

Fulbright Visiting Scholar Program General Terms and Conditions

Congratulations on your selection to the Fulbright Visiting Scholar Program (the “Fulbright Program”) for 2024-2025. 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. This document sets forth the terms and conditions of your grant award and participation in the Fulbright Program.

Please read these General Terms and Conditions for the Fulbright Program (“Terms and Conditions”) 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 by initialing each page and signing your full name on the last page. Please 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.

As part of these Terms and Conditions, you are agreeing to be bound by the following policies and procedures (“FFSB Policies”) governing the Fulbright Program as adopted by Fulbright Foreign Scholarship Board (“FFSB”):

- Front Matter: Statement of Objectives, Selection, Supervision and Guiding Principles, which is available at https://eca.state.gov/files/bureau/front_matter_-_11-2019.pdf;
- Chapter 100: Program Planning and Administration, which is available at https://eca.state.gov/files/bureau/fulbright_program_policies_chapter_100_nov_2019.pdf; and
- Chapter 700-Lecturers and Research Scholars From Partner Countries, which is available at https://eca.state.gov/files/bureau/fulbright_program_policies_chapter_700_nov_2019.pdf.

The FFSB Policies are expressly made a part of these Terms and Conditions and are binding upon you. Please initial here to indicate that you have read the above referenced FFSB Policies:

Initials

If any portion of your grant funding is administered by a Fulbright Commission in your home country, you will be provided a grant document from the Fulbright Commission (the “Commission Grant Document”) that you will be required to sign and return to the Fulbright Commission, which sets forth additional terms and conditions governing your grant. If any portion of your grant funding is administered by IIE, including participants from home countries without a Fulbright Commission, you will be provided a grant document from IIE (“Terms of Appointment”) that you will be required to sign and return to IIE, which sets forth additional terms and conditions governing your grant. Failure to comply with any requirements set forth in these Terms and Conditions, including the FFSB Policies and the Terms of Appointment and/or Commission Grant Document, may result in the withdrawal, suspension, revocation, or termination of your grant award.

In the event of any conflict between these Terms and Conditions, the FFSB Policies, the Terms of Appointment, and the Commission Grant Document, the order of precedence is as follows: (1) these Terms and Conditions; (2) the FFSB Policies; (3) the Terms of Appointment; and (4) the Commission Grant Document.

ROLE OF THE INSTITUTE OF INTERNATIONAL EDUCATION (IIE)

IIE administers the Fulbright Visiting Scholar Program under a 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.

PASSPORT AND VISA REQUIREMENTS

You are personally responsible, financially and otherwise, for securing and maintaining a passport and a J-1 visa for the United States for the duration of your Fulbright grant, as well as any visas required by the countries through which you will pass en route to the United States. The grant does not provide for expenses related to any passport or visa fees. Your grant will commence only if you can obtain a passport and a U.S. visa and enter the United States to begin the academic program outlined in your grant document at your host institution.

A. J-1 Visa Sponsorship. The sponsor for your J-1 visa to participate in the Fulbright Program is the U.S. Department of State, and the sponsorship is administered by IIE. IIE will provide you with a Certificate of Eligibility (“DS-2019”) and instructions for securing a J-1 visa under the Exchange Visitor Program #G-1-00005. IIE will provide you with the DS-2019 form only if these

Terms and Conditions are signed and returned by the deadline, and if you provide a Medical History and Examination Form no more than six months in advance of your grant start date to your Fulbright Commission or Post.

Participants 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 participant who enters the United States 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-1 visa holders in the “professor” or “research scholar” category and their J-2 dependents. Anyone sponsored in the “professor” or “research scholar” category with a program end date on your DS-2019 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-immigrant status prior to having fulfilled the 24-month bar.

The following is not permitted under a J-1 visa sponsorship for the Fulbright Program: (1) direct clinical patient contact; and (2) pursuing commercial, private, or remote (drone) pilot licenses.

- B. J-1 Visa Requirements.** It is your responsibility to understand the requirements to obtain and maintain a J-1 visa for the duration of your grant, and the consequences of J-1 visa status, all of which are subject to change based upon new laws, regulations, interpretations, policies, or guidance of the U.S. government. References to J-1 visa requirements in these Terms and Conditions are not intended to be an exhaustive explanation of all such requirements.

If at any time you fail to maintain J-1 visa status in the United States, your Fulbright program will effectively end at that time, the disbursement of all grant stipends, allowances, and other benefits will cease, except for return travel (if applicable), and you will be required to immediately reimburse IIE or the Fulbright Commission for any stipends, allowances, or other benefits disbursed for use in the period of time after the J-1 vis status ends.

- C. Note Regarding Public Assistance.** 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 “public assistance” 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, section 212 (a)(4).

GENERAL REQUIREMENTS FOR THE FULBRIGHT PROGRAM

- A. Full-Time Nature of Grants; Location; Duration.** Your Fulbright grant has been awarded for full-time teaching, research, or other approved activities in the United States at the host institution and for the purpose and duration specified in your Terms of Appointment or Commission Grant Document. You must obtain advance approval from IIE regarding any change in professional program, institutional affiliation, or the period of stay. If you are informed of a date or program change directly by your host institution, you must inform IIE and the Post or Fulbright Commission in your home country immediately.

You are solely responsible for obtaining any necessary leave of absence from your employer. The award of a grant does not constitute endorsement by the FFSB, ECA, IIE, Fulbright Commission, or Post of a leave of absence.

In order to maintain your J-1 visa, you must be physically living in the United States and teaching or conducting research for the duration of your academic program. You must receive advance approval from IIE prior to traveling outside of the United States during the period of J-1 visa sponsorship. Grant stipends, allowances, or other benefits may be adjusted for periods spent outside of the United States. The Accident and Sickness Program for Exchanges (“ASPE”), which is the limited health benefits policy provided for the duration of your Fulbright grant, does not provide coverage for medical incidents that occur outside of the United States on non-grant related travel. This accident and sickness coverage is limited and is not intended to replace the participant’s normal health insurance coverage, which should be maintained during the grant period. Please review the ASPE Benefit Guide for more information regarding coverage:

<https://www.sevencorners.com/docs/default-source/usdos-documents/usdos-benefit-guide-pdf>

You must advise IIE at least six (6) weeks in advance of your planned date of departure from the United States. 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 the thirty-day (30) grace period, you will 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. Upon expiration of your J-1 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.

Should an emergency necessitate early departure, prior approval must be obtained through IIE.

- B. Postponement/Deferral of Grant Not Allowed:** Grants may not be postponed or deferred to a subsequent academic year. If you are unable to accept or begin the grant for the academic year in which it was awarded, you may reapply for a subsequent academic year.
- C. Early Departure; Resignation:** Any request for early departure from the United States based upon satisfactory completion of your project or assignment is subject to approval by the Fulbright Commission or Post, and the U.S. Department of State. If your grant benefits are paid by IIE, you 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.

If you resign from your Fulbright grant prior to completion of your project or assignment for compelling personal reasons (e.g. personal illness, death of immediate family member, etc.) or for any other reason, you may be required, within the discretion of IIE, the Post, or Fulbright Commission, to reimburse IIE or the Fulbright Commission for advances on stipends, allowances, or other benefits including return travel.

- D. Outside Employment.** You may not accept any honoraria, employment, or other remuneration for the duration of your Fulbright grant without the prior approval of the Fulbright Program.
- E. Reporting Requirements.** An IIE advisor will serve as your program contact while you are in the United States. Your IIE advisor is listed on the Fulbright Scholar website: [<https://fulbrightscholars.org/fulbright-visiting-scholar-program-advisors>]. You must create an account through IIE's [self-service portal](#) when you are prompted to do so upon receipt of your DS-2019 form. The online [Visiting Scholar Guide](#) provides valuable information about preparing and engaging in your Fulbright Program, and is available at: <https://fulbrightscholars.org/visiting-scholars/guide>

U.S. visa regulations require that you provide IIE your physical local address in your host community 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.

Your contact information, including email address, will be shared with the Fulbright Association (<https://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.

You must submit a final evaluation report to IIE at the conclusion of the grant period.

- F. Bank Account.** 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 communications, including payment notifications. You must keep a current email address on file with IIE.

- G. Responsibility for Dependents.** If policies outlined by your Fulbright Commission or Post allow you to invite J-2 dependents to join you in the United States, you are required to provide IIE with evidence of sufficient funding to cover living expenses, health and accident insurance, and travel to and from the United States for each J-2 dependent. J visa regulations prohibit the use of income earned from authorized U.S. employment to financially support your dependents.

You are required to provide to IIE evidence of adequate health and accident insurance for each dependent within ten (10) days of the dependent's arrival in the United States. Pursuant to J visa regulations, the dependent insurance must provide, among other things: (1) medical coverage of at least \$100,000 per person per accident or illness; (2) repatriation of remains in the amount of \$25,000; (3) medical evacuation benefits of at least \$50,000; and (4) the deductible cannot exceed \$500. In the event that an accompanying dependent on a J-2 visa is pregnant or becomes pregnant while in the United States, the participant is required to provide proof of appropriate medical insurance that covers pregnancy and childbirth in the United States and proof of appropriate health insurance for the infant within 30 days from birth.

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 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.

None of the agencies, organizations, or persons cooperating in providing your Fulbright grant, including but not limited to the U.S. Department of State, the FFSB, Fulbright Commission, Post, and IIE, can assume any responsibility for the travel, insurance, or support of any dependents.

- H. Grantee Conduct.** You 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 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 includes the presentation of wording, statistics, or concepts as your own, which should be attributed to someone else or to a publication. This includes but is not limited to: (1) copying the exact wording of a written source; (2) presenting material with alterations in wording; and (3) paraphrasing the content of a source without citation.

As a Fulbright grantee, you are expected to comply with the rules and policies of your host institution. Should you be accused of and/or found responsible for violating a rule or policy of your host institution, you are required to notify IIE immediately. Should the host institution determine that you are responsible for violating a rule or policy, you may be disciplined, suspended, or expelled from the host institution.

As a Fulbright grantee, you are not an official or employee of the U.S. government or your home country government. Therefore, if you share your Fulbright experiences publicly, including through print or web-based media, you must include a disclaimer that the views and information presented are your own and do not represent the Fulbright Program, the U.S. government, or your home country government.

- I. Host Institution.** Your participation in the Fulbright Program is contingent upon you securing and maintaining a placement with a host institution. If, for any reason and at any time, you are unable to secure or maintain a placement with a host institution or such placement is otherwise unavailable to you, whether prior to departure to the United States or during the grant period, you will be deemed to have withdrawn from the Fulbright Program.

In the event you are deemed to have withdrawn from the Fulbright Program, the disbursement of all grant stipends, allowances, and other benefits will cease, except for return travel (if applicable), and you will be required to immediately reimburse IIE or the Fulbright Commission for any stipends, allowances, or other benefits disbursed for use in the period of time after the withdrawal.

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(s) as required by the state(s) in which you receive income and/or benefits. The U.S. Department of State has authorized both U.S. federal and state tax withholding from U.S. government funds and has arranged through IIE to pay the federal 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. Tax liability resulting from any non-Fulbright sources of funding, such as host institution stipends or awards, are your responsibility. IIE, in consultation with the U.S. Department of State, shall provide guidelines to assist you at the beginning of each calendar year.

IIE's tax service (Sprintax) provides expert tax assistance in preparing and filing your U.S. federal and state (if applicable) tax returns. This includes filing of U.S. Internal Revenue Service ("IRS") forms 1042S, 1040NR, and 8843. If any U.S. sourced funding is distributed directly to you by IIE OR you attend any enrichment events organized by IIE, such as anchor cities programming, enrichment seminars, OR you benefit from an Outreach Lecturing Fund award, you will receive a Form 1042-S (Foreign Person's US Source Income Subject to Withholding) from IIE through Sprintax's Forms system. If you receive your stipend payments from IIE you are required to file a tax return through Sprintax Tax Returns system and will receive such services free of charge. Please note you may be required to pay state tax upfront when submitting your state tax return but you may be eligible to receive a reimbursement from IIE. Commission-paid scholars may opt in to use Sprintax services at a reduced rate, or use any other service or file their returns on their own.

You are required to obtain either an Individual Taxpayer Identification Number (ITIN) or a Social Security Number (SSN) when you arrive at your 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 Student and Exchange Visitor Information System (SEVIS) record and provided you a Work Authorization letter. If you are not eligible for a SSN, contact your IIE advisor for assistance in applying for an ITIN through IIE. You must provide IIE with your ITIN or SSN through the participant self-service portal, as soon as you receive the tax number. You must also report your non-US tax ID (if applicable) to IIE through IIE's self-service portal upon further instruction.

While you may be eligible to keep a portion of your tax refund that results from any non-IIE administered Fulbright scholarship, such as scholarships from your host institution, you must return to IIE the portion of your tax refund that resulted from your IIE administered Fulbright scholarship including any expenses that IIE paid on your behalf such as Enrichment Seminars, Anchor Cities programming, or Outreach Lecturing Fund awards. More information about how to return the IIE-Fulbright portion of your tax refund will be sent after tax returns are due on or around April 15th of each year.

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).

REVOCAION, TERMINATION OR SUSPENSION OF AWARD

A grant may be revoked, terminated, or suspended in accordance with FFSB Policy 738, and subject also to the following:

A. Grounds for Revocation or Termination. The FFSB may revoke or terminate a grant for reasons including, but not limited to, the following: (1) violation of any 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) violation of the host institution's rules and policies that results in discipline, suspension, or expulsion from the host institution; (5) physical or mental incapacitation; (6) engaging in unauthorized income-producing activities; (7) failure to comply with the grant's terms and conditions; (8) material misrepresentation made by any participant in a grant application form or grant document, or failure to provide all required documents to IIE prior to arrival in the United States; (9) conduct which may have the effect of bringing the U.S. Department of State or the Fulbright Program into disrepute; or (10) violation of the FFSB Policies.

The FFSB may also terminate a grant for reasons including, but not limited to, the following: (1) that the grantee has exhausted all benefits of health and accident insurance provided to the grantee by the U.S. Department of State in connection with the grant, and continued medical treatment would lead to the grantee becoming a public charge; (2) that the grantee requires such protracted medical treatment that successful completion of the objectives of the grant is jeopardized; (3) medical information submitted in the application is found to be substantially inaccurate or incomplete; or (4) where the FFSB determines, in its discretion, that termination of a grant is necessary due to a Program Suspension Event (defined below).

B. Grounds for Suspension. The FFSB 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 for the United States, in accordance with FFSB Policy 525.2.

The Post, ECA, or Fulbright Commission may also suspend a grant if: (1) the grantee ceases to carry out the project or academic program during the grant period; (2) the grantee leaves the United States without prior authorization of IIE and the host institution; (3) the grantee requests suspension of the grant for personal reasons and the Fulbright Commission, Post, or IIE concurs; or (4) the host institution ends the affiliation for any reason.

The Fulbright Program may also be suspended worldwide or within a particular country or region if ECA, the Post, or a Fulbright Commission determines that suspension is necessary due to any of the following, which are referred to herein as "Program Suspension Events": (1) floods, fires, earthquakes, explosions, or other natural disasters; (2) war, invasions, hostilities (whether war is declared or not), terrorist threats or acts, riots or other civil unrest; (3) governmental authority, proclamations, orders, laws, actions, or requests; (4) embargoes or blockades; (5) epidemics, pandemics, or other national or regional public health emergencies; (6) strikes, labor stoppages or slowdowns, or other industrial disturbances; (7) shortages of supplies, adequate power, or transportation; and (8) any other similar events.

C. Financial Consequences of Suspension, Revocation, and Termination. If a grant is revoked, terminated, or suspended, the disbursement of all stipends, allowances, and other benefits will cease, except for return travel, and medical benefits that may be authorized under ASPE. The grantee will also be required to immediately repay any advances in stipends, allowances, or other benefits disbursed for use in the period of time after the revocation, termination, or suspension. No further claim for disbursements of stipends, allowances, or other benefits will be honored.

LIMITATION ON LIABILITY AND WAIVER OF LIABILITY

By signing these Terms and Conditions, you expressly acknowledge and agree that the U.S. Department of State, FFSB, IIE, and/or Fulbright Commission do not have any responsibility to you other than the grant award, subject to these Terms and Conditions or the Grant Award Document. You therefore acknowledge and agree that in no event shall the U.S. Department of State, FFSB, Fulbright Commission, and/or IIE have any liability to you arising out of or relating to your participation in the Fulbright Program other than the grant award.

You further acknowledge and agree that the U.S. Department of State, FFSB, Fulbright Commission, and IIE do not assume any responsibility for any personal injury, accident, illness, loss of personal property, or other contingencies you and/or your dependents or other travel companions may experience during or after your participation in the Fulbright Program. You understand that there are inherent risks associated with living, traveling, studying, and/or working in a foreign country that may result in injury, illness, loss, or even death to you, or your accompanying dependents or other travel companions, including, but not limited to, local and international travel; crime and public safety; lack of adequate healthcare or negligent healthcare or first aid; epidemics, pandemics, or contagious disease; consumption of food; differing cultures, social norms, and national laws; language barriers; political, social, and economic instability; war, civil strife, terrorism, organized crime, and insurrection; weather and natural disasters; and police, fire, and other governmental systems that may be inadequate. You acknowledge that you have fully considered the foregoing risks, understand that the previous is but a partial list of potential risks, and you expressly and voluntarily assumes all of these and any and all other risks that may occur during or after your participation in the Fulbright Program, either to you or to any accompanying dependents or other travel companions.

GRANTEE HEREBY, ON BEHALF OF GRANTEE AND GRANTEE’S DEPENDENTS, RELEASES AND FOREVER DISCHARGES AND HOLDS HARMLESS THE U.S. DEPARTMENT OF STATE, FFSB, IIE, AND THE FULBRIGHT COMMISSION, AND ANY OF THEIR TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS (THE “RELEASEES”) FROM AND AGAINST, AND AGREE NOT TO SUE THEM FOR, ANY AND ALL CLAIMS, CAUSES OF ACTION, OR DEMANDS OF ANY KIND ARISING FROM ANY LOSS OR DAMAGE TO PROPERTY, BODILY OR PERSONAL INJURY, LOSS OF COMPANIONSHIP OR SUPPORT, OR DEATH SUSTAINED BY GRANTEE OR ANY THIRD PARTIES EITHER DURING OR AFTER GRANTEE’S PARTICIPATION IN THE FULBRIGHT PROGRAM, REGARDLESS OF WHETHER THE INJURY, DAMAGE, OR DEATH IS CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.

You acknowledge that participation in the Fulbright Program is optional and that your participation would not have been permitted without the foregoing release and agreement.

You hereby agree that these Terms and Conditions shall be construed in accordance with the law of the State of New York. If any provision of these Terms and Conditions is held invalid, the remainder shall continue in full force and effect.

By signing below, you acknowledge that you have received, read, and will comply with these Terms and Conditions, including the FFSB policies. You acknowledge and agree that these Terms and Conditions are subject to change at any time. You will be notified of any changes to these Terms and Conditions by your IIE advisor, and you will be deemed to have accepted any such changes by continuing the Fulbright Program.

SIGNATURE OF PARTICIPANT

| | | | |
|----------------------|-------|---------------------------|-------|
| Signature | _____ | Date: | _____ |
| Full Name (Printed): | _____ | Home Country: | _____ |
| Current Occupation: | _____ | Employer (if applicable): | _____ |