

FULBRIGHT PROGRAM TERMS AND CONDITIONS OF GRANT

PURPOSE: Your Fulbright grant enables you to study in the United States at an academic institution for a specified period. You are expected to undertake a full-time program of study and to meet the academic requirements of your U.S. institution. Should you leave the U.S. for personal or academic reasons during the period of your grant, the provisions of your grant may be adjusted.

RIGHTS AND RESPONSIBILITIES OF GRANTEEES:

A person accepting a grant under the Mutual Education and Cultural Exchange Act of 1961, as amended, is not by virtue thereof an official or employee of the Bureau of Educational and Cultural Affairs of the United States Department of State or any other agency of the Government of the United States, or of an agency of the home country. Grantees are private citizens retaining their rights of personal, intellectual, and artistic freedom as guaranteed by the Constitution 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 J. William Fulbright Scholarship Board may be revoked on account of the political views expressed by the recipient or on account of any scholarly or artistic activity that would be subject to protection of academic and artistic freedom normally observed in universities in the United States. The 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 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 United States.

ROLE OF LASPAU: Under a grant from the Department of State's Bureau of Educational and Cultural Affairs, LASPAU administers Fulbright programs. As LASPAU is responsible for monitoring your progress in your U.S. study program, you are required to keep LASPAU informed and to discuss with LASPAU any proposed changes in your current or future plans which differ from your authorized program.

DURATION OF STAY: You are required to complete your full period of study and to obtain approval through

LASPAU of any further stay beyond this period. Should an emergency necessitate early departure, prior approval must be obtained through LASPAU.

REVISION OF FINANCIAL TERMS: Please refer to "Financial Terms" sheet or to Finance chapter in the *Guide for Grantees*. The Bureau of Educational and Cultural Affairs and LASPAU reserve the right to revise or adjust these grant provisions if conditions require. Conditions may include late arrival and changes in financial resources available to you in the United States. You must report to LASPAU any grants, other awards or employment opportunities you may be offered. If your Fulbright grant covers all or part of your U.S. academic and/or maintenance costs, it may be reduced accordingly.

GRANTAX: As a Fulbright grantee, you are required to pay taxes on your scholarship if the funds come from a U.S. source, unless your country has a tax treaty with the United States. Rather than reduce the amount of your grant, the Fulbright Program pays an estimate of your required tax on your behalf. The Fulbright Program provides grantees with assistance in tax preparation and filing through the GRANTAX, the tax management service at the Institute of International Education. It is a requirement that you use the GRANTAX service if you receive funds from the Fulbright Program.

SUSPENSION, REVOCATION OR TERMINATION OF AWARD:

A. The J. William Fulbright Scholarship Board in cooperation with the Fulbright Commission or the Public Affairs Section of the United States Embassy, and the Department of State's Bureau of Educational and Cultural Affairs reserves the right to suspend, revoke or terminate this grant and to withhold return transportation to the home country should noncompliance with the provisions of the grant warrant such action. The academic institutions and LASPAU may recommend revocation of a grant to DOS/ECA and the Fulbright Scholarship Board.

B. Grounds for such action include, but are not limited to the following: Violation of the laws of the United States; misconduct; failure to maintain satisfactory scholastic standing; material changes in your study program or changing your assigned institution without prior approval of the institution and LASPAU; failure to complete the grant because of voluntary termination, including premature departure from the institution of affiliation in the United States; engaging in political or

unauthorized income-producing activities, that in the discretion of the Fulbright Scholarship Board and the Department of State's Bureau of Educational and Cultural Affairs (DOS/ECA) are inconsistent with the purposes and best interests of the program; failure to submit the reports required by the supervising agency (LASPAU on behalf of DOS/ECA); physical or mental incapacitation. Revocation on any other grounds other than physical or mental incapacitation will lead to immediate cessation of remaining benefits except return travel and may result in repayment by the grantee of any advance allowances or benefits received.

A candidate who, at any time after becoming a grantee is arrested for, or charged with a crime, 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.

C. The Board also has authority to terminate a grant on either of the following grounds: (1) that the grantee has exhausted all benefits of health and accident insurance provided to the grantee by the Fulbright Program in connection with the grant, and continued medical treatment would lead to the grantee's becoming a public charge, or (2) 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 Department of State Bureau or Educational and Cultural Affairs (not a host institution, Commission, post, or cooperating agency). In the event any such ground occurs during the period of a grant, it is the Board's policy that such grant should not be renewed or extended.

D. Grantees who remain in the United States beyond periods authorized by LASPAU are subject to the provisions of this section in that they may be deprived of return travel to their home country.

REPORTS: LASPAU will request reports and other information from you and your institution concerning your academic performance.

OTHER REQUIREMENTS AND INSTRUCTIONS:

A. APPLICATION FOR VISA: The Fulbright Commission (if one exists in your country) or the Public Affairs Section of the United States Embassy will provide instructions for securing a J-1 visa under the U.S. Department of State's Exchange Visitor Program Number G-1-00001 as required by your Fulbright grant. You are personally responsible, financially and otherwise, for making all arrangements for your passport and visa. Your grant is available only if you can secure a passport and visa. LASPAU will issue the necessary Certificate of Eligibility (Form DS-2019) for your visa application. The DS-2019 will be issued with a program end date to match the maximum funding date of the grant and will include funding based on the current grant year plus an estimate for anticipated renewal of the grant through the maximum funding date. Issuance of the DS-2019 does not guarantee a renewal of the grant. Your J-1 visa carries with it the obligation to return to your country of origin at the completion of your program and to reside there for a period of at least two years without returning to the United States to seek permanent residence.

B. RESPONSIBILITY FOR DEPENDENTS: None of the agencies, organizations, or persons cooperating in providing your grant can assume any responsibility for the travel, insurance, and/or support of any accompanying dependents. Grantees accompanied by dependents are required to provide adequate health and accident insurance. Failure to do so violates the Terms and Conditions of Award and may result in termination of the grantee's program. At a minimum, dependent insurance must provide the following benefits:

1. medical coverage of at least \$50,000 per person per accident or illness;
2. repatriation of remains in the amount of \$7,500; and
3. medical evacuation benefits of at least \$10,000.

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.

C. PROGRAMS OTHER THAN SPECIFIED IN TERMS: Neither the Fulbright program nor LASPAU has any responsibility, financial or otherwise, in connection with any program other than that specified in these Terms.

D. FULBRIGHT FOREIGN SCHOLARSHIP BOARD POLICIES: Please refer to *Chapter 500: Students from Partner Countries* for a complete description of Fulbright Foreign Scholarship Board policies

<http://exchanges.state.gov/education/fulbright/ffsb/policies/>.

E. ACCEPTANCE OF THESE TERMS OF APPOINTMENT: You should sign below and return this copy of the Terms and Conditions of Grant to: LASPAU-Notification Documents, 25 Mt. Auburn St., Cambridge, MA 02138-6095, USA, to indicate that you understand and accept all provisions stated. (You should retain a photocopy for your records.)

Your signature is requested in the space provided below. Please read carefully the foregoing and other information provided on the terms and conditions of your Fulbright grant. Your signature will confirm your understanding of these terms and your agreement to return to your home country upon completion of your authorized study program in the U.S.

NAME (Please Print) _____

SIGNATURE _____ DATE _____