



FULBRIGHT COMMISSION

US DISTINGUISHED SCHOLAR / FELLOW GRANT TERMS AND CONDITIONS 2008-09

Please read carefully the following Terms & Conditions which accompany and form part of the Grant Authorisation papers (Public Law 87-256, the Fulbright Hays Act).

If you ("the grantee") wish to accept this grant, you must sign and date all copies of the enclosed Grant Authorisation document within 10 days of receipt. **Keep the original documents for your records and return the copies within 10 days, as follows:**

- **One copy to the US-UK Educational Commission (Fulbright Commission):**

Michael Scott Kline
Director, Fulbright Awards Programme
The Fulbright Commission
62 Doughty Street
LONDON
WC1N 2JZ
United Kingdom

- **One copy to the Council for International Exchange of Scholars (CIES):**

Cynthia Crow
Senior Programme Officer (UK)
Council for International Exchange of Scholars
Suite 5L
3007 Tilden Street NW
Washington, DC 20008-3009
United States of America

All subsequent correspondence with respect to your grant will be directly with the Fulbright Commission. Please note that the Commission and CIES are not the same organisation. CIES is an administrative body which administers the Fulbright Programme in the US. The Commission is ultimately responsible for all policy decisions related to a grant.

In the following sections the references in parentheses are to the section numbers on the Fulbright Grant Authorisation document.

1. **CATEGORY OF GRANT** (Note Item 3 on the Grant Authorisation document)

No change in the category of this grant may be made without the recommendation of the Commission and the prior approval of United States Department of State and the J William Fulbright Foreign Scholarship Board (FSB).

2. DURATION OF GRANT (Note Item 7)

The amount of the grant is based on the period of the grantee's approved activity in the United Kingdom (exclusive of the time spent in international travel). Late arrivals or early departures from the UK will require approval from the Commission so that an appropriate adjustment to the grant can be made if necessary.

If the grantee remains abroad beyond the expiry of the grant, it will be at the grantee's own expense and on the condition that the grantee complies with the UK government visa and work regulations. The grantee may be granted such a stay at the discretion of the Commission. The Commission must be notified of this intent to stay on in the UK. Any increase in costs under these conditions will be the grantee's responsibility.

Grantees remaining in the UK under this provision will not be considered Fulbright scholars during the period they elect to remain abroad. They will no longer be free to represent themselves as Fulbright scholars except to the extent necessary for making arrangements for return travel. (Please also see section 15 - Termination of Grants)

3. INSTITUTION OF AFFILIATION IN THE UK (Note Item 6)

If any institution(s) or affiliation(s) is/are specified in the Grant Authorisation, no change of affiliation may be made without the approval of the Commission.

4. MAINTENANCE ALLOWANCE (Note Item 8)

The grant will be paid directly to the grantee in Sterling (£) in a single payment if £5000 or less, or in instalments if in excess of £5000. The first payment will usually be by Sterling cheque; later instalments will be transferred directly to the grantee's bank account in the UK.

The first payment will be made on arrival in the UK. Subsequent instalments will be made at regular intervals to be determined by the Finance Director. Grantees will be notified at the time of their first instalment.

If for any reason during the term of this grant the grantee ceases to carry out his/her approved project or activity, the Commission may suspend the grant and any other benefit provided by it until the grantee resumes the project or activity.

The Commission must be notified immediately of any errors or over-payments of the grant. Failure to notify the Commission will be considered gross misconduct and may lead to the termination of the award.

5. MEDIUM OF PAYMENT (Note Item 8)

Unless otherwise specified in the Grant Authorisation document, the grant is offered, and will be paid, in Sterling (£). This grant is intended as a contribution towards expenses whilst carrying out the approved project whilst in the UK. Any required conversions between Sterling and US dollar will be calculated at the exchange rate prevailing at the time of processing. No grant adjustments will be made because of any changes in the rate of exchange between the pound sterling and US dollar.

6. TRAVEL TO THE UK (Note Item 8)

The grant is intended as a maintenance allowance. Unless the grantee's grant papers specify otherwise, a travel allowance is not included in the value of the grant stated on the grant papers. The grantee is therefore responsible for arranging and paying for his/her own transatlantic travel. No additional funding beyond that stated will be available.

If the grantee's grant papers specify transatlantic travel reimbursement as a separate benefit, then he/she must obtain three quotes for economy class return airfare on a US carrier and secure the approval of the Fulbright Awards Programme Director *before booking the flight*. If the grantee does not know the date of his/her return to the US, and therefore must book two separate tickets, the Fulbright Commission will expect the grantee to find the most economical ticket available (planning well in advance in order to secure affordable options). Reimbursement of flight costs will be added by the Fulbright Commission to the grantee's next grant instalment upon submission of an invoice/receipt.

When you have finalised your travel plans, please submit this information to the Fulbright Awards Programme Director.

7. ITEMS NOT INCLUDED

The grant is intended as a maintenance allowance, it does **not** provide for:

- Expenses in connection with passports or photographs
- Maintenance during the period of travel between the US and the UK
- Taxicabs
- Tips
- Shipment of baggage; baggage transfers
- Certificates of birth, health or identity
- Dependents' travel or maintenance

The grantee is fully responsible for ensuring adequate monetary resources to meet his/her expenses in the US and the UK during the period of the grant.

Persons who participate as scholars under this program are not entitled to receive certain services which may be available to officers and employees of the US Government or its agencies stationed abroad (e.g. PX privileges). It is the intention of the program that recipients of these grants will utilise the economy of the United Kingdom to meet their local living requirements.

8. FULL TIME NATURE OF GRANTS

This grant is made for the purpose of full time lecturing, professional development or research in the UK. Acceptance of remunerative employment abroad, unless approved in writing by the Commission, violates the conditions of the grant and of the grantee's entrance into the UK.

9. MANDATORY EVENTS

The Commission provides an **orientation** program in London in September and group cultural program (the Forum) in January for all US recipients of US-UK Fulbright Awards. All scholars in the UK at that time of these events are required to attend. Details will be forwarded to grantees in due course.

For those arriving later in the academic year, assistance will be given on an individual basis. The Commission holds a number of social events throughout the year and urges all

grantees to attend if present in the UK.

10. **HEALTH AND ACCIDENT COVERAGE**

Limited health and accident insurance coverage is provided by US Department of State *for the grantee only*. The grantee will be issued with an insurance ID card at the start of the grant period. The grantee will be notified of the amount and extent of your insurance coverage at that time. Fulbright grantees are provided the health benefits coverage through a programme referred to as 'ASPE' which is purchased directly by US Department of State from Seven Corners, Incorporated.

The grantee may purchase (at his/her own expense) similar coverage for any accompanying dependants. Contact details are as follows:

Seven Corners, Inc. P.O. Box 3724 Carmel, Indiana 46082-3724 USA
Telephone: 1-800-461-0430 (toll free for grantees in the US)
or 317-818-2867 (a collect call for grantees outside of the US)
Email: aspeinfo@sevencorners.com
Website: www.usdos.sevencorners.com

All questions regarding health and accident insurance coverage should be directed to the insurer. The Fulbright Commission will not offer advice on this matter.

11. **CONTINGENCIES**

Neither the Commission, the US Department of State, the J William Fulbright Foreign Scholarship Board (FSB), nor the co-operating agency assumes responsibility for any injury, accident, illness, loss of personal property or other contingencies which may befall the grantee or any dependant during or in connection with his/her stay abroad under this grant.

It is recommended that the award holder personally obtain adequate personal and property insurance for him/herself and accompanying dependants to the extent that protection is not afforded by the terms of the Grant Authorisation. The Commission, US Department of State, the FSB and the co-operating agency shall not be liable for any claim or claims which may arise from the grantee's failure to enter upon or to complete a project as detailed in this grant, even where such failure is due to circumstances beyond the grantee's control.

12. **POSTPONEMENT OF GRANTS**

Grants from the Fulbright Commission cannot be deferred to a subsequent academic year. In exceptional cases, scholars may be permitted to defer their grant to the beginning of the second quarter or second semester of the academic year, upon approval by the institution of affiliation, the Fulbright Commission and the US Department of State. Requests for any deferments should be addressed to the Fulbright Commission.

13. **EFFECTUATION OF GRANTS**

The effectuation of grants is in every instance contingent upon the availability of transportation and sufficient funds, stable conditions in the UK and the award holder's ability to procure a passport and medical clearance.

14. **EMERGENCY REASSIGNMENT PROVISIONS**

It is understood and agreed that if conditions beyond the control of the Fulbright Commission prevent or unduly hamper the timely or adequate implementation of the grant in the UK as designated in the Grant Authorisation, the grantee may be reassigned to another country as agreed mutually with the grant-issuing organisation or organisations involved. Allowances and other financial terms will be adjusted in accordance with the schedules for stipends and allowances in the country to which the grantee is reassigned. In the event that such a reassignment is not satisfactorily arranged, the grantee will be provided return transportation, if abroad, not to exceed the equivalent of one month's compensation and other allowances beyond the date of departure from the host country. If the grantee has not yet departed from the US and if no mutually acceptable assignment can be arranged, payment will be made only for orientation expenses incurred, and all other rights and obligations shall cease.

15. TERMINATION OF GRANTS

The Commission reserves the right to revoke or terminate this grant, subject to the approval of US Department of State and FSB. The Commission can withhold payment of allowances which have not yet been paid on the date of termination, as well as return transportation to the US, should non-compliance with the provisions of the grant warrant such action.

Grounds upon which the Commission may revoke this grant include, but are not limited to, the following:

- Gross misconduct
- Failure to complete any of the conditions as specified within the grant
- Violation of the laws of the US or UK, including currency exchange regulations
- Premature departure from the grantee's host institution in the UK
- Engaging in political or unauthorised income-producing activities
- Failure to submit the reports required by the Commission
- Physical or mental incapacitation

If the grant is revoked or terminated on any of the above-mentioned grounds except the last, the grantee agrees to repay to the Fulbright Commission all allowances and benefits received under the grant, including the cost of any transportation furnished to him/her by the Fulbright Commission.

The provisions of this section apply also in the case of those grantees who stay abroad at their own expense after expiry of the grant period. In such cases, however, revocation or termination shall only deprive the award holder of return travel to the US in instances where travel was included as part of the terms of the award. No other benefits received under the grant will need to be refunded to the Fulbright Commission.

The J William Fulbright Foreign Scholarship Board (FSB) also has authority to terminate a grant on either of the following grounds:

- The grantee has exhausted all benefits of health and accident insurance provided to the grantee by the US Department of State in connection with the grant and continued medical treatment would lead to the grantee's becoming a public charge
- The grantee requires such protracted medical treatment that successful completion of the objectives of the grant is jeopardised

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 US Department of State and not the host institution, Commission or co-operating agency. In the event any such grounds occur during the period of a grant, it is the Board's policy that the grant should not be renewed or extended but deemed null and void.

16. RESPONSIBILITIES

Persons accepting a grant from the Commission under the Fulbright Program are not officials or employees of the Commission or of US Department of State or any other agency of the Government of the US, nor are they officials of any agency of the Government of the UK and should avoid giving the impression that they are official spokespersons of the US Government, the UK Government or the Fulbright Commission.

As far as these entities are concerned, the status of the grantee is that of a private citizen with the same professional freedom enjoyed by representatives of their profession in the US. Nevertheless, grantees should remember that their home institution and country might be judged by their actions and utterances, whether public or private, and should therefore act at all times with respect for the host institution, country and its people.

17. REPORTS

Grantees are required to produce a final and comprehensive report. Instructions will be obtained from the Commission. ***The report must be submitted before return to the United States.*** Failure to return the report will place the grantee in breach of the Terms and Conditions of the grant. Please also see section 15 - Termination of Grant.

18. TRAVEL OUT OF THE UNITED KINGDOM

Grants are awarded to enable scholars to lecture and/or carry out research in the UK. The Commission allows travel outside the UK of up to a total of **three weeks**, during the Christmas and Easter holidays without any deduction being made from the grant. If travel outside the UK is directly related to the project being carried out under the Fulbright programme, a waiver to leave the UK may be issued. Plans to travel outside this country should be approved by the Commission beforehand. Grantees should seek approval for any such travel plans as soon as possible.

19. GENERAL INFORMATION

Questions concerning the issuance of passports should be addressed directly to: **The Department of State, Washington DC.** *Do not send communications on passport matters to the Commission.*

VISAS: *A visa may be required for entry to the UK.* Please contact the **British Embassy or local Consulate**, and ask about the new 'entry tiers' and how your particular Fulbright award category will fit into this structure. Those arriving without the necessary Entry Clearance may be **refused entry**.

INCOME TAX: The US Internal Revenue code of 1954, as amended, contains provisions affecting recipients of grants under the Fulbright Program. Your attention is directed to Sections 117 and 6316 of the code which relate, respectively, to scholarship and fellowship grants and to payment in foreign currency of tax obligations.

Questions with respect to income tax matters should be addressed directly to the local office of the **Internal Revenue Service** in your area (there is one at the US Embassy in London, Tel: 020 7408 8077), or to the **International Operations Division, IRS, Washington DC.**

PUBLICATIONS: grantees should acknowledge their Fulbright award in any publication arising from their visit to the UK under Fulbright auspices. A copy of any such publication should be passed to the Commission for permanent record.

I have read and accept the US DISTINGUISHED SCHOLAR / FELLOW GRANT TERMS AND CONDITIONS 2008-09.

Signed:

Date: (DD / MM / YYYY)

Please keep the original document for your records and return the other copy to the Fulbright Commission.