



**Interagency Agreement
Between the
U.S. Department of Education
and
U.S. Department of State
Relating to International and Foreign Language Education (IFLE)**

Pursuant to 20 U.S.C. § 1231(a), § 3475, and § 3479, and 31 U.S.C. § 1501 and § 1535, this Interagency Agreement (IAA or Agreement) is entered into between the U.S. Department of Education (ED) and the U.S. Department of State (State), who hereby agree as follows:

1. PURPOSE/SCOPE

The signatory agencies (Parties) enter into this Interagency Agreement to affirm their common commitment to furthering and improving the Title VI and Fulbright-Hays grant and fellowship programs that prepare U.S. students, teachers, and citizens to address global challenges by fostering a deeper understanding of languages, cultures, places, and peoples, currently administered by the Office of International and Foreign Language Education. The Parties together commit to utilizing available statutory authorities to promote innovation and system integration in pursuit of better outcomes for program participants, by establishing a partnership that (1) enables administrative reforms to agency policies and programmatic requirements; (2) provides process improvements to enhance the experience for program participants; (3) restructures and consolidates education programs; and (4) connects ED education programs with State to provide a coordinated system.

The Parties' partnership will leverage existing statutory and regulatory authority to streamline program funding to enhance opportunities to invest in the education and understanding of participants; to respond to the ongoing national need for individuals with expertise and competence in world languages and area or international studies; to advance national security by developing a pipeline of highly proficient linguists and experts in critical world region; to contribute to developing a globally competent workforce able to engage with a multilingual and multicultural clientele at home and abroad; to expand access to international and foreign language learning, especially for traditionally underserved students; to support teaching and research on critical world regions, languages, and issues; and to implement efficiencies to streamline information collection by harmonizing performance measures, reducing the burden on grantees, and ensuring that performance outcomes are measured using the most reliable data sources.



2. AUTHORITY

This IAA is executed by ED and State under authority of 20 U.S.C. § 1231(a), which authorizes the Secretary of Education to enter into arrangements with other Federal agencies to jointly carry out projects of common interest, and to transfer to such agencies funds appropriated under any applicable program, for projects of common interest; 20 U.S.C. § 3475, which authorizes the Secretary of Education to make, enter into, and perform agreements with Federal agencies as the Secretary determines necessary or appropriate to carry out ED functions; 20 U.S.C. § 3479, which authorizes the Secretary of Education, with or without reimbursement, to use the research, equipment, services, and facilities of any agency of the United States, with its consent, in carrying out any function of the Secretary or Department; and 31 U.S.C. § 1535, which authorizes agencies to acquire goods and services from other agencies where amounts are available, the head of the ordering unit assesses that such an order is in the best interests of the U.S. government, the recipient of the order is capable of meeting the need, and the head of the agency determines that said goods and services cannot be provided as cheaply or conveniently by contracting with a commercial enterprise.

3. PERFORMANCE

- A. The appropriate office within the Department of State commits to carry out the following activities in coordination with and subject to the supervision of the Department of Education:
1. Provision of services supporting the administration of American Overseas Research Centers (AORC) program components authorized under 20 U.S.C. §§ 1128a, 1132-37, intended to provide grants to consortia of institutions of higher education (IHEs) in the United States to establish or operate overseas research centers) to promote postgraduate research, exchanges, and area studies, as authorized by law, pursuant to 31 U.S.C. § 1301;
 2. Provision of services supporting the administration of Business and International Education (BIE) program components authorized under 20 U.S.C. §§ 1130-1130b, intended to provide grants to institutions of higher education that enter into agreements with trade associations to improve the academic teaching of the business curriculum and to conduct outreach activities that will assist the local business community to compete in the global arena, as authorized by law, pursuant to 31 U.S.C. § 1301;
 3. Provision of services supporting the administration of Centers for International Business Education (CIBE) program components authorized under 20 U.S.C. §§ 1130-1, 1132-1137, intended to provide funding to institutions of higher



- education in the United States on issues of importance to U.S. trade and competitiveness, as authorized by law, pursuant to 31 U.S.C. § 1301;
4. Provision of services supporting the administration of Foreign Language and Area Studies (FLAS) Fellowships Program components authorized under 20 U.S.C. §§ 1122, 1132-1137, intended to allocate academic year and summer fellowships to institutions of higher education or consortia of institutions of higher education to assist meritorious undergraduate students and graduate students undergoing training in modern foreign languages and related area or international studies, as authorized by law, pursuant to 31 U.S.C. § 1301;
 5. Provision of services supporting the administration of International Research and Studies (IRS) program components authorized under authorized under 20 U.S.C. §§ 1125, 1132-7, intended to support research, surveys, studies, and the development of instructional materials to improve and strengthen instruction in modern foreign languages, area studies, and other international fields, as authorized by law, pursuant to 31 U.S.C. § 1301;
 6. Provision of services supporting the administration of Language Resource Centers (LRC) program components authorized under 20 U.S.C. §§ 1123, 1132-1137, intended to provide grants for establishing, strengthening, and operating centers that serve as resources for improving the nation's capacity for teaching and learning foreign languages through teacher training, research, materials development, and dissemination projects, as authorized by law, pursuant to 31 U.S.C. § 1301;
 7. Provision of services supporting the administration of National Resource Centers (NRC) program components authorized under 20 U.S.C. §§ 1122, 1132-1137, intended to provide grants to institutions of higher education or consortia of institutions of higher education to establish, strengthen, and operate comprehensive and undergraduate Centers that act cooperatively as national resources for modern foreign language research and related training, as authorized by law, pursuant to 31 U.S.C. § 1301;
 8. Provision of services supporting the administration of Undergraduate International Studies and Foreign Language (UISFL) program components authorized under 20 U.S.C. §§ 1124, 1132-1137, intended to provide funds to plan, develop, and carry out programs to strengthen and improve undergraduate instruction in international studies and foreign languages, to enhance in-demand occupations in current and emerging professions, as authorized by law, pursuant to 31 U.S.C. § 1301;
 9. Provision of services supporting the administration of Fulbright-Hays Doctoral Dissertation Research Abroad (DDRA) fellowships program components authorized under 22 U.S.C. § 2452(b)(6), intended to provide grants to colleges and universities to fund individual doctoral students who conduct research in



other countries, in modern foreign languages and area studies, as authorized by law, pursuant to 31 U.S.C. § 1301;

10. Provision of services supporting the administration of Fulbright-Hays Faculty Research Abroad (FRA) fellowships program components authorized under 22 U.S.C. § 2452(b)(6), intended to support the development and improvement of modern foreign language and area studies in the U.S. by providing opportunities for scholars to conduct research abroad, as authorized by law, pursuant to 31 U.S.C. § 1301;
11. Provision of services supporting the administration of Fulbright-Hays Group Projects Abroad (GPA) program components authorized under 20 U.S.C. § 2452(b)(6), intended to provide grants to support overseas projects in training, research, and curriculum development in modern foreign languages and area studies for teachers, students, and faculty engaged in a common endeavor, as authorized by law, pursuant to 31 U.S.C. § 1301;
12. Provision of services supporting the administration of Fulbright-Hays Seminars Abroad program components authorized under 22 U.S.C. § 2452(b)(6), intended to provide short-term study and travel seminars abroad for U.S. educators in the social sciences and humanities for the purpose of improving their understanding and knowledge of the peoples and cultures of other countries, as authorized by law, pursuant to 31 U.S.C. § 1301;
13. Execution of monitoring visits to grant recipient institutions to ensure compliance with applicable statutory requirements and to protect against waste, fraud, and abuse, as well as to provide technical assistance to grantees in program implementation;
14. Monitoring of drawdowns of funds to help ensure that grant funds do not lapse and are used in accordance with the relevant statutory authorities;
15. Provision of technical assistance to ED staff on interagency grant policies and procedures at State;
16. Provision of assistance in managing and coordinating contracts, procurements, grants, and program administration for ED staff;
17. Coordination and management of State physical and information technology assets, information systems security, and cybersecurity administration;
18. Provision of appropriate other services pursuant to relevant statutory authorities, in coordination with ED staff, including provision of technical and program improvement assistance to National, State, institutions of higher education, and local education systems, programs, and organizations.

B. The Office of Higher Education Programs within the Department of Education commits to carry out the following activities:

1. Coordination and partnership in execution of cross-functional priorities aligned to applicable directives, goals, objectives, and special projects; and maintenance



of liaison and representation of international foreign language education program components before the Data Governance Board (DGB), Investment Review Board (IRB), ED Office of Inspector General (OIG), Government Accountability Office (GAO), and other inter- and intra-agency governance bodies;

2. Coordination of clearance of documents that communicate or implement policy, including non-regulatory guidance, Federal Register notices, budget justifications, and legislation;
3. Coordination of international foreign language education program components review of documents circulated by ED's Executive Secretariat and Office of General Counsel (OGC) related to grant funds transferred to State;
4. Coordination of clearance of grant program announcements, grant competition technical review plans, grant slate memoranda, and information collection packages related to ED grant programs;
5. Provision of leadership for audit resolution processes;
6. Management and coordination of human resource/capital services, including hiring, awards and recognition, employee engagement, workforce and succession planning, performance management, training and development for implicated ED employees;
7. Oversight of affirmative action, reasonable accommodations, and equal employment opportunity programs, service as EEO Liaison, and negotiation of personnel related matters, in conjunction with relevant labor stakeholders, Employee/Labor Relations, and other ED and State offices for implicated ED employees;
8. Execution of budget formulation, execution, and resource allocation activities, including formulation of administrative budget requests and justifications for discretionary funding, salaries and staffing allocations, payroll, and spending, and acquisition plans related to OPE transferred programs in partnership with State;
9. Coordination of ED responses to Government Accountability Office (GAO) inquiries, and resolution of internal audit findings from GAO and the Office of the Inspector General (OIG);
10. Monitoring of ED internal controls and risk assessments;
11. Performance of all duties associated with internal and external accountability requirements related to international foreign language education program components, including ED priorities, Government Performance and Results Act (GPRA), and ongoing reporting to Congress.
12. Development of program notices for publication in the Federal Register, announcement of discretionary program competitions and establishment of selection criteria, priorities, and program requirements related to international foreign language education program components;



13. Resolution of matters requiring the exercise of final and conclusive authority that has been assigned by statute to the Secretary of Education; and
14. All remaining activities ED is statutorily required to perform that are not otherwise identified in Section 3.B.

4. FUNDING

ED will transfer funds, from amounts currently appropriated for FY 2025 or 2026, from amounts appropriated in future fiscal years subject to available appropriations, and from available carryover balances (as applicable) appropriated in prior fiscal years, as necessary to cover the costs of the activities and programs identified in Section 3 of this agreement. These include activities related to the provision of services supporting the administration of these programs, except where the described activities are specifically identified as the responsibility of ED. From these amounts, State or will carry out the reimbursable activities described in this agreement. State will make new awards and administer such grants for the duration of this agreement.

Transfers of funds will be by means of an Intra-Government Payment and Collection (IPAC) system when agreed to by all Parties in writing.

As the provider of funds for the activities carried out pursuant to this Agreement, ED will initiate the IPAC. As the receiver of transferred funds, State will provide ED with regular performance updates on a cadence agreed to by the parties that detail all work performed to date for the related project. Additionally, at least quarterly, the Parties will reconcile balances related to revenue and expenses for work performed under the Agreement. Issues arising during this reconciliation process must be brought to the attention of all Parties in writing. Resolution of the reconciliation process issues must be documented in writing within 30 calendar days of the written notice of the issue. No funds are obligated by this agreement; the Interagency Agreement's individual Form 7600B obligates the funds described here. ED agrees to transfer funds to State, in the form of lump sum payments for grants and contracts to be awarded, as practical, to support the initiative described in this Agreement.

5. GENERAL PROVISIONS

A. Effective Date

This modification is effective as of the date of the last signature and will remain in effect no longer than four (4) years or unless terminated at an earlier date by the Parties. To extend the Agreement beyond the close out of the grants and evaluation, the Parties must execute a new Agreement before the end of the fifth year. All Parties will review this Agreement annually and modify it as necessary and



appropriate.

B. Modification

Any modifications to this Agreement must be agreed upon in writing by both Parties.

C. Termination

This Agreement may be terminated by a Party upon 30 calendar days advance written notice to the other Parties. If either Party terminates this Agreement, the other Party may collect costs incurred by the Party prior to cancellation of the Agreement plus any allowable termination costs, provided that such costs do not exceed the total amount obligated on the Form 7600B.

D. Liability/Indemnification

Each party shall be responsible for any liability arising from its own conduct and retain immunity and all defenses available pursuant to federal law. Neither party agrees to insure, defend, or indemnify the other party.

Each party shall cooperate with the other party in the investigation/resolution of administrative actions and litigation arising from conduct related to the responsibilities and procedures addressed herein.



E. Anti-Deficiency Act

Nothing contained herein shall be construed to violate the Anti-Deficiency Act, 31 U.S.C. §1341, including by obligating the Parties to any expenditure or obligation of funds in excess or in advance of appropriations.

F. Resolution Mechanism

Should disagreements arise on the interpretation of the provisions of this Agreement or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement or interpretation is not reached within 30 days, the Parties shall forward the written presentation of disagreement to respective higher officials for appropriate resolution.

G. Effect of Agreement

This Agreement is not intended to confer any right upon any person. Nothing in this Agreement shall be interpreted as limiting, superseding, or otherwise affecting either party's normal operations or decisions in carrying out its statutory or regulatory duties.

H. Points of Contact

State Contact Information:
U.S. Department of State
Gavin Wax
2201 C St NW, Washington, DC 20451

ED Contact Information:
U.S. Department of Education
Office of Postsecondary Education
Chris McCaghren
400 Maryland Avenue, SW Washington, DC 20202

I. Disclaimer

State will not accept responsibility for reimbursement of late fees or other costs incurred due to the negligence of a servicing agency in complying with its obligations to third party contractors.



J. Authorizing Signatures and Dates

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this Agreement:

A handwritten signature in black ink, appearing to be "Gavin Wax".

Gavin Wax
Chief of Staff, Under Secretary for Public Diplomacy (R)
U.S. Department of State

Date 9/30/25

Rachel Oglesby
Chief of Staff
U.S. Department of Education
Office of the Secretary

A handwritten signature in black ink, appearing to be "Rachel Oglesby".

09/30/2025