



January 2, 2014

Dr. Barbara Dennis  
Indiana University, Bloomington  
201 N. Rose Avenue  
Bloomington, IN 47405

Dear Dr. Dennis,

On behalf of the J. William Fulbright Foreign Scholarship Board (FFSB), the Bureau of Education and Cultural Affairs of the Department of State (the Department), and the Council for International Exchange of Scholars (CIES), it gives me great pleasure to inform you that you have been selected for a Fulbright Specialist grant in Education at Kyambogo University, Kenya.

As a Fulbrighter, you will be joining the ranks of distinguished scholars and professionals worldwide who are leaders in the educational, political, economic, social, and cultural lives of their countries. It is our expectation that, as a representative of the United States, you will also demonstrate the qualities of excellence and leadership that have been the hallmarks of this respected international academic exchange program founded in 1946 by the U.S. Government.

Following you will find the **Terms and Conditions of Award** along with the **Program Overview** for your Fulbright Specialist project. To complete the administration of your grant, proceed to the password-protected Specialist Grantee webpage at [www.cies.org/G\\_specialists](http://www.cies.org/G_specialists). This page outlines the next steps that will get you quickly through the grant administration process and to your host institution abroad. To log in, you will need to enter the **user name: specialists** and **password: CIES\_special!**

After carefully reviewing all of the materials concerning your grant, please follow the steps outlined on the "Preparing to Go" document. Once your budget has been approved you will need to let us know your decision by signing and returning to CIES the countersigned **Grant Authorization**.

**If you have questions or need further information about this grant, please e-mail program staff at [fspgrants@iie.org](mailto:fspgrants@iie.org) or call Carmel Geraghty, Program Officer, at 202-686-8641.**

The FFSB, the Department, and CIES join in congratulating you and wishing you a successful experience abroad. We hope that your Fulbright experience will be highly rewarding and that you will share the knowledge you gain as a Fulbrighter for years to come.

Sincerely,

Jamie Bellis  
Deputy Executive Director of CIES

## Terms and Conditions of Award

### TERMS AND CONDITIONS OF A FULBRIGHT SPECIALIST AWARD

All references to the Council for International Exchange of Scholars (hereinafter CIES) in these Terms and Conditions of Award include the Institute of International Education, Inc. (hereinafter IIE), a New York not-for-profit corporation of which CIES is a division. These terms and conditions are subject to change based on the Policies of the J. William Fulbright Foreign Scholarship Board (hereinafter the Board), which will always supersede these terms and conditions.

1. In accepting the terms of this grant, as described on page one to seven, the grantee agrees to the provisions and instructions of the Mutual Educational Exchange (Fulbright) grant and agrees to the following specific terms and conditions: The grantee must be available to accept a grant and is solely responsible for obtaining any necessary leave of absence and making other required arrangements. The award of a grant does not constitute endorsement by the Board, the United States Department of State (hereinafter the Department), CIES, IIE, the Fulbright Commission or Foundation (hereinafter Commission) or the Public Affairs Section of the U.S. Embassy (hereinafter Post) of a leave of absence for the grantee.
2. With the approval of the host institution and the Commission or Post, the grant may be deferred. The subsequent new start date, which must be within a year of the original grant period, must be mutually acceptable to the host institution as well as the Commission or Post.
3. Benefits under this grant are limited to those described on the Grant Authorization, Terms and Conditions of Award plus minimal accident and sickness coverage 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 award. The payment indicated will not be changed after the beginning date of the grant unless, with the approval of the United States Department of State (hereinafter the Department), (1) the length of the grant is altered (2) the schedule of benefits for all similar grants is increased.
4. The accident and sickness coverage is not all-purpose health coverage. It is subject to specific limitations and grantees are covered only while in the country or countries for which the award is given, and during direct travel time to and from the host country at the beginning and end of the grant period. This coverage is not intended to replace any insurance a participant may already have, instead its intent is to supplement existing coverage and to ensure that a participant's basic health is protected in a foreign country. Grantees are strongly urged to continue private health insurance and/or obtain additional insurance to cover pre-existing conditions, medical costs that exceed the Department's \$50,000 coverage for short-term (less than 6 months) exchanges per sickness per injury, or to cover conditions specifically excluded from coverage. Grantees who drop their medical coverage may find it difficult to re-enroll after they return to the United States. In the case of a medical emergency, grantees may request special emergency assistance from the Department for medical treatment not covered by the accident and sickness policy. It is also recommended that grantees obtain adequate insurance for personal property.
5. Meals, lodging and in-country travel costs in conjunction with grant activities will be provided by the host academic institution, Commission or Post.
6. Full-time performance of professional duties is required; for extended recess or vacation periods in the host country, the grantee will be expected to perform other professional duties as agreed upon by the Commission or Post, the host institution and the grantee.

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Acceptance of remunerative employment abroad, unless approved in writing by the Commission or Post, violates the conditions of the grant.

7. The grantee must report to CIES all scholarships, fellowships, grants and salaries from other sources, in dollars or in foreign currency, received by the grantee during or with respect to the period covered by this grant under the Fulbright Program. Deductions from the grant amount will be made for duplicating benefits received from other sources, which may provide additional benefits if the grant is jointly funded. Funds provided by any other sources will be deducted, if in foreign currency, at the estimated exchange rate at the time the grant is issued. Non-monetary benefits (such as housing) will be translated into dollar values by the Department at the time the grant is awarded, and these amounts will be deducted. Sabbatical or other salary continuation income shall be exempted from such deduction. A grantee on leave without pay from U.S. Government employment may receive all benefits normally provided to grantees. For a grantee who is a U.S. Government employee and who continues to receive compensation from the employer agency, compensation and benefits under the Fulbright grant may be adjusted accordingly.
8. The initial payment under the grant will include the International travel advance allowance. This payment will be made prior to the beginning date of the grant or as soon thereafter as possible. Fulbright Specialist grantees will receive a daily \$200.00 payment for official program days, travel days, rest days and weekends for the duration of the grant period described on page 1 of the Grant Authorization, Terms and Conditions of Award. Duration is the time spent in the country of assignment on the authorized program. The honorarium will be paid upon completion of grant activities. Payment of the honorarium will be initiated by the receipt, at the Council for International Exchange of Scholars (CIES), of the grantee's Final Report Form for the Fulbright Specialist Program. CIES will disburse the honorarium payment to the grantee within 30 days of receipt of the Final Report Form and the Travel Expense Report form with accompanying receipts.
9. Department-authorized adjustments in payments will be added to, or subtracted from, the final 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, or reimbursement due to early departure, resignation or termination, the grantee is required to make such repayment or reimbursement by check to the Institute of International Education and send to CIES within 30 days of receiving notification of the amount due.
10. The grantee is required to submit a final report (Final Report Form for the Fulbright Specialist Program) to CIES. Copies will be sent by CIES to the Department and the appropriate Commission or Post.
11. The grantee is responsible for making all travel arrangements in conjunction with the grant including acquiring the necessary visas. All air travel paid for with United States Government funds must conform to the Fly America Act, which requires that all such travel be on American Flag Carriers where such service is available.

The grantee is responsible for obtaining a United States passport. The grant does not provide for any expenses related to acquiring or renewing a passport. Such expenses must be borne by the grantee without recourse to claim for reimbursement.

12. The Grantee will be responsible for determining their individual United States income tax liability resulting from their grant. The extent of liability is set forth in the Internal Revenue Service Code of 1954, as amended.

## Terms and Conditions of Award

### 13. Contingencies

a. The grantee acknowledges that he/she has, in consultation with his/her personal physician, made an independent judgment of the advisability of travel to and residence in the country or countries listed in the grant document for himself/herself and for any accompanying family members.

b. The grantee hereby agrees to hold harmless any one or more of the Board, the Department, CIES, Commission or Post from any responsibility for injury, accident, illness, loss of personal property or other contingencies which may befall the grantee during or in connection with the grantee's stay abroad under this grant.

c. No one or more of the Board, the Department, CIES, the Commission or Post 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.

d. The grantee is expected to satisfy all legitimate debts incurred in the host country.

e. 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 and the necessary visas.

f. It is understood and agreed that, if conditions beyond the control of the Department prevent or unduly hamper the timely and adequate implementation of the grant, the grantee will be paid for the number of program days completed. If the grantee has not departed from the United States, all rights and obligations shall cease.

14. A grant may be revoked, terminated, or suspended. The Board and the Department may revoke, terminate, or suspend a grant and withhold remaining allowances for the reasons stated in section 19. With the approval of the Commission or Post, a grantee is permitted to resign from a grant if serious and compelling reasons, such as personal illness, death of an immediate member of the family, or other personal situations, make it impossible for a grantee to complete the grant period. The Board recommends that a flexible policy on return travel benefits be followed so that the grantee will not be penalized for circumstances beyond his/her control. When applicable, the Commission may act at its discretion on the grantee's request to resign from the grant due and depart early from the host country due to satisfactory completion of the project or assignment. In non-Commission countries, early return travel must be approved by the State Department if resignation from the grant is due to early completion of project. Resignation requests for causes other than those identified above are to be reported by Commissions or Posts to the Department for referral to the Board, which will decide on eligibility for return travel.

Web-Based Media: Grantees who share their Fulbright experiences publicly via web-based media are responsible to acknowledge that theirs is not an official 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 (see section 15.3 below, grounds for revocation 2 and 8).

## Terms and Conditions of Award

### 15. The following persons are ineligible for grants:

(a) Employees of the Department, for a period ending one year following the termination of such employment. This provision does not include part-time or temporary U.S. employees, U.S. consultants, or U.S. contract employees of the Department, unless such persons perform services related to the Department's exchange programs.

(b) Employees of private and public agencies (excluding educational institutions) under contract to the Department to perform administrative or screening services on behalf of the Department exchange programs, for a period ending one year following the termination of their services with such agency, provided such employees have been directly engaged in performing services related to the exchange programs.

(c) Officers of an organization, in the U.S. or abroad, including members of boards of trustees or similar governing bodies, or individuals otherwise associated with the organization, wherein the organization and the individuals are responsible for nominating or selecting individuals for participation in the Department's exchange programs, for a period ending one year following the termination of their association with such organization.

(d) Members and staffs of the Commissions, for a period ending one year following the termination of their services with the Commissions.

(e) Members of the Fulbright Scholarship Board, for a period ending one year following the expiration of their service on the Board.

(f) Immediate families (i.e., spouses and dependent children) of individuals described in items a-e, for a period ending one year following the termination of such employment. This provision does not disqualify self-supporting members of families who live apart from their parents.

### 16. Persons Arrested for, Indicted for, Charged with, or Convicted of a Felony or a Misdemeanor

A candidate who, at the time of application, or at any subsequent time prior to becoming a grantee as defined in Section 19, has been convicted of commission of a felony or a misdemeanor (excluding minor traffic violations), must inform CIES, the Department, or the Board in writing of such fact. Similarly, a candidate who at the time of application, or at any subsequent time prior to becoming a grantee as defined in Section 19, has been arrested for, indicted for, or charged with a felony or a misdemeanor (excluding minor traffic violations), and the criminal matter has not been resolved, must inform CIES, the Department, or the Board in writing of such fact.

If the candidate has been convicted of a felony, the Board will not select such a candidate for a grant (or, if the candidate has already been selected, the Board will annul the selection) unless the Board is satisfied that the conviction does not represent an absence of the requisite moral and social attitude desired of grantees. Such a determination will be based upon the nature of the crime, the time and place of conviction, and the subsequent conduct of the candidate. A candidate who has been convicted of a misdemeanor shall be eligible for selection unless the Board finds that the conviction represents an absence of the requisite moral and social attitude desired of grantees. Similarly, a selected candidate who has been convicted of a misdemeanor shall have his or her selection annulled only if the Board finds that the conviction represents an absence of the requisite moral and social attitude desired of grantees.

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Such a determination will be based upon the nature of the crime, the time and place of conviction, and the subsequent conduct of the candidate.

If the candidate is arrested for, indicted for, or charged with a felony or a misdemeanor, the application (and, if already made, the selection) 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.

Similarly, a candidate who, at any time after becoming a grantee as defined in Section 19, is arrested for, indicted for, or charged with, a felony or a misdemeanor, must inform CIES, the Department, 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. If a grantee is convicted, the Board may revoke the grant.

If an application, selection, or a grant is suspended on the basis of the criteria stated above, and the matter causing the suspension has not been resolved prior to the date set for the commencement of the grant activities, the Board may reject the application, rescind the selection, or revoke the grant, as applicable. Any funds disbursed to the grantee must be immediately returned to the source.

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.

Grants are also subject to revocation, termination and suspension as provided in Section 19.

17. Rights and responsibilities: Grants under the Mutual Educational and Cultural Exchange Act of 1961, as amended (The Fulbright Program) involve certain obligations and responsibilities on the part of each grantee. The text of the policy of the Board is attached as Section 18.

## **RIGHTS AND RESPONSIBILITIES OF GRANTEES**

18. As provided in U.S. law, all recipients of Fulbright academic exchange grants will have full academic and artistic freedom, including freedom to write, publish, and create, and no grant made by the Board 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 protections of academic and artistic freedom normally observed in universities in the United States. It is the policy of the Board to 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 that is in keeping with the spirit and intent of the Fulbright Program and that will contribute positively to the 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 and of the host country.

A person accepting a grant is not by virtue thereof an official or employee of the Department or other agency of the Government of the United States of America, or of an agency of the government of the home or host country.

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### 19. REVOCATION, TERMINATION AND SUSPENSION OF GRANTS

#### Definitions

- a. For the purpose of this Section, 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 of same to CIES.

A candidate who has been selected, but who has not so signed and returned the grant document, is defined as a "selected candidate".

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 Board or CIES by notice of a 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 Board 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.

#### Authority to Recommend Revocation or Termination

- a. A Commission or Post, as applicable, has authority to recommend that the Board revoke or terminate the grant held by a grantee who has departed the United States for the host country.
- b. CIES has authority to recommend that the Board revoke or terminate a grant to a grantee who has not yet departed the United States for the host country.

#### Grounds for Revocation or Termination

In addition to the grounds specified in Section 16, 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 United States or host country 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 any unauthorized income-producing activity; (6) failure to comply with the grant's terms and conditions; (7) material misrepresentation made by any grantee in a grant application form or grant document; (8) conduct which may have the effect of bringing the Department or the Fulbright Program into disrepute; (9) violation of the Policies of the J. William Fulbright Foreign Scholarship Board.

In addition, the Board may terminate a grant, unless prohibited by law, if (1) the grantee has exhausted all benefits of health and accident insurance provided by the Department in connection with the grant and continued medical treatment would lead to the grantee's becoming a public charge, or (2) the grantee requires such protracted medical treatment that successful completion of the grant is jeopardized, or (3) medical information submitted in the application is found to be substantially inaccurate or incomplete. 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

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Department (not a host institution, Commission, Post, or CIES). In the event any such grounds occur during the period of a grant, it is the Board's policy that such grant should not be renewed or extended. Grants shall not authorize activity for which a license to practice medicine or nursing is required.

### Procedure for Revocation or Termination

The procedure for revoking or terminating a grant is:

1. The Commission, Post, or CIES consults initially with the Department and the Staff Director of the Fulbright Scholarship Board;
2. The Commission, Post, or CIES prepares a Statement of Fact and Recommendations for Specific Action by the Board and forwards them to the Staff Director;
3. The Staff Director provides a copy of these documents to the grantee and obtains proof of delivery;
4. The grantee sends a written reply to the Staff Director within two weeks of receipt of the documents. The Board may grant additional time for the reply if circumstances warrant. The Staff Director will inform the Board if the grantee does not reply within the specified time;
5. The Staff Director provides a copy of all documents to the Commission, Post, or CIES for review and to the Department for review, evaluation, and recommendation;
6. Following receipt of the Department's evaluation and recommended action, the Staff Director provides a copy of all relevant documents to the Board.

The Board will inform the grantee, the Commission or Post, CIES, and the Department, expeditiously and in writing, of the Board's decision and reasons therefore.

### Financial Issues Related to Revocation, Termination and Suspension

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; 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 Board, Department, Commission or Post, 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; in such instances, Section 13f applies.

The Department, the Commission or Post will inform the grantee whose grant has been suspended, terminated or revoked of the impact of the Board's decision on past and future allowances and benefits; the Department, the Commission or Post will take the necessary measures to implement the Board's decision, and to collect any advances in allowances and benefits that must be repaid.

### Suspension

- a. The Board, at the recommendation of a Commission or Post 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, in accordance with Section 16 above.
- b. The Commission or Post 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 the prior authorization of the Commission or Post;



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3. If conditions in the host country require the departure of grantees for reasons of personal safety.
- c. A grant may also be suspended if the grantee requests suspension of the grant for personal reasons and the Commission, Post or CIES concur.

#### Persons Arrested for, Indicted for, Charged with, or Convicted of a Felony or a Misdemeanor

The provisions of this section are in addition to the provisions of Section 16 regarding the suspension, termination, or revocation of grants to persons arrested for, indicted for, charged with, or convicted of a felony or a misdemeanor.