

AGREEMENT FOR PROFESSIONAL SERVICES

The Board of Trustees of Illinois State University, hereinafter referred to as the "University" or "Client", and Fragomen, Del Rey, Bernsen & Loewy LLP, hereinafter referred to as the "Contractor" or "Fragomen," hereby enter into the following Agreement.

The Contractor is a firm of lawyers duly licensed to practice U.S. immigration law in the State of Illinois.

The Contractor agrees to furnish such legal immigration services (or "services") and to perform duties related thereto for the Board of Trustees and Illinois State University, as requested by the Board or by the President of Illinois State University, and as the Board or President may direct from time to time pursuant to the following terms and provisions, including all Exhibits:

- (1) Duly authorized services shall be performed at the direction of the President or his respective designees. Employees of the Office of Human Resources and employees of the Office of International Student and Scholar Services are authorized to request services pursuant to this Agreement. After initial request, Contractor may be in contact with other employees of the University to work on the matters assigned. Contractor should copy the General Counsel of the University on any and all correspondence or other documents relating to this agreement or services being performed under this agreement. This excludes routine communications related to specific immigration cases.
- (2) The Services will be performed as required between July 1, 2010 and June 30, 2011. This term may be renewed annually thereafter for a total of ten (10) years if agreed to by the parties or their successors and consistent with state law.
- (3) Invoices for services rendered shall be submitted monthly to the University. Invoices shall be submitted to the University as a privileged attorney-client or attorney work product communication and it shall specify the subject matter, service, total hours worked and the dates upon which such services were performed. Expenses advanced, if any, shall be itemized. Invoices will be paid in accordance with the Illinois Prompt Payment Act.
- (4) If the parties are of the opinion that the services of the Contractor are either not satisfactory or no longer required, either party may terminate this Agreement. Any termination by the Contractor shall be in accordance with the applicable professional ethics rules.
- (5) The University agrees, as consideration herein, that the Contractor shall be paid in accordance with Exhibit A attached hereto and made a part hereof (Contractor's pricing provided in Response to RFP #GR062110), plus actual expenses of the Contractor for travel and incidental expenses necessarily incurred in the performance of professional services. All such expenses shall be reimbursed at rates and for the purposes applicable to employees of Illinois State University and provided in the regulations of the Board. Copying expenses, telephone expenses, consulting counsel costs, expert witness fees, deposition costs and similar expenses attributable to services hereunder not described in the regulations of the Board shall be reimbursed to the Contractor. This paragraph is subject to revision on formal approval by the University for unforeseen service costs or authorized expenses:
- (6) Contractor agrees to provide secretarial work as required, at its expense.
- (7) The services provided for herein shall be performed by the above named. Unless otherwise permitted herein, no person or subcontractor other than above named shall be engaged upon such immigration services, unless a written statement is provided to the contrary and a list,

with names, addresses, and the anticipated amount of money subcontractor will receive is attached to the agreement. This provision shall not apply to secretarial and clerical services needed by the above named to assist in the performance of this agreement. Above named shall not hire University employees to perform any portion of the work or services provided for herein, including clerical, secretarial, and similar incidental services, except upon the written approval of the University.

- (8) This contract is subject to termination and cancellation without penalty in any year for which the General Assembly fails to make an appropriation to make payments under the terms of the contract. In the event of termination for lack of appropriation, payment will be made for services performed up to the effective date of termination.
- (9) Contractor agrees to complete Exhibit B attached hereto and abide by all certifications contained therein that are applicable to the services provided.
- (10) Other:
 - a) The University agrees to be truthful with the Contractor, to keep the Contractor informed of any relevant information or development which may come to the University's attention relating to the herein described representation or Services, to assist the Contractor in providing, timely, accurate and correct information and documentation necessary for such representation and provision of Services, and to review and thereby attest to the accuracy of information and documentation submitted to government agencies in connection with the Services.
 - b) Except as is expressly stated herein, this Agreement does not confer upon either Party any interest in or right to use, copy, modify, or otherwise exploit copyrights and copyrightable works, trademarks, service marks, trade names, logos, letters of patents, patent applications, inventions (whether or not patentable), trade secrets, proprietary technology, know-how, or any other intellectual property or industrial property right (collectively, "Intellectual Property rights") of the other Party, its parents, subsidiaries, affiliates, or subcontractors, except with the express written consent of the holder of the subject Intellectual Property rights. Any intellectual property that may be developed by Contractor for the purposes of performing the Services shall be deemed owned by Contractor. Any Intellectual Property or Intellectual Property rights developed or owned by either Party prior to, or independent of, this Agreement shall remain the sole and exclusive property of such Party. University shall have a worldwide, limited and revocable license to use Contractor IP, including but not limited to its proprietary technology, during the term of this Agreement and in accordance with any terms and conditions applicable to such use.
 - c) The Parties, and each of them, agree that they will, hold and maintain as confidential all Confidential Information of the other Party, and shall not use copy, reproduce or disclose such Confidential Information (and shall use all reasonable efforts to prevent any such disclosure) except in performance of the Services, as required for disclosure by law, or as otherwise expressly authorized by the other Party. Notwithstanding the foregoing, Contractor is authorized to share University Confidential Information, as appropriate, with third parties providing incidental support services (translation, credential evaluation, etc) in connection with the Services on the condition that such third parties agree to maintain the same or comparable confidentiality standards as Contractor with respect to the Confidential Information), and with government agencies, as may be appropriate and germane to the performance of the Services. The University shall not disclose any Contractor Confidential Information to any law firm, visa vendor or other entity for which immigration services are a primary or core practice area. "Confidential Information" shall include, without limitation, passwords and security procedures, computer programs, software, customer/client identities/lists, records, policies, procedures, strategies, fees and all information, data, or materials relating to the intellectual property, trade secrets and technology of the other Party, its clients, prospective clients, customers, employees, parents, affiliates and subsidiaries.

Personally Identifiable Information ("PII") is a form of Confidential Information. This Section shall not apply to Confidential Information that a) is in the public domain; b) becomes generally available to the public other than as a result of a disclosure by the receiving Party, (c) was in the receiving Party's possession independent of its being furnished by the originating Party, provided the source of the information was not bound by a confidentiality agreement, non-disclosure agreement, or any other obligation of confidentiality, with respect to such information, d) is required to be disclosed pursuant to law or court order, or e) is independently developed by the receiving Party. In the event that either Party becomes legally compelled to disclose any Confidential Information of the other Party, such Party shall provide the other Party with prompt prior notice, if permitted by law, so that the Party having the right to keep such Confidential Information confidential shall have reasonable time to seek a protective order or other appropriate remedy.

d) To the extent permissible under applicable ethical or professional canons, neither party shall be liable for any special, consequential, indirect or incidental damages, including without limitation, lost profits or lost savings, even if the other Party had been advised of the possibility of such damages.

Except, and to the extent of its own negligence or willful misconduct, the Contractor and its subprovider(s) shall not be liable for any action or inaction of any government agency or representative, including, without limitation, the refusal to approve a case or to issue any documents or to grant any immigration status or the failure to issue any document or immigration status correctly, as desired, and in a timely manner, nor shall the Contractor and its subprovider(s) be liable for the misuse of, loss of, or damage to any document, property or information of the University while in the possession of a government agency or representative.

e) Neither Party shall be considered to be in default in the performance of its obligations under this Agreement, to the extent that the performance of any such obligation is prevented or delayed by acts or events that are beyond the reasonable control of the affected Party. Such acts or events shall include, but not be limited to, acts of God, civil or military authority, civil disturbance, war, acts of terrorism, strikes, fires, other catastrophes or other "force majeure" events beyond the Parties' reasonable control

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of June 30, 2010.

Accepted and approved by the Board of Trustees of Illinois State University

By:


Signature

Judy L Johnson
Director of Purchases 10-13-10

Accepted and approved by the Contractor Fragomen, Del Rey, Bernsen & Loewy LLP

By:


Signature

Scott Cooper, Partner

Approved:



Lisa M. Huson, General Counsel

EXHIBIT A

Pricing

FRAGOMEN

Bill Rates per hour:

Partners	\$250
Associates	\$200
Paralegals	\$120

Other Itemized Costs:

- Evaluations of foreign academic credentials and/or work experience in terms of equivalence to US academic credentials. Costs vary depending on degree institution, and field. Billed at cost charged by third party provider.
- Translations which will vary based on document and billed at cost charged by third party provider.
- PERM-recruitment fees.
- Government filing fees.
- Other itemized costs as agreed or authorized by the University in writing and advance on a case by case basis.

Non-itemized Costs, such as photocopying, are to billed per invoice at a rate agreed upon by the University and Contractor.

Transactional (or "Listed") Fees*:

PERMANENT RESIDENCE	
Service Type	Proposed Fees
PERM special handling	\$1,750
PERM professional recruitment	\$2,750
DOL Audit - fee will vary, depending on Issues raised	Hourly
Immigrant Visa Petition (I-140)	
Based on Labor Certification	\$750
Outstanding Researcher	\$2,500
Adjustment of Status or Consular Processing:	
Employee and spouse including advance parole and EAD	\$1,500
Each additional family member	\$350

* The Listed Fee(s) is based on the stated described services involving standard processing and a basic level of complexity and difficulty ("Standard Case"), and does not cover special or exigent circumstances, issues of additional complexity or difficulty, or matters outside the described scope, which are to be determined by the Contractor in its sole discretion. Additional fees, if any, for a non-Standard Case and out of scope services shall be determined on a case-by-case basis and approved by the University in advance.

Contractor does not guarantee the timing of government actions or outcome of a case and, except if caused solely by Contractor's negligence or willful misconduct all Fees and Costs will be invoiced to and paid by the University regardless of outcome and in accordance with this Agreement.

The Listed Fee(s) is based on laws, regulations, government processes, procedures, strategies and requirements in place as of the date of execution of this Agreement. Future changes in immigration law; regulations, process, procedure or strategy may impact the services or scope of the services. In such case the Listed Fee(s) shall be discussed with the University and, following the University's approval, adjusted to reflect the impact of such events.

The University may from time to time request changes in the nature, extent, process or manner of delivery of the services and the Contractor agrees to use its best efforts to comply. In such event, the Listed Fee(s) shall be subject to adjustment to reflect the impact of such requested changes.

Renewal Options:

First Renewal	Price remain firm
2 nd – 9 th Renewal	Up to 5% increase annually

EXHIBIT B

LAWS AND CERTIFICATIONS

All subcontracts issued by Vendor under this Contract must include the Standard Qualifications, Certifications, Representations, and Disclosures Attachment.

If this is a multi-year contract, including the initial term and all optional renewals, Vendor shall reconfirm compliance with the following certifications by July 1 of each year that this contract remains in effect. All subcontractors shall reconfirm compliance with the Standard Qualifications, Certifications and Disclosure Attachment.

Vendor certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies, if applicable to the services, that:

1. Vendor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Contract.
2. **This applies to individuals, sole proprietorships, partnerships and LLCs, but is not otherwise applicable.** Vendor is not in default on an educational loan (5 ILCS 385/3).
3. **This term has been intentionally left blank**
4. **This applies to service contracts and is otherwise not applicable.** Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer, and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80). This certification does not apply to heating and air-conditioning, plumbing and electrical service contracts.
5. Vendor has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Vendor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).
6. If Vendor has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).
7. If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the Contract void if this certification is false (30 ILCS 500/50-10.5).
8. Vendor and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the Contract void if this certification is false (30 ILCS 500/50-11) or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).
9. Vendor and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the Contract being declared void.
10. Vendor certifies that it has not committed a willful or knowing violation of the Environmental Protection Act (relating to Civil Penalties under the Environmental Protection Act) within the last five years, and is therefore not barred from being awarded a contract. If the State later determines that this certification was falsely made by the Vendor, the Vendor acknowledges that the State may declare the Contract void (30 ILCS 500/50-14).
11. Vendor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).
12. Vendor is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
13. Vendor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).
14. In accordance with the Steel Products Procurement Act, steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).
15. If Vendor employs 25 or more employees and this Contract is worth more than \$5,000, Vendor certifies that it will provide a drug free workplace in accordance with the requirements of the Illinois Drug-Free Workplace Act (30ILCS 580).
16. If Vendor is an individual and this Contract is worth more than \$5,000, Vendor shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the Contract. (30 ILCS 580).
17. Neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed \$10,000 (30 ILCS 582).
18. Vendor has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33 E-3, E-4).
19. Vendor certifies that it will comply with all applicable provisions of the Equal Opportunity Employment Clause at 44 Ill. Adm. Code 750, Appx. A, which forms a part of this Contract by reference. (775 ILCS 5/2-105).
20. Vendor does not pay dues to, or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).
21. Vendor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

22. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been produced in whole or in part by the labor or any child under the age of 12 (30 ILCS 584).
23. Vendor certifies that it has not committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) and acknowledges that it is prohibited from doing business with the State until the violation is mitigated. (30 ILCS 500/50-14.5).
24. **This term has been intentionally left blank**
25. **This applies to information technology contracts and is otherwise not applicable.** Vendor acknowledges that all information technology, including electronic information, software, systems and equipment, developed or provided under this Contract must be accessible to individuals with disabilities to the greatest extent possible, in accordance with the Illinois Information Technology Accessibility Act Standards published at www.dhs.state.il.us/iitaa (30 ILCS 587).
26. Vendor has disclosed if required, on forms provided by the State, and agrees it is under a continuing obligation to disclose to the State, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or that would prohibit Vendor from having or continuing the Contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (30 ILCS 105/8.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which may conflict in any manner with the Vendor's obligation under this Contract. Vendor shall not employ any person with a conflict to perform under this Contract. If any elected or appointed State officer or employee, or the spouse or minor child of same has any ownership or financial interest in the Vendor or the Contract, Vendor certifies it has disclosed that information to the State if required, on forms provided by the State, and any waiver of the conflict has been issued in accordance with applicable law and rule. A waiver is required if:
- a) the person intending to contract with the State, his/her spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (currently \$106,447.20). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);
 - b) the contract is with a firm, partnership, association or corporation in which a person referenced in a) above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (currently \$177,412.00).
 - c) the contract is with a firm, partnership, association or corporation in which a person referenced in b) above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (currently \$354,824.00) from the firm, partnership, association or corporation.
27. Vendor (as "business entity" under 30 ILCS 500/50-37), certifies that it will not make a prohibited political contribution.
28. In accordance with 30 ILCS 500/20-160, Vendor certifies that either:
 Vendor is not required to register as a business entity with the State Board of Elections.
 or
 Vendor has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration as required by the Act.
29. Vendor will include these terms in any subcontract and acknowledges that the State may declare this Contract void without penalty or obligation to pay additional compensation if any certifications are false or if this Contract has been made in violation of the Procurement Code or any other law.
30. **This term has been intentionally left blank**
31. **This term has been intentionally left blank**
32. The Vendor acknowledges that this Contract may be voided if any of the certifications made herein by the Vendor are false.
33. In the event of a conflict between these contract certifications and a purchase order these contract certifications shall control.
34. **This applies only if procuring university receives Medicare or Medicaid funding.** Contractor certifies that neither it nor any of its employees or subcontractors who may provide services pursuant to this Contract is currently subject of an investigation or proceeding to exclude it as a provider under Medicare or Medicaid or under any other federal or state health care program or under any third party insurance program, nor is it currently excluded or debarred from submitting claims to Medicare or Medicaid or to any other federal or state health care program or to any third party insurer. Contractor represents and warrants it has checked the U.S. General Service Administration's (GSA) Excluded Party Listing System (EPLS), which lists parties excluded from federal procurement and non-procurement programs. The EPLS website includes GSA/EPLS, the U.S. Department of Health and Human Services (HHS) Office of Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE), and the Department of Treasury's (Treasury) Specially Designated Nationals (SDN) list. Contractor also represents and warrants it has checked the Illinois Department of Public Aid (IDPA) OIG Provider Sanctions list of individuals and entities excluded from state procurement with respect to Contractor's employees and agents. See the following websites: <http://epls.arnet.gov> and <http://www.state.il.us/agency/oig/search.asp>. University will terminate Contract without penalty to University if Contractor becomes excluded during life of this Contract.
35. The Contractor (and any Subcontractors) is required under 30 ILCS 500/20-65 to maintain, for a period of three (3) years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the University under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the University and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials Failure to maintain the required books and records shall establish a presumption in favor of the University for the recovery of any funds paid by the University under this Contract for which adequate books and records are not available.
36. In accordance with the State Prompt Payment Act (30 Illinois Compiled Statutes 540), the University shall deny or approve a bill for payment within 30 days after physical receipt of the bill. A payment is late if the date of payment is not within 60 days after the date of approval of the contractor's bill. Interest is calculated at the rate of 1% per month, or a daily interest factor of .00033. Interest amounting to \$5 or less will not be paid by the University.
37. If this order includes printing services, the contractor certifies that its employees who are to produce the requested printing are receiving the prevailing wage rate and are working under conditions prevalent in the locality where the order is to be performed. Unless otherwise indicated in the order documentation, any printing services provided must be made using soybean oil-based ink.

38. This contract is subject to termination and cancellation without penalty in any year for which the General Assembly fails to make an appropriation to make payments under the terms of the contract. In the event of termination for lack of appropriation, payment will be made for services performed up to the effective date of termination.
39. Contractor/vendor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-102 et seq.), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal employment opportunity clause of the Illinois Human Rights Act is incorporated herein (775 ILCS 5/2-105). Contractor/vendor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 CFR 60-1, et seq.). Contractor/vendor agrees to incorporate this clause into all subcontracts under this contract.
40. Contractor/vendor certifies in accordance with the State of Illinois Public Works Employment Discrimination Act (775 ILCS 10/) that no contractor, subcontractor, nor any person on his or her behalf shall, in any manner discriminate against or intimidate any employee hired for the performance of work for the benefit of the State.
41. Contractor/vendor certifies that they, and all relevant subcontractors, are in compliance with the State of Illinois Procurement of Domestic Products Act (PA 93-0954).

Construction

42. Contractor/vendor certifies in accordance with the State of Illinois Public Works Preference Act (30 ILCS 560/) and Employment of Illinois Workers on Public Works Act (30ILCS 570/) that every person who is charged with the duty of constructing of building any public works project or improvement for the State of Illinois shall employ only Illinois laborers, unless such are not available, or are incapable of performing the particular type of work involved.
43. Contractor/vendor certifies that they, and all relevant subcontractors and affiliates, are in compliance with the State of Illinois Prevailing Wage Act (820 ILCS 130/), if applicable. Also, for printing services, if order is \$2,000 or more, employees who are to produce the printing are receiving the prevailing wage rate and are working under conditions prevalent in the locality where the work is to be performed (30ILCS 500/25-60). Unless otherwise indicated, printing must be produced using soybean oil-based ink (50 ILCS 520/10).
44. Contractor/vendor certifies that they are in compliance with the requirement of 30 ILCS 500/30-22, which states: Construction contracts; responsible bidder on a construction contract for purposes of this Code, a bidder must comply with all of the following requirements and must present satisfactory evidence of that compliance to the appropriate construction agency:
 1. The bidder must comply with all applicable laws concerning the bidder's entitlement to conduct business in Illinois.
 2. The bidder must comply with all applicable provisions of the Prevailing Wage Act.
 3. The bidder must comply with Subchapter VI ("Equal Employment Opportunities") of Chapter 21 of Title 42 of the United State Code (42 U.S.C. 2000e and following) and with Federal Executive Order No. 11246 as amended by Executive Order NO. 11375.
 4. The bidder must have a valid Federal Employer Identification Number or, if an individual, a valid Social Security Number.
 5. The bidder must have a valid certificate of insurance showing the following coverages: general liability, professional liability, product liability, workers' compensation, completed operations, hazardous occupation, and automobile.
 6. The bidder and all bidder's subcontractors must participate in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training.

The provisions of this Section shall not apply to federally funded construction projects if such application would jeopardize the receipt of use of federal funds in support of such a project.

45. PROVISIONS GRANTS FEDERAL SUBCONTRACT/PURCHASE ORDER FLOWDOWN

The following Government Articles are hereby incorporated into this transaction by reference as applicable. For the purpose of this transaction in the Articles the terms "Government" and "Contracting Officer" shall mean Buyer (UIUC). Clauses and references are in accordance with OMB Circular A-110, Section 48 and that Circular's Appendix A. Provisions have applicability as noted.

ISU may terminate this order by giving written notice to the Subcontractor. If UIUC terminates this order, upon receipt of such notice, Subcontractor shall cease incurring costs under this order and take action to cancel all outstanding obligations that can be reasonably cancelled. Within 45 days of the effective date of the termination, Subcontractor shall submit a termination claim to ISU. Subcontractor shall be entitled to reimbursement for all allowable costs incurred to the date of termination and for all non-cancelable obligations up to, but not to exceed, the estimated cost of this order.

<u>SUBJECT</u>	<u>IMPLEMENTING U.S.CODE/ORDER</u>	<u>APPLICABILITY/REMARKS</u>
1. Equal Employment Opportunity amount.	E.O. 11246, E.O. 11375 & 41 CFR part 60	All contracts regardless of dollar
2. Clean Air Act and Federal Water Pollution Control Act	42 U.S.C. 7401 et seq. & 33 U.S.C. 1251 et seq	Awards over \$100,000.
3. Debarment and Suspension	E.O. 12549 & E.O. 12689	All Awards. Additional certification requirements in awards over \$25,000.
4. Examination of Records by Awarding Comptroller General Agency,	FAR 52.215-2, 15.209(b)	Right of access of recipient Federal
5. Rights to Inventions Made experimental,	U.S. Comptroller General, or Representatives in awards over \$25,000. 37 CFR Part 401	All awards for performance of developmental or research work.
6. Byrd Anti-Lobbying Amendment over \$100,000	31 U.S.C. 1352	Contractors who apply or bid for awards

46. FEDERAL SUBCONTRACT/PURCHASE ORDER FLOWDOWN PROVISIONS

The following Government Contract Articles are hereby incorporated into this transaction by reference as applicable. For the purpose of this transaction in the Articles the terms "Government" and "Contracting Officer" shall mean ISU (Buyer). Clauses and References are to the Federal Acquisition Regulation, which has general applicability for procurements made under prime contracts and grants issued by all Federal agencies.

ISU may terminate this Subcontract by giving written notice to the Subcontractor. If ISU terminates this Subcontract, upon receipt of such notice, Subcontractor shall cease incurring costs under this Subcontract and take action to cancel all outstanding obligations that can be reasonably cancelled. Within 45 days of the effective date of the termination, Subcontractor shall submit a termination claim to ISU. Subcontractor shall be entitled to reimbursement for all allowable costs incurred to the date of termination and for all non-cancelable obligations up to, but not to exceed, the estimated cost of this Subcontract.

Clause	Title	Date	Reference	Applicability/Remarks
<u>Clauses Which Apply Regardless of Dollar Amount of Subcontract:</u>				
52.203-6	Restrictions on Subcontract Sales to the Government	07-95	3.502-3	\$100,000
52.203-7	Anti-Kickback Procedures (except paragraph (c)(1))	07-95	3.502-3	\$100,000
52.203-11	Certification & Disclosure Regarding Payments to Influence Certain Federal Transactions	04-91	3.808	Applies only if prime contract is over \$100,000. Text of cert. must then be in all subcontracts, but subk certification required only if subk is > \$100,000.
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	06-97	3.808	Same comments as above. \$100,000
52.215-14	Integrity of Unit Prices	10-97	15.408(f)(1)	Less Paragraph (b). \$100,000
52.222-26	Equal Opportunity	02-99	22.810(e)	\$10,000
52.225-13	Restrictions on Certain Foreign Purchase	07-00	25.1103(a) -all	
52.247-63	Preference for U.S. Flag Air Carriers	01-97	47.405	If subcontract may involve foreign air travel
<u>Additional Clauses Required in Subcontracts/Purchase Orders Exceeding \$10,000:</u>				
52.222-36	Affirmative Action for Workers with Disabilities	06-98	22.1408(a)	
<u>Additional Clauses Required in Subcontracts/Purchase Orders Exceeding \$10,000:</u>				
52.219-8	Utilization of Small Business Concerns	10-00	19.708(a)	\$100,000
52.222-21	Prohibition of Segregated Facilities	02-99	22.810(a)(1)	If Equal Opportunity Clause is incorporated
52.222-35	Affirmative Action for Disabled Veterans & Veterans of the Vietnam Era	04-98	22.1308 (a)(1)	
52.222-37	Employment Reports on Disabled Veterans & Veterans of the Vietnam Era	01-99	22.1308(b)	
<u>Additional Clauses Required in Subcontracts/Purchase Orders Exceeding \$25,000:</u>				
52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment, & Other Responsibility Matters	9.409(a)		No specific requirements to flow clause, but kr must have control system to assure Gov notification prior to use of such subkrs.
52.209-6	Protecting the Gov't's interest when Sub with Contractor's Debarred, Suspended or Proposed for Debarment	07-95	9.409(b)	Specific flowdowns not req'd; past 1 st Tier but sub must disclose debarment status.
52.215-2	Audit & Record - Negotiation	06-99	15.209(b)	\$100,000
52.227-1	Authorization & Consent	07-95	27.201-2(a)	
52.227-2	Notice & Assistance Regarding Patent & Copyright Infringement	08-96	27.202-2	\$100,000
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	06-00	47.507(a)	If ocean shipping anticipated. - all
<u>Additional Clauses Required for Subcontracts/Purchase Orders Over \$100,000:</u>				
52.223-2	Clean Air and Water	04-84	23.104(b)	
<u>Additional Clauses Required for Subcontracts/Purchase Orders Over \$500,000:</u>				
52.219-9	Small Business Subcontracting Plan	10-00	19.708(b)	If clause is in prime.
52.215-12	Subcontractor Cost or Pricing data		15.408(d)	\$550,000
52.215-13	Subcontractor Cost or Pricing Data - Modifications	10-97	15.408(e)	\$550,000
<u>Clauses Which Apply Under Other Specific Conditions:</u>				
52.204-2	Security Requirements	08-96	4.404(a)	If subk involves access to classified information.
52.222-1	Notice to the Government of Labor Disputes	02-97	2.103-5(a)	If clause is in prime and sub may involve dispute.
52.222-4	Contract Work Hours & Safety	09-00	22.305	All subks which involve laborers or mechanic.
52.222-41	Standards Act - Overtime Compensation Service Contract Act of 1965, as Amended	05-89	22.1006(a)	If prime & sub are subject to the act.

52.223-3 material	Hazardous Material Identification & Material Safety Data	01-97	23.303	If the subcontract involves hazardous
52.227-10 matters	Filing of Patent Applications	04-84	27.207-2	If the subcontract will involve classified
52.227-11 involves	Classified Subject Matter Patent Rights-Retention by the Contractor (Short Form)	06-97	27.303(a)	If the subcontract/purchase order experimental and R&D work.
Or 52.227-12 applies	Patent Rights-Retention by the Contractor (Long Form)	01-97	27-303(b)	Unless noted in the schedule, short-form to non-profit, educational and small bus.
Or 52.227-13 concerns.	Patent Rights-Acquisition by the Government	01-97	27-303(c)	concerns. Long-form applies to other

Additional Federal Acquisition Regulation Clauses Which Apply to Construction Subcontracts When Prime Contract Involves Substantive Construction Work:

52.222-6 clause requiring	Davis Bacon Act	02-95	22.407(a)	Prime contractor must also include a
52.222-7	Withholding of Funds	02-88	22.407(a)	subs -(construction excess of \$2,000) to include all clauses on this page into lower
tier subcontracts.				
52.222-8	Payrolls and Basic Records	02-88	22.407(a)	
52.222-9	Apprentices & Trainees	02-88	22.407(a)	
52.222-10	Compliance with Copeland Act Requirements	02-88	22.407(a)	
52.222-11	Subcontracts (Labor Standards)	02-88	22.407(a)	
52.222-12	Contract Termination Debarment	02-88	22.407(a)	
52.222-13	Compliance wit Davis-Bacon & Related Act Regulations	02-88	22.407(a)	
52.222-14	Disputes Concerning Labor Standards	02-88	22-407(a)	
52.222-15	Certification of Eligibility	02-88	22.407(a)	

CLAUSES INCORPORATED FROM THE DEPARTMENT OF DEFENSE SUPPLEMENT TO THE FEDERAL ACQUISITION REGULATION
The following apply to subcontracts/purchase orders issued under Department of Defense prime contracts for the conditions noted:

Clause	Title	Date	Reference	Applicability/Remarks
252.203-7001 \$100,000.	Prohibition on Persons Convicted of Fraud or other Defense, - Contract - Related Felonies	03-99	203.570-5	If the subcontract amount exceeds
252.204-7000 for supplies	Disclosure of Information	12-91	204.404-70	If in prime contract, and if subcontract is
252.225-7009	Duty-free entry--Qualifying Country Supplies end products& supplies	08-00	225.1101(8)	
252.225-7010	Duty-free entry-Additional	08-00	225.1101(9)	Include clause 52-225-9 Duty-free entry
252.225-7026 \$100k.	Reporting Of Contract Performance	06-00	225.7203	If in prime contract and subk exceeds
252.227-7013	Rights in Technical Data and Noncommercial item	11-95	227.7103-6(a)	If subcontract includes technical data or software acquisition.
252.227-7018 data/software	Restrictive Marking on Technical Data	10-88	27.482(d)	If subcontractor will deliver tech
252.227-7034 other non-profit.	Patents-Subcontracts	04-84	227.304.4	If subcontract is for research and with than small bus.
252.227-7037	Validation of Restrictive Markings on Technical Data	09-99	227.102-3(c) 227.7103-6(e)(4) 227.7104(e) 227-7203-6(f)	If subcontractor will deliver tech data.
252.227-7039 Inventions by the Contractor(Short Form)	Patents - Reporting of Subject	04-90	227.303(a)	Contract includes 52.227-11 Patent Rights - Retention

EXHIBIT C – SINGLE REPRESENTATION TEMPLATE TO EMPLOYER

Thank you for engaging Fragomen, Del Rey, Bernsen & Loewy, LLP (the “Firm”) to represent the Board of Trustees of Illinois State University (the “Employer”) in connection with the provision of U.S. immigration services on behalf of one or more of your present or potential employees (the “Matters”). This letter explains how the Firm intends to proceed in terms of representing the Employer and seeks your consent to this scope of representation subject to the limitations stated in this Exhibit (“letter”).

Scope of Matter

The Matters are expressly limited to the provision of immigration services. The Matters do not include the drafting, negotiation, interpretation, enforcement or termination of any employment agreement or terms of employment between the Employer and any present or potential employees of the Employer.

Fees and Expenses

As our only client, the Employer agrees to be solely responsible for the payment of all fees and expenses in the Matter in accordance with the terms outlined in this Agreement between the Employer and the Firm.

Employees and Their Family Members Will Not Be Firm Clients

The Firm will represent only the Employer and not any potential or existing employees or their family members. This arrangement has potential benefit to the Employer since the Employer will be our only client and is therefore entitled not only to our undivided loyalty but also to full attorney-client privilege rights. On the other hand, this arrangement also has its limitations. For example:

- The employees on whose behalf the Firm processes any petitions or applications, if not also their adult family members, will have to be informed in writing, potentially more than

once, that they are not clients of the Firm and therefore cannot look to the Firm for legal advice or have any personal expectation of confidentiality.

- Similarly, if an employee or family member of an employee makes a statement or asks a question that suggests that he or she does not understand or recall the practical and legal significance of non-client status, the Firm will have to remind them of these limitations and also expressly to decline to provide them with legal advice.
- Whether, or to what extent, a combination of statements to the effect that they are not clients and are not entitled to the rights of clients will cause employees or their family members to feel ill-treated or to seek out independent legal or professional advice on their own is difficult to assess.
- In order to reduce the risk that an employee or family member may claim to be a client in spite of the Firm's representations to the contrary, the Firm may at times require that at least some of its requests for information from the employee or family members be made to the employee or to family members by the Employer and not by the Firm.
- It also is possible that a point could be reached at which the Firm would, in fact, be required to represent an employee (with or without family members) in addition to the Employer. By way of illustration only, this could happen during the permanent residency (or "Green Card") stage. Were such a point to occur and separate counsel for the employee is not hired, the Firm would then have to convert its single client representation of the Employer into a multiple client relationship with the Employer, the employee and perhaps family members of the employee as clients.

Conclusion

A decision by an employer to be the Firm's sole client can have potential benefits in the form of greater clarity with respect to ethical and legal duties owed only to the employer. Whether the potential benefits outweigh the potential consequences is something that the Employer must independently determine. The Firm therefore recommends that the Employer consider these issues with great care and encourages the Employer to ask any questions it may have about

this letter and other available alternative prior to consenting to representation by the Firm subject to the conditions and limitations noted in this letter.

Fragomen Del Rey

**RENEWAL AGREEMENT
FOR PROFESSIONAL SERVICES
FISCAL YEAR 2008**

THIS RENEWAL AGREEMENT made this 1 day of July, 2007, by and between The Board of Trustees of Illinois State University, hereinafter referred to as "ISU" and **Fragomen, Del Rey, Bernsen & Loewy, P.C.**, of Troy, Michigan, hereinafter referred to as "Fragomen", witnesseth:

WHEREAS, ISU and Fragomen previously entered into an agreement on June 25, 1998, for professional services, and,

WHEREAS, paragraph (2) of such previous agreement authorized formal renewals by agreement of the parties, and

WHEREAS, the parties hereto wish to renew the said agreement for a period of one (1) year,

NOW THEREFORE, for and in consideration of the covenants of the parties as set forth in such previous agreement and herein, the parties hereto do agree as follows:

1. ISU and Fragomen do hereby agree to renew the above said agreement and all terms and conditions thereof for a period of one (1) year extending from July 1, 2007 through June 30, 2008.
2. ISU agrees, as consideration herein, that Fragomen shall be paid not to exceed Two Thousand Four Hundred Ninety Nine Dollars (\$2,499.00) for the fiscal year, subject to revision on formal approval by ISU for unforeseen service costs or authorized expenses.
3. All other terms and conditions not inconsistent with those enumerated above remain in full force and effect.

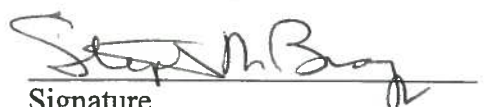
IN WITNESS WHEREOF, the respective parties hereto have caused this Renewal Agreement to be executed on the day and year written above.

Accepted and approved by
Board of Trustees of
Illinois State University

Accepted and approved by
Fragomen, Del Rey, Bernsen & Loewy, P.C.

By:

By:


Signature

Signature

Vice President for Finance & Planning

Title