

Fulbright Foreign Student Program

Terms and Conditions

Congratulations on your selection as a Fulbrighter for 20xx-20xx. 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.

TERMS AND CONDITIONS OF FULBRIGHT PROGRAM AWARD

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 (FFSB). Your Fulbright grant has been awarded to enable you to study, teach, 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 study, teaching, 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 Foreign Student and the Fulbright Foreign Language Teaching Assistant (FLTA) Programs under contract with the U.S. Department of State, 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: IIE will provide a Certificate of Eligibility (DS-2019) and instructions for securing a J-1 visa under the Exchange Visitor Program #G-1-00001 or #G-1-11057 as required by your Fulbright sponsorship. You are personally responsible, financially and otherwise, for making all arrangements for securing your passport and U.S. visa. Your grant is activated only if you can obtain a passport and a U.S. visa. If you maintain good academic and programmatic standing, IIE will be responsible for extending your permission to stay in the United States throughout your authorized participation in the Foreign Fulbright Student Program.

The Fulbright Program is not appropriate for students wishing to pursue programs/projects involving graduate medical education or training in the United States. The Educational Commission for Foreign Medical Graduates (ECFMG) must sponsor alien physicians who wish to pursue programs of graduate medical education or training conducted by accredited U.S. schools of medicine or scientific institutions. J-1 visa sponsorship sponsored by the Fulbright Program must not involve direct clinical patient contact. Any U.S. program of study in the clinical/medical fields which a grantee has the ultimate goal of receiving a license is not permitted under the Fulbright Program.

Fulbrighters may not pursue commercial, private, or remote (drone) pilot licenses, while under J-1 visa sponsorship.

As stated on the second page of your DS-2019 form, upon the expiration of your exchange visitor (J-visa) status, you are required to reside in your home country for two years before you may apply for an immigrant visa or for permanent residence in the United States. The Fulbright Program requires you to return to your home country at the conclusion of your authorized activities in the United States or within thirty (30) days following your program end date.

Under certain U.S. federal, state, county, and local laws, J-1 visa holders and their dependents may qualify for "public assistance," such as health insurance, subsidized housing, food assistance, or unemployment benefits. Accepting such benefits as a J-1 or J-2 visa holder can lead to inadmissibility to the United States due to reliance on "public assistance" under the Immigration and Nationality Act, this could ultimately result in denial of re-entry into the United States in the future. The J-1

visa holder is responsible for understanding that certain types of benefits could qualify for “public assistance” and knowing the risks associated with enrolling and/or receiving such benefits.

Note: In the event a participant exhausts the coverage provided through the U.S. Department of State health benefits plan, the Fulbright J-1 visa sponsorship may end. Such decisions are made based on the severity and nature of the medical case.

DURATION OF STAY: 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. 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 525.2 or Section 537 of FFSB Policies.

You must apply to IIE for an extension of J-1 sponsorship beyond this period. You may be able to request transfer of your J-1 visa sponsorship from IIE to your host institution if you have reached the time limits, as established by the J. William Fulbright Scholarship Board (FFSB), for the Fulbright Program and need additional time to complete your academic program. You must be in good academic and programmatic standing to request and extension. Transfer of J-1 visa sponsorship is dependent upon home country policy and subject to approval.

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 thirty (30) 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.

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. Your 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 FFSB, the U.S. Department of State, 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.

FULBRIGHT PROGRAM REPORTING REQUIREMENTS: An IIE advisor will serve as your program contact while you are in the United States. Your IIE advisor is listed at foreign.fulbrightonline.org. You must create an account on the [Foreign Fulbright Online](http://foreign.fulbrightonline.org) (<https://foreign.fulbrightonline.org>) website. Fulbright Online provides valuable information about preparing and engaging in your Fulbright Program.

A. You are required to sign and return a copy of your Terms & Conditions (T&C) to the Fulbright office in your home country within ten (10) days of receipt. Additionally, you must submit a Medical History and Examination Form no more than six months in advance of your grant start date. **A DS-2019 form will not be provided if you do not submit these documents in a timely manner.**

B. U.S. visa regulations require that you provide IIE your physical local address in the United States and other contact information (including telephone number and e-mail). You must report the address of your actual physical residence in the United States to your IIE contact within ten (10) days of your arrival, as well as submit copies of your I-94 record and J-1 visa page. Throughout the duration of your grant, you 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 you receive mail is different from where you physically reside you must inform IIE of both addresses.

C. Your contact information, including email address, will be shared with the [Fulbright Association](http://www.fulbright.org) (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.

D. It is a requirement of both your Fulbright grant and your J-1 visa status to be enrolled full time at your authorized study program for the duration of your grant period. You will be required to provide IIE proof of your academic progress. All requested reports, surveys and other information from you and your host institution concerning your Fulbright Program must be completed and returned to IIE within the timeframe indicated via email or online. It is expected that you will attend your academic courses in person. You must notify IIE in advance if coursework is not in person, such as online and international components conducted outside the United States and is required by your academic program.

E. For your safety and security, you must inform IIE if you are planning travel outside of the United States during your period of J-1 visa sponsorship. 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. Should you leave the United States for academic or personal reasons during the duration of your grant, you must notify IIE as your travel plans may have financial, health benefits, or J-1 visa implications.

F. If you receive funds from IIE, you must open a U.S. bank account for IIE to deposit your first payment electronically. Many U.S. banks require minimal amount of personal funds to open a bank account. It is your responsibility to decide on the appropriate account for your personal needs. The opening of a U.S. bank account and this initial payment may take several days. You must have sufficient personal funds for the initial weeks of your grant.

If you receive payment from IIE directly, your email address will be used for important communication, including payment notifications. You must keep a current email address on file with IIE.

INCOME TAX AND REQUIRED INDIVIDUAL TAXPAYER IDENTIFICATION NUMBER (ITIN): You are required by law to file a U.S. federal income tax return as well as a state tax return as required by the state in which you reside. Your grant sponsor, the U.S. Department of State, has authorized payment of both U.S. federal and state tax withholding from U.S. government funds and has arranged through IIE to pay the tax due on your Fulbright grant for each calendar year in which payments are made to you (or on your behalf) while residing in the United States.

IIE's tax service, provides tax assistance in preparing and filing your U.S. federal and state (if applicable) tax returns at no cost to you. This includes filing of IRS forms 1042S, 1040NR and 8843. **If you receive any funding from Fulbright that is distributed to you directly by IIE OR you attend any Fulbright enrichment events organized by IIE such as a summer orientation, enrichment seminar, or other event, you are required to file a tax return through IIE's tax service.** You will receive instructions and materials concerning your required tax responsibilities via email at the beginning of each calendar year.

You 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. 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. Please see the Fulbright Online website for details. You must provide IIE with your ITIN or SSN as soon as you receive this number.

Compliance with U.S. tax law is critical to maintaining your J-1 visa status. Failure to comply with U.S. tax law requirements may result in an interruption of your Fulbright grant benefits and/or financial penalties imposed by the U.S. Internal Revenue Service (IRS).

RESPONSIBILITY FOR DEPENDENTS: If your home 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 and accident insurance, and travel to and from the United States for each dependent accompanying you as a J-2 visa holder.

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. Failure to comply with any of the policies below violates the Terms and Conditions and may result in termination of your Fulbright grant.

A. J visa regulations prohibit the use of income earned from authorized U.S. employment to financially support your dependents. You are required to provide evidence of adequate health and accident insurance for each dependent within ten (10) days of the dependent's arrival in the United States. Failure to provide proof of appropriate insurance may result in termination of your Fulbright grant.

J visa regulations require that the dependent health and accident 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.

B. 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 United States, 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 United States, you are required to provide proof of appropriate health insurance that covers pregnancy and childbirth in the United States.

C. None of the agencies, organizations, or persons cooperating in providing your Fulbright grant, including but not limited to ECA, Fulbright Commission, Post, and IIE, 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 Fulbright Program.

RIGHTS AND RESPONSIBILITIES:

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 people of the U.S and those of other countries. Grant recipients are expected to obey the laws of the United States.

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.

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 Mutual Educational and Cultural Exchange Act of 1961, as amended, no award granted by the (FFSB) 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 protection of academic and artistic freedom normally observed at universities in the United States. The FFSB shall ensure that the academic and artistic freedoms of all persons receiving grants are protected.

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 or any agency of the U.S. government, or of an agency of their home country. Therefore, Fulbright grant recipients sharing their experiences through print or web-based media should acknowledge that the views and information presented are their own and do not represent the Fulbright Program nor the U.S. Department of State.

REVOCATION, TERMINATION OR SUSPENSION OF AWARD: As outlined in Chapter 500 of the FFSB 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 FFSB 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 FFSB 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 FFSB 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 FFSB, 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 U.S. Department of State or the Fulbright Program into disrepute; (9) violation of the policies of the J. William Fulbright Foreign Scholarship Board.

The FFSB 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 FFSB'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 FFSB, 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 Fulbright Foreign Scholarship Board, Bureau, Fulbright Commission or Post, no further claim for disbursements of allowances or benefits will be honored.*

F. *Grantees who share their Fulbright experiences publicly via web-based media are responsible for acknowledging 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 or the U.S. Department of State. Any grantee who posts inappropriate or offensive material on the Internet in relation to the Fulbright Program may be subject to revocation or termination of their grant.*

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.*

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): _____