

## **Fulbright Visiting Scholar Program**

### **Terms of Appointment, Special Instructions, and Terms and Conditions**

Congratulations on your selection as a Fulbrighter for 2020-2021! The terms of your sponsorship as a Fulbright grantee are outlined below.

*Please read the following information very carefully. It is important that you clearly understand all the information included in this document. You must confirm your agreement with the Terms and Conditions contained in this document by signing your name on the last page. Please complete, sign, and return this document to the Fulbright Commission or the Public Affairs Sections at the U.S. Embassy (Post) in your home country within ten (10) days. Keep a copy of this document for future reference.*

You will be required to complete your Fulbright grant in the academic program and at the host institution specified in your grant document. Grant dates and funding amounts stated in the grant document are subject to change, contingent upon the institution's operating status, availability of the academic program, changes in the institution's academic program start date, travel availability, and evolving travel or health advisories. If you are informed directly of a date or program change by your host institution, you must inform your home country Fulbright Commission or U.S. Embassy contact and IIE immediately. Your grant is activated only if you can obtain a passport, J-1 visa, and enter the United States to begin the academic program outlined in your grant document at your host institution, and is dependent on the availability of funds.

**PURPOSE OF THE FULBRIGHT PROGRAM:** The Fulbright Program is the flagship international educational exchange program of the United States government to increase mutual understanding between the people of the United States and the people of other countries. As such, all Fulbright award recipients are subject to [the policies](#) established by the J. William Fulbright Foreign Scholarship Board (The Board). Your Fulbright grant has been awarded to enable you to teach and/or conduct research in the United States at the institution for the objective and duration specified on your grant document. Your J-1 visa requires you to participate in a full-time program of teaching and/or research and to meet the academic requirements of your host institution in the United States. IIE must be notified in advance if you plan to undertake academic activities at sites other than your approved U.S. institution.

**ROLE OF THE INSTITUTE OF INTERNATIONAL EDUCATION (IIE):** IIE administers the Fulbright Visiting Scholar Program under contract with the U.S. Department of State (the Department), Bureau of Educational and Cultural Affairs (ECA). IIE is responsible for recording your visa status and for monitoring your progress in your academic program while in the United States. You are required to keep IIE informed and to discuss with IIE any proposed changes to your authorized Fulbright Program. Should you leave the United States for personal or academic reasons during the period of your grant, you must notify IIE as the financial/health benefit provisions of your grant may be adjusted.

#### **J-1 VISA SPONSORSHIP:**

The grantee is personally responsible for obtaining a passport and any visas required by the countries through which the grantee will pass en route to the United States, as well as a visa for the United States. The grant does not provide for expenses related to passports, visas, immunizations, or other costs incidental to travel.

Grantees must enter the United States on a J visa under Exchange Visitor Program No. G-1-00005 under the category of "professor," "research scholar," or "short-term scholar." Any grantee who enters the U.S. under the "professor" or "research scholar" category cannot have been physically present in the United States on a J visa on an exchange program of more than six months' duration during the 12-month period immediately preceding his or her program commencement date under this grant, unless the J program sponsorship will transfer from the host institution to that of the Fulbright Program (G-1-00005) directly.

In addition to the 12-month bar, there is a 24-month bar for J-1s in the "professor" or "research scholar" category and their J-2 dependents. Anyone sponsored in the "professor" or "research scholar" category with a SEVIS end date of November 18, 2006 or later is now subject to a 24-month bar on re-entering the United States in the "professor" or "research scholar" category. This bar is in place regardless of the actual length of time spent in the United States as a Professor or Research Scholar or as a dependent of a visa holder in this category. Participants may return to the United States in any other J-1 category or in any other non-immigration status prior to having fulfilled the 24-month bar.

Under U.S. law and applicable regulations, foreign grantees, upon expiration of their exchange visitor visa sponsorship, are required to reside in their home country for two years before they may apply for non-immigrant visas (H and L) as temporary workers, for permanent residence in the United States, or as immigrants. The Fulbright Program requires grantees to return to their home countries when their academic exchange activities in the United States are concluded.

J-1 visa sponsorship sponsored by the Fulbright Program must not involve direct clinical patient contact. Grantees may not pursue commercial, private, or remote (drone) pilot licenses, while under J-1 visa sponsorship.

In order to maintain your J-1 visa sponsorship, you are required to be physically living in the United States and studying, teaching, or conducting research for the duration of your academic program. If you will be outside of the United States for more than 15 days during the academic year either conducting research or for medical or personal reasons, you must notify IIE and request approval in advance of your departure in order for the time outside of the United States to be considered a leave of absence. For IIE-paid grantees, the grantee must reimburse IIE for any excess payments made due to early departure or for time spent outside the United States if such time is longer than 15 days.

Under certain U.S. federal, state, county, and local laws, J-1 visa holders and their dependents may seem to qualify for “public assistance,” such as health insurance, subsidized housing, food assistance, and unemployment benefits. As a J-1 or J-2 exchange visitor, accepting such benefits is a violation of the grantee’s visa status in the U.S. Accepting such benefits while under J-1 visa sponsorship is not permissible, may jeopardize the grantee’s current visa status, result in denial at border, and/or prevent the grantee from re-entering the U.S. in the future.

You have a thirty-day (30) grace period to depart the United States following the program end date on your DS-2019. If you remain in the United States beyond your authorized grant period, you may forfeit any return travel benefits. Fulbright benefits, including your U.S. Department of State health benefits plan, expire at the conclusion of your Fulbright sponsorship, the program end date on your DS-2019.

Should an emergency necessitate early departure, prior approval must be obtained through IIE. The Board, the Department a, IIE, and the Fulbright Commission or Post in your home country will not be liable for any claim or claims resulting from your failure to enter upon or to complete the program.

### **GENERAL PROGRAM TERMS:**

The grantee must demonstrate a proficiency in the English language commensurate with the proposed project and sufficient to adequately adjust to life in the United States.

The grantee proposing an affiliation with a U.S. institution for research, lecturing, or other educational activities should have a carefully developed proposal which either has already been accepted at an accredited U.S. institution through negotiations between the grantee and the institution or which is acceptable through arrangements made by IIE on behalf of the grantee.

The grantee must consult with and obtain prior approval through IIE regarding any change in professional program, institutional affiliation, or the period of stay.

The Board believes that the purposes of the Fulbright Program are best achieved when lecturers and researchers engage in full time conventional academic endeavors, normally teaching or research or related activities. Although lecturers may engage in consulting projects, such projects must be consistent with goals and objectives of the Fulbright Program and announcement of such opportunities must have prior approval by the Board.

Benefits for grantees vary. Commissions are authorized to develop grant packages for grantees from their countries. For grantees from Post countries, the Department, in consultation with the Post, will determine grant benefits.

Grantees are provided with supplemental accident and sickness coverage that is in compliance with the Exchange Visitor Program regulations for J-visa holders. This is in effect during direct travel time to the United States, while participating in grant activities in the United States and while directly en route back to the partner country. This coverage is not all-purpose health insurance; it is subject to specific limitations.

- a. This accident and sickness coverage is not intended to replace the grantee’s normal health insurance coverage, which should be maintained during the grant period.
- b. In the case of extreme medical emergencies, the Commission, Post or IIE may request special emergency assistance for the grantee for costs not covered by the supplemental accident and sickness policy.

### **DURATION OF STAY:**

With the exception of seminar programs, Fulbright Visiting Scholar exchanges must be a minimum length of three months and a maximum length of 12 months.

The grantee must be available to accept a grant and is solely responsible for obtaining any necessary leave of absence from their home institution and making other required arrangements for the duration of their proposed program. The awarding of a grant does not constitute endorsement by the Board, the Department, the Institute of International Education, Inc. (IIE), the Fulbright Commission or Foundation (the Commission), or the Public Affairs Section of the U.S. Embassy (Post) of a leave of absence for the grantee.

The grant may not be postponed to a subsequent academic year. Candidates who are unable to begin their program during the period for which the grant was awarded may resubmit their applications for the following year’s competition.

A grantee’s request for early departure from the United States upon satisfactory completion of the grantee’s project or assignment is subject to approval by the Commission or, for grantees from non-Commission countries, the Department or IIE.

Resignation requests for causes other than early completion or compelling personal reasons will be reported to the Board by the Department after consultation with Commissions, Posts or IIE. The Board will determine eligibility for return travel costs.

### **FULBRIGHT PROGRAM REPORTING REQUIREMENTS:**

If the grantee receives funds from IIE, the grantee must open a U.S. bank account for IIE to deposit the first payment electronically. Many U.S. banks require a small amount of personal funds to open an account. It is the grantee's responsibility to decide on the appropriate account for his/her personal needs. The opening of a U.S. bank account and this initial payment may take several days. The grantee must have sufficient personal funds for the initial weeks of the grant. The grantee's email address will be used for important communication, including payment notifications. To receive timely payment from IIE, the grantee must keep a current email address on file with IIE.

The grantee must return the Notification of Arrival Form as well as submit copies of their I-94 record(s) and J-1 visa page(s) to IIE within 10 days of arrival in the United States.

The grantee must report their physical address (residence) in the United States to IIE within ten (10) days of your arrival. Throughout the duration of your grant, the grantee must keep IIE informed of any subsequent changes to your address and/or contact information within ten (10) days of the change. If the address where mail is received is different from the grantee's physical residence, IIE must be informed of both addresses.

Your contact information, including email address, will be shared with the [Fulbright Association \(www.fulbright.org\)](http://www.fulbright.org). The Fulbright Association is the official U.S. alumni association with local chapters throughout the United States, which host events, seminars, and volunteer activities for visiting Fulbrighters and U.S. alumni.

The grantee must inform and receive prior approval from IIE of any travel outside of the United States during the period of J-1 visa sponsorship. Travel outside the United States whether for academic or personal reasons during the duration of your grant may have financial, health benefits, or J-1 visa implications. The U.S. Department of State health benefits plan does not provide coverage for medical incidents that occur outside of the United States on non-grant related travel.

The grantee must consult with and obtain prior approval from IIE in order to accept honoraria or engage in any type of paid employment. Grantees should not accept additional employment or projects which might conflict with the purposes of the award.

The grantee must advise IIE at least six weeks in advance of the planned date of departure from the United States following the end of his/her grant. Resignation requests for causes other than early completion or compelling personal reasons will be reported to the Board by the Department after consultation with Commissions, Posts or IIE. The Board will determine eligibility for return travel costs.

If your grant is paid by IIE, the grantee must reimburse IIE for any excess payments made due to early departure or for time spent outside the United States if such time is longer than 15 days and it is not grant related.

The grantee must submit, at the conclusion of the grant period, a final evaluation report on the academic work accomplished.

### **INCOME TAX AND REQUIRED INDIVIDUAL TAXPAYER IDENTIFICATION NUMBER (ITIN):**

All grantees, no matter the source of their funding, will have some form of U.S. tax filing requirement. If you receive any funding from Fulbright distributed to you by IIE, or you attend any enrichment program organized by IIE, the Department has authorized U.S. federal tax withholding from the grant funds and has arranged for such tax payment to be withheld during each calendar year in which Fulbright grant payments are made to you or on your behalf. Grantees are responsible for determining whether any part of funds received in the United States is subject to U.S. income tax regulations. IIE, in consultation with the Department, shall provide guidelines to assist grantees at the beginning of each calendar year.

IIE-paid grantees are required to obtain either an Individual Taxpayer Identification Number (ITIN) or a Social Security Number (SSN) when you arrive at your U.S. host institution. Commission-paid grantees are also strongly encouraged to obtain an ITIN or an SSN to facilitate any tax obligations that may arise. If your Fulbright Program requires work authorization you will need to apply for a SSN. You should not apply for a SSN until IIE has validated your SEVIS record and provided you a Work Authorization letter. You must provide IIE with your ITIN or SSN as soon as you receive this number.

### **RESPONSIBILITY FOR DEPENDENTS:**

If your country program policy allows you to invite J-2 dependents to join you in the United States, you are required to provide evidence of sufficient funding to cover living expenses, health insurance, and travel to and from the United States for each dependent to accompany you as J-2 visa holder. A dependent is defined as a spouse or an unmarried child under 21 years of age. In some cases, a dependent allowance may be provided for grantees whose dependents spend at least 80 percent of the grant period with the grantee in the United States

J visa regulations prohibit the use of income earned from authorized U.S. employment to financially support your dependents. Any approved J-2 dependent must reside in the same physical location as the J-1 visa holder for the duration of the J-1 visa sponsorship. You are *required* to provide evidence of adequate health and accident insurance for each dependent within ten days of the dependent's arrival in the United States. Failure to comply with the above violates the Terms and Conditions and may result in termination of your grant. J visa regulations require that, the dependent insurance must provide the following benefits: (1) Medical coverage of at least \$100,000 per person per accident or illness; (2) repatriation of remains in the amount of \$25,000; and (3) medical evacuation benefits of at least \$50,000. In addition, a qualified insurance program shall not have a deductible that exceeds \$500 and it must meet other technical standards as specified in the Exchange Visitor Program regulations. You are required

to inform IIE of any changes to the status of your J-2 dependents, including but not limited to separation and/or divorce, final departure from the U.S., and changes to visa type. In the event that an accompanying dependent on a J-2 visa is pregnant or becomes pregnant while in the U.S., the grantee is required to provide proof of appropriate medical insurance that covers pregnancy and childbirth in the U.S. Failure to provide proof of appropriate insurance may result in termination of the grant. None of the agencies, organizations, or persons cooperating in providing your grant can assume any responsibility for the travel, insurance, or support of any dependents; should your dependents' needs negatively impact your program progress, you may be asked to resign from your program.

Neither the Board, the Department, Commissions, Posts nor IIE assumes responsibility for any injury, accident or illness, any loss of personal property, or any other contingency which may befall the grantee or accompanying dependents during, or as a result of, the stay in the United States, travel, or other activities related to the grant.

### **RIGHTS AND RESPONSIBILITIES:**

Grants under the Mutual Educational and Cultural Exchange Act of 1961, as amended (The Fulbright Program) involve certain obligations and responsibilities on the part of each grantee.

As provided in U.S. law and in Board policy, all recipients of Fulbright academic exchange grants will have full academic and artistic freedom, including freedom to write, publish and create, and no award granted by the Board may be revoked or diminished on account of the political views expressed by the recipient or on account of any scholarly or artistic freedom normally observed in higher education in the United States.

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 peoples of the United States and those of other countries.

Academic and professional integrity is of utmost importance to the Fulbright Program and plagiarism will not be tolerated. Plagiarism is understood to include any of the following: Presenting wording, statistics or concepts as your own which should be attributed to someone else or to publications (online or in print). This includes but is not limited to: (1) Copying the exact wording of a written source; (2) Presenting material with alterations in wording; (3) Paraphrasing the content of a source without citation. Plagiarism in your application or during your academic program will result in your disqualification from participating in the program.

Grant recipients are expected to obey the laws of the United States.

A person accepting a grant is not by virtue thereof an official employee of the J. William Fulbright Foreign Scholarship Board, the Department or other agency of the Government of the United States of America, or of an agency of the government of their home country.

Grantees who share their Fulbright experiences publicly via web-based media are responsible to acknowledge that theirs is not an official U.S. Department of State website or blog, and that the views and information presented are their own and do not represent the Fulbright Program, IIE or the Department. Any grantee who posts inappropriate or offensive material on the Internet in relation to the Fulbright Program, IIE or the Department may be subject to revocation or termination of their grant.

### **REVOCAION, TERMINATION OR SUSPENSION OF AWARD: [As outlined in Chapter 700 of the Board's Policies:](#)**

**A.** In the event a selected candidate fails to sign and return a copy of the grant document within a reasonable time after it is received by the selected candidate, the selection may be withdrawn by the Fulbright Commission or, in non-Commission countries, the 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 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.

**C.** IIE and the host institution have authority to recommend that the Board revoke or terminate the grant held by a grantee who has departed the home country for the United States. The Fulbright Commission or, in non-Commission countries, the Post has authority to recommend that the Board revoke or terminate a grant to a grantee who has not yet departed the home country for the United States. If revocation or termination is recommended to the Board, the grantee will have an opportunity to respond to the recommendation. A review of the circumstances will be considered before a final decision is made.

**D.** Grounds for revocation or termination include, but are not limited to: (1) violation of the laws of the United States or the home country; (2) any act likely to give offense to the United States 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 unauthorized income-producing activities; (6) failure to comply with the grant's terms and conditions; (7) material misrepresentation made by any participant in a grant application form or grant document, or failure to provide all required documents to the administering agency prior to arrival in the United States. (8) conduct which may have the effect of bringing the Department or the Fulbright Program into disrepute; (9) violation of the policies of the J. William Fulbright Foreign Scholarship Board.

The Board also has authority to terminate a grant on either of the following grounds: (a) that the grantee has exhausted all benefits of health and accident insurance provided to the grantee by the U.S. Department of State's Bureau of Educational and Cultural Affairs in connection with the grant, and continued medical treatment would lead to the grantee becoming a public charge; or, (b) that the grantee requires such protracted medical treatment that successful completion of the objectives 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, Fulbright 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 grant should not be renewed or extended. If your grant is revoked or terminated on any grounds (1, 2, 3, 5, 6, 7, 8, 9), you may be obligated to repay all the amounts you have received under the grant, including without limitation all amounts already awarded or advanced under this grant.

**E.** A grant may be suspended if: (1) the grantee ceases to carry out the project or academic program during the grant period; and/or (2) the grantee leaves the United States without prior authorization of the cooperating agency (IIE) and the host institution; and/or (3) the grantee requests suspension of the grant for personal reasons and the Fulbright Commission, Post or cooperating agency concur. During a period of suspension, the grantee will not receive any allowance or benefits. Unless otherwise authorized by the Board, Fulbright Commission or Post, no claim for such allowances or other benefits with respect to a period of suspension will be honored; and/or 4) conditions in the host country require the departure of grantees for reasons of personal safety or security; and/or 5) the host institution ends the assistantship for any reason. 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 (ASPE) health benefits plan; 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, the Department, Fulbright Commission or Post, no further claim for disbursements of allowances or benefits will be honored.

**ACTIVITIES OTHER THAN SPECIFIED IN GRANT DOCUMENT:** Neither the U.S. Department of State, Fulbright Commission, Post, or IIE has any responsibility, financial or otherwise, in connections with any program other than that specified in these terms and conditions. No one or more of the FFSB, the U. S. Department of State, IIE, and the Commission or U.S. Embassy will be liable for any claim or claims resulting from a grantee's failure to enter upon or to complete the program 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 727.2 or Section 738 of The Policies of the J. William Fulbright Foreign Scholarship Board.

*By signing and agreeing to these Terms and Conditions, I agree to uphold the policies, guidelines, mission, and principles of the Fulbright Program and the terms outlined in this document. My signature will confirm my understanding that I am required to reside in my home country for 2 years following completion of my Fulbright Program to further the intended goals of the Fulbright Program.*

**SIGNATURE OF GRANTEE:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Full Name (Printed) \_\_\_\_\_ Home Country: \_\_\_\_\_

Current Occupation: \_\_\_\_\_ Employer (if applicable) \_\_\_\_\_