

## TERMS AND CONDITIONS OF FULBRIGHT AWARD

These terms and conditions are subject to change based on the Policies of the J. William Fulbright Foreign Scholarship Board (hereinafter the Board), which will always supersede these terms and conditions.

In accepting the terms of this grant as described on pages one to seven, the grantee agrees to the provisions and instructions of the Mutual Educational Exchange (Fulbright) grant and agrees to the following specific terms and conditions:

1. The grantee must be available to accept a grant and is solely responsible for obtaining any necessary leave of absence and making other required arrangements. The awarding of a grant does not constitute endorsement by the Board, the U.S. Department of State (hereinafter Department), the Institute of International Education, Inc. (hereinafter IIE), the Fulbright Commission or Foundation (hereinafter Commission), or the Public Affairs Section of the U.S. Embassy (hereinafter Post) of a leave of absence for the grantee.
2. 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.
3. The grantee must demonstrate a proficiency in the English language commensurate with the proposed project and that is adequate to adjust to life in the United States.
4. 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 are acceptable through arrangements made on behalf of the grantee.
5. The grantee must consult with and obtain prior approval from IIE regarding any change in professional program, institutional affiliation, or the period of stay.
6. 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. The grantee must consult with and obtain prior approval from IIE in order to accept honoraria or engage in paid employment. Grantees should not accept additional employment or projects, which might conflict with the purposes of the award.
7. Benefits for grantees vary according to the type awarded. 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.
8. 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.
9. 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. A dependent is defined as a spouse or an unmarried child under 21 years of age.
10. 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. IIE's GRANTAX division will provide assistance in preparing and filing your U.S. federal tax report. You are required to utilize GRANTAX services at no cost to you. You will receive informational materials and authorizing documentation concerning your enrollment in GRANTAX after the beginning of each calendar year in which Fulbright grant payments will be made to you or on your behalf.
11. Grants will not be awarded to persons who are concurrently recipients of all-expense grants under other auspices.
12. 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.

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- 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.
  - c. 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. J visa regulations prohibited the use from income earned from authorized employment to financially support your dependents. 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.
  - d. It is recommended that the grantee obtain adequate insurance for personal property.
  - e. Neither the Board, the Department, Commissions, Posts nor IIE assumes responsibility for any injury, accident or illness, (except as provided in Section 11), 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.
13. Grantees may receive round-trip transportation from their place of residence in their own country to and from the United States, including travel within the United States to the institution where the project is to be carried out. All airline tickets purchased using U.S. Government money must comply with the Fly America Act. Grantees may receive an excess baggage allowance to permit them to transport books, equipment, and other materials to and from their assignment as accompanied baggage.
  14. Direct round-trip economy-class air travel for one principal accompanying dependent of fully-funded senior lecturer or research grantees may be provided at the discretion of the Commission or the Department, primarily for grantees serving one full academic year (8 to 10 months) whose dependents spend at least 80 percent of the grant period in the United States.
  15. 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. Such expenses must be borne by the grantee without recourse to claim for reimbursement.
  16. 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 shall not 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.
  17. 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.

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18. 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.
19. 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 deportation, and/or prevent the grantee from re-entering the U.S. in the future.
20. The grantee must return the Notification of Arrival Form to IIE within 10 days of arrival in the United States.
21. The grantee must inform IIE within 10 days of any changes in address while in the United States.
22. The grantee must notify IIE in advance of the date of any international travel during the period of stay in the United States.
23. The grantee must advise IIE of the planned date of departure from the United States following the end of his/her grant at least six weeks in advance.
24. When compelling reasons, such as personal illness, death of an immediate family member, or other personal/family emergencies, make it impossible for a grantee to complete the grant period, the grantee will be permitted to resign from the grant with the concurrence of the Commission or the Department (for non-Commission countries). The Board recommends a flexible policy on return travel benefits to be followed so that grantees will not be penalized for circumstances beyond their control.
25. 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.
26. 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.
27. 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 two weeks and it is not grant related.
28. The grantee must submit, at the conclusion of the grant period, a final report on the academic work accomplished.
29. No one or more of the Board, the Department, IIE, 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 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, pursuant to Section 33.
30. This grant may be revoked, terminated or suspended. The Board and the Department may revoke, terminate or suspend a grant and withhold remaining allowances for the reasons stated in Section 33 under "Revocation, Termination and Suspension of Grants".
31. 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. The text of the policy of the Board in this regard is found as Section 32, "Rights and Responsibilities of Grantees".
32. Ineligibility Factors
  - a. Persons holding both citizenship in a partner country and U.S. citizenship or permanent residency are ineligible for Fulbright grants to the United States.
  - b. Persons Associated with the U.S. Department of State (hereinafter the Department), and Commissions. The following individuals are ineligible to receive a grant:
    - i. Local employees of U.S. missions abroad who work for the Department are ineligible for grants during the period of their employment and for one year following the termination of employment.

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- ii. Members and staff of a Commission, for a period ending one year after the termination of such employment.
- iii. Immediate families (i.e., spouses and dependent children) of Department employees and members and staff of a Commission, for a period ending one year after the termination of such employment. This provision does not disqualify self-supporting members of families living apart from their parents.

### **33. Persons Arrested for, Indicted for, Charged with, or Convicted of a Crime**

A candidate who, at the time of application, or at any subsequent time prior to becoming a grantee as defined in Section 33, has been convicted of commission of a crime (excluding minor traffic violations), must inform IIE, the Department, 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 33, has been arrested for or charged with a crime (excluding minor traffic violations), and the criminal matter has not been resolved, must inform the Commission or Post, IIE, the Department, or the Board in writing of such fact.

If the candidate has been convicted of a crime, 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.

If the candidate is arrested for or charged with a crime, 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 33, is arrested for, or charged with a crime, must inform IIE, the Department, 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 33.

As used in this section and Section 33, "Crime" means a criminal offense punishable by imprisonment of one year or more.

### **34. Rights and Responsibilities of Grantees**

As provided in U.S. law, 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. It is the policy of the Board to 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 peoples of the United States and those of other countries. Grant recipients are expected to obey the laws of the United States and of the home country.

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

**Web-Based Media:** Grantees who share their Fulbright experiences publicly via web-based media are responsible to acknowledge

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that theirs is not an official 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 U.S. Department of State. Any grantee who posts inappropriate or offensive material on the Internet in relation to the Fulbright Program, IIE or the U.S. Department of State may be subject to revocation or termination of their grant (see section 33).

### 35. Revocation, Termination and Suspension of Grants

#### *Definitions*

- a. For the purpose of this Section, 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 of same to the Commission or IIE.
- b. A candidate who has been selected, but who has not so signed and returned the grant document, is defined as a "selected candidate".
- c. 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 Commission, or in non-Commission countries, by IIE by notice of such withdrawal delivered to the selected candidate.
- d. 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.

#### *Authority to Recommend Revocation or Termination*

- a. IIE and the host institution have authority to recommend that the Board revoke or terminate the grant held by a grantee that has departed the home country for the United States or while that individual is in the United States.
- b. The Commission or Post has the authority to recommend that the Board revoke or terminate a grant to a grantee that has not yet departed the home country for the United States.

#### *Grounds for Revocation or Termination*

- a. In addition to the grounds specified in Section 5, grounds for revocation or termination include, but are not limited to: (1) violation of any law 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 any unauthorized income-producing activity; (6) failure to comply with the terms and conditions of the grant; (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.
- b. In addition, the Board may terminate a grant, unless prohibited by law, if (1) the grantee has exhausted all benefits of the accident and sickness coverage provided by the Department 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, or (3) medical information submitted in the application is found to be substantially inaccurate or incomplete. 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 Department (not a host institution, Commission, Post, or IIE). 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. Grants shall not authorize activity for which a license to practice medicine or nursing is required.

#### *Procedure for Revocation or Termination*

The process for consideration of possible revocation or termination is:

1. The Commission, Post, host institution, and/or IIE consults initially with the Department and the Staff Director of the Board;
2. The Commission, Post, host institution, and/or IIE prepares a Statement of Fact and Recommendations for Specific Action by the Board and forwards them to the Staff Director;
3. The Staff Director provides a copy of these documents to the grantee and obtains proof of delivery;

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4. 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 the reply if circumstances warrant. The Staff Director will inform the Board if the grantee does not reply within the specified time;
5. The Staff Director provides a copy of all documents to the Commission, Post, or IIE for review and to the Department for review, evaluation, and recommendation;
6. Following receipt of the Department's evaluation and recommended action, the Staff Director provides a copy of all relevant documents to the Board.

The Board will consider such recommendations in an expeditious manner and will inform the grantee, Commission or Post, IIE, and the Department in writing of the Board's decision and reasons therefore.

*Financial Issues Related to Revocation, Termination or 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 Department'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, the Department, Commission or Post, no further claim for disbursements of allowances or benefits will be honored.

The Department, 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 Department, 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.

*Suspension*

- a. The Board, at the recommendation of the Department, 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 31.
- b. The Department, Commission or Post may suspend a grant if:
  1. The grantee ceases to carry out the project during the grant period, and/or
  2. The grantee leaves the United States for more than two weeks without the prior authorization of IIE.
- c. A grant may also be suspended if the grantee requests suspension of the grant for personal reasons and the Commission, Post or IIE concurs.

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

The provisions of this section are in addition to the provisions of Section 31 regarding the suspension, termination, or revocation of grants to persons arrested for, indicted for, charged with, or convicted of a crime.

***By Signing below, I confirm that I have read and understand these Terms and Conditions of my Fulbright Award.***

Grantee Signature \_\_\_\_\_ Date \_\_\_\_\_

March 2019