WHITAKER INTERNATIONAL FELLOWS AND SCHOLARS PROGRAM TERMS AND CONDITIONS OF GRANT

1. Benefits under this grant are limited to those described on page one of these Terms and Conditions of Grant plus a supplemental health and accident insurance policy for the grantee only. No additional funds will be provided for the purchase and shipment of teaching, research or study materials which a grantee may wish to have to carry out the purposes of this Grant. The fixed sum payment indicated will not be changed after the beginning date of the grant unless 1) the length of the grant is altered; or 2) the schedule of benefits for all similar grants is increased; or 3) sufficient progress is not made for continued funding for the second year (applicable only to scholars requesting two year funding).

Scholars requesting two years of funding will have their projects evaluated at the end of the first year, after which the renewal of the grant will be determined.

- 2. Full-time performance of professional duties as described in the Statement of Grant Purpose in the grant application is required.
- 3. Deductions from the grant amount will be made for duplicate benefits provided by any other source. The grantee is not permitted to engage in any remunerative work during the grant period.
- 4. Grantees are required to attend any orientation program in the United States conducted for them before arrival in their host country and to attend any event program conducted for them by IIE during their grant tenure. Reasonable expenses related to such attendance will be covered in addition to the grant amount. IIE will inform grantees in such cases that these events are scheduled.
- 5. The initial payment under the grant will include a base amount for round-trip transportation, a one-time or initial start-up expenses payment and three months of grant benefits. This payment will be made no more than one month prior to the beginning date of the grant or as soon thereafter as possible, provided the grantee completes all required forms and notifies IIE of his or her departure itinerary at least six weeks prior to departure. Any remaining installments will be paid on a quarterly basis during the month preceding the period for which the payment is being made or as described on the attached schedule.
- 6. Any authorized adjustments in payments will be added to, or subtracted from, the next payment. If the final regular payment has been made, a separate payment will be made for any funds owed to the grantee. If adjustment following issuance of the last payment results in the grantee owing repayment, the grantee is required to make such repayment, by certified check to the Institute of International Education, within 20 days of receiving notification of the amount due.
- 7. Grant duration is established and grant benefits are determined on the basis of tenure abroad. Less than eleven days is non-compensable. Eleven to twenty days is considered one-half month. Twenty to thirty-one days is considered a full month. Duration is the time spent in the country of assignment on the authorized program.
- 8. During recesses or normal vacation periods, the grantee may leave the host country for the period designated by their host institution. Any other trips outside of the host country must be approved by IIE.
- 9. The grant may not be deferred to a subsequent academic year.
- 10. The grantee is personally responsible for obtaining a passport and any visas that may be required by the countries in which the project will be undertaken or through which the grantee will pass en route to the

final destination. The grant does not provide for expenses related to any passport or visa fees. Such expenses must be borne by the grantee without recourse to claim for reimbursement. The grantee is responsible for making all travel arrangements in conjunction with the grant. The effectuation of a grant is contingent upon availability of transportation, stable conditions in the host country, and the grantee's ability to obtain a passport, the necessary visas and research clearances.

- 11. Neither the Whitaker International Fellows and Scholars Program ("Whitaker Program") nor the Institute of International Education, Inc. ("IIE") assumes responsibility for any injury, accident, illness, loss of personal property or other contingencies which may befall the grantee or his or her dependents during or in connection with the grantee's stay abroad under this grant.
- 12. No one or more of the Whitaker Program Steering Committee, IIE or the host institution, or any of their respective employees or agents, will be liable for any claim or claims resulting from a grantee's failure to enter upon or to complete the project 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 14 below.
- 12.1 The grantee must satisfy all legitimate debts incurred in the host country.
- 12.2 Early Termination: A grantee is expected to remain in the host country for the full tenure of his/her grant. Any grantee leaving the host country or resigning from the grant at a date earlier than that specified in the Terms and Conditions of Grant, without formally requesting and substantiating the request to and receiving the consent of IIE, will be required to repay grant benefits affected by early departure.
- 13. Rights and Responsibilities

Grantees are private citizens, retaining their rights of personal, intellectual and artistic freedom as guaranteed by the Constitution of the United States and generally accepted by the academic community. Under the laws of the United States, all recipients of Whitaker International Fellows and Scholar Program grants shall have full academic and artistic freedom, including freedom to write, publish, and create.

No grant awarded by the Whitaker International Fellows and Scholar Program 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 the protection of academic and artistic freedom normally observed in universities in the United States.

Grantees are responsible for observing satisfactory academic and professional standards and for maintaining a high standard of conduct and integrity which is in keeping with the spirit and intent of the Whitaker Program and which will contribute positively to relations between the peoples of the United States and those of other countries. Grant recipients must obey the laws of the host country.

- 14. Revocation, Termination, and Suspension of Grants
- 14.1 Definitions

a. 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 to IIE.

In the event a selected candidate fails to sign and return a copy of the grant document within a reasonable time after it has been received by the selected candidate, the selection may be withdrawn 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 Whitaker Program; after a termination, unless otherwise stated, the grant will be considered to have ended when IIE 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.

14.2 Authority to Recommend Revocation or Termination

IIE, with the concurrence of the Steering Committee, reserves the right to revoke or terminate or suspend a grant, prior or subsequent to a grantee's departure from the United States.

14.3 Grounds for Revocation or Termination

Grounds for revocation or termination include, but are not limited to: (1) violation of any law of the United States or the host country; (2) any act likely to give offense to the host country; (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 these Terms and Conditions; (7) material misrepresentation made by any grantee in a grant application or any other grant documentation; (8) conduct which may have the effect of bringing the Whitaker Program into disrepute.

In addition, the grant may be terminated if the grantee requires such protracted medical treatment that successful completion of the grant is jeopardized. The procedure for any such termination shall be the same as that provided for the termination of grants generally.

14.4 Procedure for Revocation or Termination

The procedure for revoking or terminating a grant is substantially as follows:

- a. IIE prepares a Statement of Fact and Recommendations for Specific Action by the Steering Committee and forwards them to the Steering Committee;
- b. IIE provides a copy of these documents to the grantee and obtains proof of delivery;
- c. The grantee sends a written response to the Steering Committee within two weeks of receipt of the documents;
- d. The Steering Committee reviews and evaluates all materials and makes a determination;
- e. IIE will inform the grantee expeditiously and in writing of the Steering Committee's final decision and the reasons therefor.
- 14.5 Financial Issues Related to Revocation, Termination and Suspension

Unless otherwise specified, when a grant is suspended, revoked or terminated, disbursement of any allowances and benefits will cease, except for return travel; the grantee will also be required to immediately repay any advances in allowances, tuition, and/or benefits disbursed for use in the period of time after the suspension, revocation or termination. Unless otherwise authorized by the Steering Committee, no further claim for disbursements of allowances or benefits will be honored. This provision shall not apply to grants which are suspended because conditions in the host country require the departure of grantees for reasons of personal safety.

14.6 Suspension

a. IIE 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.

b. IIE may suspend a grant:

- 1. if the grantee ceases to carry out the project during the grant period;
- 2. if the grantee leaves the host country for more than two weeks without prior authorization;
- 3. if conditions in the host country require the departure of grantees for reasons of personal safety;
- 4. if the grantee requests suspension of the grant for personal reasons and IIE concurs.

15. Reports

The grantee is required to submit periodic and final reports as specified by IIE. Payment of the final month's grant maintenance will be withheld until the satisfactorily completed final report is received at IIE, even if this is subsequent to the grantee's return to the United States. <u>All final reports are expected</u> to be filed within three months of grant completion in order to receive final payment. Failure to provide the final report within three months of the grant end date will result in the grantee losing the final payment amount.

16. Health Insurance

As part of the grant, the Program provides supplemental health and accident insurance. This insurance is not all-purpose health insurance; it is subject to specific limitations. This coverage is not intended to replace any insurance a participant may already have. Instead, the coverage is intended to supplement existing coverage and to provide a participant with basic health insurance coverage during his or her stay in a foreign country. Grantees are responsible for providing their dependents with insurance.

17. Signature

By my signature, I accept the terms and conditions appearing from pages ______ to

Signature

Date