

A P P E N D I X J

T E R M S A N D C O N D I T I O N S O F A W A R D

1. Financial benefits under this grant are limited to those described on the page attached to these terms and conditions of award plus a supplemental health and accident coverage policy for the grantee only. No additional funds will be provided for the purchase and shipment of teaching, research or study materials which a grantee may wish to have to carry out the purposes of this award. The fixed sum payment indicated will not be changed after the beginning date of the grant unless 1) the length of the grant is altered; or 2) the schedule of benefits for all similar grants is increased.
2. Full-time performance of professional duties as described in the Statement of Proposed Study in the grant application is required; for extended recess or vacation periods in the host country, the grantee will be expected to perform ancillary professional duties as agreed upon by the United States Department of State Public Affairs Section, U.S. Embassy abroad (hereinafter the Post), the host institution and the grantee. *Acceptance of remunerative employment abroad, unless approved in writing by the Post and IIE, violates the conditions of the grant.*
3. Deductions from the grant amount will be made for duplicating benefits received from sources other than the host government, which may provide additional benefits if the grant is joint. Funds provided by any other source will be deducted, if in foreign currency, at the estimated exchange rate at the time the grant is issued. Non-monetary benefits (such as housing) will be translated into dollar values at the time the grant is awarded, and these amounts will be deducted. No applicant may receive concurrently a grant from the Fulbright Student Program and a grant from the Doctoral Dissertation Research Program.
4. Grantees are required to attend any orientation program in the United States conducted for them while en route to their country or region of assignment and to attend any orientation program conducted for them in the host country or region. Expenses related to such attendance are not compensated for in addition to the fixed sum of the grant. Only if grantees and/or dependents are required to attend an orientation program before beginning their trip abroad will they receive a separate orientation allowance.
5. The initial payment under the grant will include a base amount for round-trip transportation on an American carrier, a one-time or initial start-up expenses payment and three months of grant benefits. This payment will be made no more than one month prior to the beginning date of the grant or as soon thereafter as possible, provided the grantee completes all required forms and notifies IIE of departure itinerary at least six weeks prior to departure. Any remaining installments will be paid on a quarterly basis during the month preceding the period for which the payment is being made or as described on the financial benefits page attached.
6. Any authorized adjustments in payments will be added to, or subtracted from, the next payment. If the final regular payment has been made, a separate payment will be made for any funds owed to the grantee. If adjustment following issuance of the last payment results in the grantee owing repayment, the grantee is required to make such repayment, by certified check to the Institute of International Education, within 20 days of receiving notification of the amount due.

7. For the purpose of determining the amount of the grant, the following three classes are considered for accompanying dependents only: zero dependents, one dependent, and, two or more dependents. Determination of the applicable dependent group is made at the time the grant is awarded but may be altered up to the time of travel under the grant to adjust to changes certified by the grantee, provided sufficient program funds remain available. Changes occurring after the beginning date of the grant will not affect the grant benefits. Dependents allowances are not available for all countries. Dependents for this purpose are defined as a spouse or a relative (child, parent, sibling) who is financially dependent on the grantee. An accompanying dependent is one who will spend at least 80% of the grant period abroad with the grantee. No allowance is provided for any dependent who holds a grant from any source.

8. Grant duration is established and grant benefits are determined on the basis of half-month intervals. Fifteen days or less is considered one-half month. Sixteen to thirty-one days is considered a full month. Duration is the time spent in the country of assignment on the authorized program.

9. During recesses or normal vacation periods, the grantee may leave the host country for a period of approximately two weeks without deduction in grant benefits if such absence is approved by the Cultural Affairs Officer or other appropriate officer of the Post, and by the host institution. Grantees may not leave the host country for other periods, without prior approval of IIE.

10. Except as indicated in Sections 5 and 14 of these terms and conditions, grant benefits cannot be paid for any period in which the grantee is in the United States.

11. The grant may not be postponed to a subsequent academic year.

12. The grantee is personally responsible for obtaining a passport and any visas that may be required by the countries in which the project will be undertaken or through which the grantee will pass en route to the final destination. The grant does not provide for expenses related to any passport or visa fees. Such expenses must be borne by the grantee without recourse to claim for reimbursement. The grantee is responsible for making all travel arrangements in conjunction with the grant. All air travel and all air shipments paid for with United States Government funds must conform to the Fly America Act, which requires that all such travel and shipments be on American Flag Carriers where such service is available. The effectuation of a grant is contingent upon availability of transportation, stable conditions in the host country, and the grantee's ability to obtain a passport, the necessary visas and research clearances.

13 CONTINGENCIES

13.1 A candidate who, at the time of application, or at any subsequent time prior to becoming a grantee as defined in Section 15.1, has been convicted of commission of a felony or a misdemeanor (excluding minor traffic violations), must inform the cooperating agency, the Bureau, or the Board in writing of such fact. Similarly, a candidate who at the time of application, or at any subsequent time prior to becoming a grantee as defined in Section 15.1, has been arrested for, indicted for, or charged with a felony or a misdemeanor (excluding minor traffic violations), and the criminal matter has not been resolved, must inform the cooperating agency, the Bureau, or the Board in writing of such fact.

If the candidate has been convicted of a felony, the Board will not select such a candidate for a grant (or, if the candidate has already been selected, the Board will annul the selection) unless the Board is satisfied that the conviction does not represent an absence of the requisite moral and social attitude desired of grantees. Such a determination will be based upon the nature of the crime, the time and place of conviction, and the subsequent conduct of the candidate. A candidate who has been convicted of a misdemeanor shall be eligible for selection unless the Board finds that the conviction represents an absence of the requisite moral and social attitude desired of grantees. Similarly, a selected candidate who has been convicted of a misdemeanor shall have his or her selection annulled only if the Board finds that the conviction represents an absence of the requisite moral and social

attitude desired of grantees. Such a determination will be based upon the nature of the crime, the time and place of conviction, and the subsequent conduct of the candidate.

If the candidate is arrested for, indicted for, or charged with a felony or a misdemeanor, the application (and, if already made, the selection) may be suspended by the Board until the criminal matter is resolved, or until such time that the Board is satisfied that the arrest or the charges do not represent an absence of the requisite moral and social attitude desired of grantees.

Similarly, a candidate who, at any time after becoming a grantee as defined in Section 15.1, is arrested for, indicted for, or charged with, a felony or a misdemeanor, must inform the cooperating agency, the Bureau, or the Board in writing of such fact. The grant may be suspended by the Board until the criminal matter is resolved, or until such time that the Board is satisfied that the arrest or the charges do not represent an absence of the requisite moral and social attitude desired of grantees. If a grantee is convicted, the Board may revoke the grant.

If an application, selection, or a grant is suspended on the basis of the criteria stated above, and the matter causing the suspension has not been resolved prior to the date set for the commencement of the grant activities, the Board may reject the application, rescind the selection, or revoke the grant, as applicable. Any funds disbursed to the grantee must be immediately returned to the source.

After a revocation, the grantee is considered as not having received the grant and will not be an alumnus or alumna of the Fulbright Program.

Grants are also subject to REVOCATION, TERMINATION AND SUSPENSION as provided in Section 15.

13.2 Neither the U. S. Department of State, the Post, the J. William Fulbright Foreign Scholarship Board, nor the Institute of International Education assumes responsibility for any injury, accident, illness, loss of personal property or other contingencies which may befall the grantee or his or her dependents during or in connection with the grantee's stay abroad under this grant.

13.3 No one or more of the Board, the U.S. Department of State, the cooperating agency and the Commission or Post will be liable for any claim or claims resulting from a grantee's failure to enter upon or to complete the project outlined in the grant, even though the failure is beyond the grantee's control, including without limitation any failure resulting from a revocation, termination, or suspension effected pursuant to Section 15 below.

13.4 Reassignment Provisions: It is understood and agreed that, if conditions beyond the control of the United States Department of State prevent or unduly hamper the timely and adequate implementation of the grant, the grantee may be reassigned to another country agreed to by the grantee and the grant issuing organization or organizations. Financial terms will be adjusted in accordance with the schedule in the country to which the grantee is reassigned. In the event such a reassignment is not satisfactorily arranged, the grantee, if abroad, will be provided not to exceed the equivalent of one month's grant benefits beyond the date of departure from the host country. If the grantee has not departed from the United States and if no mutually acceptable assignment can be arranged all rights and obligations shall cease.

13.5 The grantee is expected to satisfy all legitimate debts incurred in the host country.

13.6 Early Termination: A grantee is expected to remain in the host country for the full tenure of his/her award. Any grantee leaving the host country or resigning from the grant at a date earlier than that specified in the Terms of Award, without formally requesting and substantiating the request to the appropriate officer in the Public Affairs Section at the U.S. Embassy, and IIE and receiving the consent of the United States Department of State, will be required to repay grant benefits affected by early departure.

14. **Rights and Responsibilities**

A person accepting a grant under the Mutual Educational and Cultural Exchange Act of 1961, as amended, is not by virtue thereof an official or employee of the United States Department of State or other agency of the Government of the United States of America, or of an agency of the government of the host country.

Grantees are private citizens, retaining their rights of personal, intellectual and artistic freedom as guaranteed by the Constitution of the United States and generally accepted by the academic community. As enacted by the Congress and applied by the laws of the United States, all recipients of Fulbright academic exchange awards shall have full academic and artistic freedom, including freedom to write, publish, and create.

Pursuant to the Act, as amended, no award granted by the Fulbright Board may be revoked or diminished on account of the political views expressed by the recipient or on account of any scholarly or artistic activity that would be subject to the protection of academic and artistic freedom normally observed in universities in the United States. The Fulbright Board shall ensure that the academic and artistic freedoms of all persons receiving grants are protected.

Grantees are responsible for observing satisfactory academic and professional standards and for maintaining a standard of conduct and integrity which is in keeping with the spirit and intent of the Fulbright Program and which will contribute positively to the promotion of mutual understanding between the peoples of the United States and those of other countries. Grant recipients are expected to obey the laws of the host country.

15. **Revocation, Termination, and Suspension of Grants**

15.1 *Definitions*

a. For the purpose of Section 13.1 and this Section 15, a “grantee” is defined as a selected candidate who has signed the grant document (including all terms and conditions thereof) without qualification and has returned a signed copy to the corresponding cooperating agency.

A candidate who has been selected, but who has not so signed and returned the grant document, is defined as a “selected candidate”.

In the event a selected candidate fails to sign and return a copy of the grant document within one month after it has been received by the selected candidate, the selection may be withdrawn by the Board, the Commission or Post, or the corresponding cooperating agency by notice of such withdrawal delivered to the selected candidate.

b. A grant may be revoked, terminated, or suspended. After a revocation, the grantee is considered as not having received the grant and will not be an alumnus or alumna of the

c. Fulbright Program; after a termination, unless otherwise stated, the grant will be considered to have ended when the Board announces its decision to terminate; and after a suspension, the grant will be considered inoperative until a decision is made to reinstate, revoke or terminate the grant.

15.2 **Authority to Recommend Revocation or Termination**

a. A Commission or Post, as applicable, has authority to recommend that the Board revoke or terminate the grant held by a grantee who has departed the United States for the host country.

b. The cooperating agency has authority to recommend that the Board revoke or terminate a grant to a grantee who has not yet departed the United States for the host country.

15.3 **Grounds for Revocation or Termination**

In addition to the grounds specified in Section 13.1, grounds for revocation or termination include, but are not limited to: (1) violation of any law of the United States or the host country; (2) any act likely to give offense to the host country because it is contrary to the spirit of mutual understanding; (3) failure to observe satisfactory academic or professional standards; (4) physical or mental incapacitation; (5) engaging in any unauthorized income-producing activity; (6) failure to comply with the grant's terms and conditions; (7) material misrepresentation made by any grantee in a grant application form or grant document; (8) conduct which may have the effect of bringing the Department of State or the Fulbright Program into disrepute; (9) violation of the Policies of the J. William Fulbright Foreign Scholarship Board.

In addition, the Board may terminate a grant, unless prohibited by law, if (1) the grantee has exhausted all benefits of health and accident coverage provided by the U.S. Department of State in connection with the grant and continued medical treatment would lead to the grantee's becoming a public charge, or (2) the grantee requires such protracted medical treatment that successful completion of the grant is jeopardized. The procedure for any such termination shall be the same as that provided for the termination of grants generally, except that the recommendation for such termination, supported by the corresponding factual information, shall be made by the Bureau (not a host institution, Commission, Post, or cooperating agency). In the event any such grounds occur during the period of a grant, it is the Board's policy that such a grant should not be renewed or extended.

15.4 **Procedure for Revocation or Termination**

The procedure for revoking or terminating a grant is:

- a. The Commission, Post, or cooperating agency consults initially with the Bureau of Educational and Cultural Affairs and the Staff Director of the Fulbright Scholarship Board;
- b. The Commission, Post, or cooperating agency prepares a Statement of Fact and Recommendations for Specific Action by the Board and forwards them to the Staff Director;
- c. The Staff Director provides a copy of these documents to the grantee and obtains proof of delivery;
- d. The grantee sends a written reply to the Staff Director within two weeks of receipt of the documents. The Board may grant additional time for reply if circumstances warrant. The Staff Director will inform the Board if the grantee does not reply within the specified time;
- e. The Staff Director provides a copy of all documents to the Commission, Post, or cooperating agency for review and to the Bureau for review, evaluation, and recommendation;
- f. Following receipt of the Bureau's evaluation and recommended action, the Staff Director provides a copy of all relevant documents to the Board. The Board will inform the grantee, the Commission or Post, the relevant cooperating agency, and the Bureau, expeditiously and in writing, of the Board's decision and the reasons therefore.

15.5 **Financial Issues Related to Revocation, Termination and Suspension**

Unless otherwise specified by the Board, when a grant is suspended, revoked or terminated, disbursement of any allowances and benefits will cease, except for return travel, and medical benefits that may be authorized under the Bureau's accident and sickness program for exchanges; the grantee will also be required to immediately repay any advances in allowances or benefits disbursed for use in the period of time after the suspension, revocation or termination. Unless otherwise authorized by the Board, Bureau, Commission or Post, no further claim for disbursements of allowances or benefits

will be honored. This provision shall not apply to grants, which are suspended because conditions in the host country require the departure of grantees for reasons of personal safety; in such instances, Section 13.4 applies.

The Bureau, the Commission or Post will inform the grantee whose grant has been suspended, terminated or revoked of the impact of the Board's decision on past and future allowances and benefits; the Bureau, the Commission or Post will take the necessary measures to implement the Board's decision, and to collect any advances in allowances and benefits that must be repaid.

15.6 **Suspension**

a. The Board, at the recommendation of a Commission or Post may suspend a grant pending the procedure for revocation or termination of the grant, or if the grantee is arrested for, indicted for, charged with, or convicted of commission of a crime, either before or after the grantee's departure from the United States, in accordance with Section 13.1.

b. The Commission or Post may suspend a grant:

1. if the grantee ceases to carry out the project during the grant period;
2. if the grantee leaves the host country for more than two weeks without the prior authorization of the Commission or post;
3. if conditions in the host country require the departure of grantees for reasons of personal safety.
4. A grant may also be suspended if the grantee requests suspension of the grant for personal reasons and the Commission, Post, or cooperating agency concurs.

15.8 **Persons Arrested for, Indicted for, Charged with, or Convicted of a Felony or a Misdemeanor**

The provisions of this Section 15 are in addition to the provisions of Section 13.1 .

16. **The following persons are ineligible for grants:**

- a. Employees of the U.S. Department of State, for a period ending one year following the termination of such employment. This provision does not include part-time or temporary employees, consultants, and contract employees of the Department of State, unless such persons perform services related to the Bureau's exchange programs;
- b. Employees of private and public agencies (excluding educational institutions) under contract to the U.S. Department of State to perform administrative or screening services on behalf of the U.S. Department of State's exchange program, for a period ending one year following the termination of their services for the U.S. Department of State provided such employees have been directly engaged in performing services related to the exchange programs;
- c. Officers of an organization, in the United States or abroad, including members of boards of trustees or similar governing bodies, or individuals otherwise associated with the organization, wherein the organization and the individuals are responsible for nominating or selecting individuals for participation in any U.S. Department of State exchange program, for a period ending one year following the termination of their association with such organization;
- d. Members and staffs of the Commissions for a period ending one year following the termination of their services with the Commissions;

e. Members of the Fulbright Scholarship Board, for a period ending one year following the expiration of their service on the Board; immediate families (i.e., spouses and dependent children) of individuals described in paragraphs a-e, for a period ending one year following the termination of such employment. This provision does not disqualify self-supporting members of families who live apart from their parents.

f. Candidates who wish to pursue studies as medical students are not eligible. Candidates with medical degrees may receive grants for advanced academic study, but not for internships or residencies.

g. Anyone who has already held a U.S. Department of State-funded Fulbright student grant of any type.

h. Anyone who has previously received a Department of Education-funded Doctoral Dissertation Research Abroad(Fulbright-Hays) grant.

i. Anyone who has resided abroad for five or more consecutive years in the six-year period preceding the date of application.

17. Reports

The grantee is required to submit periodic and final reports as specified by the Post and the Institute of International Education. Payment of the final month's grant maintenance will be withheld until the satisfactorily completed final report is received at IIE, even if this follows the grantees return to the United States. All final reports are expected to be filed within three months of grant completion in order to receive final payment.

18. Health coverage

As part of the Fulbright award, the United States Department of State provides supplemental health and accident coverage. This insurance is not all-purpose health coverage; it is subject to specific limitations. This coverage is not intended to replace any insurance a participant may already have. Instead, its intent is to supplement existing coverage and to ensure that a participant's basic health is protected in a foreign country. Fulbright recipients are responsible for providing their dependents with insurance.

19. Signature

By my signature, I accept the terms and conditions.

Signature

Date

4/2008