

## WHITAKER INTERNATIONAL UNDERGRADUATE AWARDS TERMS AND CONDITIONS OF AWARD

1. The Whitaker International Undergraduate award payment, in the amount confirmed by the Whitaker International Program Officer upon the receipt and approval of the Whitaker International Undergraduate Award Verification Checklist Materials, is issued by the Institute of International Education (IIE) in three installments, one prior to your grant start date, one at the mid-term mark and one upon your return and receipt of your final report.

The award payment(s) will be made by IIE via Electronic Funds Transfer (EFT) to the checking account designated by the grantee on the Grant Payment Deposits form. IIE cannot guarantee that the grantee will receive the award payment prior to his/her departure date if the materials are not submitted in a timely manner.

2. The Whitaker International Undergraduate award must be used to cover the grantee's expenses for the proposed program/project abroad as reported on his/her budget and cannot be applied toward any outstanding loan(s) or any personal travel outside of the grantee's proposed host country.
3. Any grantee who cannot complete his/her proposed program abroad, or who has received additional scholarships and financial aid exceeding the confirmed need, during the assigned program length covered by the Whitaker International Undergraduate award is required to notify IIE and to return the Whitaker International Undergraduate award amount.
4. Grantees must notify their study abroad and financial aid offices regarding nomination and receipt of the Whitaker International Undergraduate award.
  - a. Grantees are encouraged to work with their study abroad advisers and/or home institutions to share their experiences and promote the Whitaker Program upon their return to the U.S. home campus (see Section 10).
  - b. Prior to accepting the award, grantees are responsible for consulting with their financial aid adviser regarding the impact, if any, accepting the Whitaker International Undergraduate award will have on their current university financial aid package.

### 6. Liability and Risks

Neither the Whitaker International Undergraduate Award Program nor the Institute of International Education (IIE) assumes responsibility for any injury, accident, illness, death, damage to or loss of personal property or other contingencies which may befall the grantee during or in connection with the grantee's stay in the host country under this grant. The grantee agrees to hold harmless and release the Whitaker International Undergraduate Award Program, IIE and its agents and employees from any liability whatsoever for injury, illness, death or damage to or loss of property which may occur in connection with the grantee's participation in his/her proposed program abroad, and the grantee agrees to not make any claim or to commence any litigation or other proceeding against any of the foregoing.

### 7. 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 the Whitaker International Undergraduate Program grants shall have full academic and artistic freedom, including freedom to write, publish, and create.

No grant awarded by Whitaker International Undergraduate 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 International Undergraduate Program and which will contribute positively to relations between the peoples of the United States, the host country and those of other countries.

- 7.1 During the grant period, grantees must comply with all applicable laws of the host country and the United States of America, and affirm that the grantees have not and will not promote or engage in violence or any other activities that would threaten the security of the host country or of the United States of America.
- 7.2 Grantees are responsible for observing the rules and regulations of the host institution and study abroad program in which they are participating, as well as policies set forth by the home institution regarding the study abroad program.
- 7.3 Web-Based Media: Grantees who share their Whitaker International Undergraduate experiences publicly via web-based media are responsible for acknowledging that theirs is not an official Whitaker International Program website or blog, and that the views and information presented are their own and do not represent the Whitaker International Program. Any grantee who posts inappropriate or offensive material on the Internet in relation to the Whitaker International Undergraduate Program may be subject to revocation or termination of their grant (see section 8.3, Grounds for Revocation 2 and 8).

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

### 8.1 Definitions

- a. A “grantee” is defined as a selected candidate whose financial need status and proposed program eligibility and enrollment has been confirmed and who has signed the Whitaker International Undergraduate Award Agreement (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 International Undergraduate 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.

### 8.2 Authority to Recommend Revocation or Termination

IIE reserves the right to revoke or terminate or suspend a grant, prior or subsequent to a grantee’s departure from the United States.

### 8.3 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 International Undergraduate Program into disrepute; (9) failure to observe policies set forth by the home institution, host institution, and/or study abroad program.

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.

#### 8.4 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;
- b. IIE provides a copy of these documents to the grantee and obtains proof of delivery;
- c. The grantee sends a written response to IIE within two weeks of receipt of the documents;
- d. IIE reviews and evaluates all materials and makes a determination;
- e. IIE will inform the grantee expeditiously and in writing of the final decision and the reasons therefore.

#### 8.5 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 or benefits disbursed for use in the period of time after the suspension, revocation or termination. Unless otherwise authorized by IIE, 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.

#### 8.6 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 conditions in the host country require the departure of grantees for reasons of personal safety
  2. if the grantee requests suspension of the grant for personal reasons and IIE concurs.

#### 9. Reports

The grantee is required to submit a final report as specified by IIE. Payment of the third (last) 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. All final reports are expected to be filed within three months of grant completion in order to receive final payment.

10. Signature

By my signature, I accept the terms and conditions appearing from pages \_\_\_\_\_ to \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

6/2012