

STUDY OF THE U.S. INSTITUTES FOR STUDENT LEADERS

U.S. Department of State Bureau of Educational and Cultural Affairs

TERMS AND CONDITIONS AGREEMENT FOR THE VIRTUAL PROGRAM

Congratulations on your selection as a Study of the U.S. Institute Student Leader!

The terms of your program are outlined below.

The following terms and conditions apply to all participants in the virtual component of the Study of the U.S. Institutes for Student Leaders sponsored by the U.S. Department of State. Implementing partners and/or host institutions may have additional policies specific to the Study of the U.S. Institute (SUSI). Please read carefully the terms and conditions that follow since they provide important information and participation guidelines for the program. Participants are subject to these terms and conditions for the duration of the virtual component of the SUSI program. Participants should become familiar with this document.

- 1. PURPOSE: You have been selected to participate in a Study of the U.S. Institutes for Student Leaders. You must fully participate in all activities scheduled for this program and may not be absent for any period of time without formal approval from the host Institute and the U.S. Department of State's Bureau of Educational and Cultural Affairs. If you choose to withdraw from the program, you must inform the host institution immediately. Any long-term period of inactivity or absence from the virtual program will be considered as a withdrawal.
- 2. ROLE OF THE U.S. DEPARTMENT OF STATE: The U.S. Department of State, through the Study of the U.S. Branch in the Bureau of Educational and Cultural Affairs, provides funding to enable student leaders' participation in the Study of the U.S. Institutes for Student Leaders as well as essential support during the program. The U.S. Department of State is also responsible for determining the safety of program activities and works closely with the implementing partner and host institutions to ensure compliance with program policies and requirements.
- 3. ROLE OF THE IMPLEMENTING PARTNER AND HOST INSTITUTION: The implementing partner and host institution are responsible for designing and conducting all virtual activities of the Institute curriculum. They are also responsible of working with student leaders to facilitate maximum participation. The host institution will work within the parameters and agenda structure approved by the implementing partner and the U.S. Department of State to ensure participants can engage with both synchronous (live) and asynchronous (pre-recorded) program content. Participants are required to keep institution staff informed of any emergency situations that impact their participation in the program. Host institution staff is required to inform the implementing partner and the U.S. Department of State of any situations that impact a student leader's participation in the Institute.
- 4. COMMUNICATION: Information about the program will be communicated to all participants through email and online platforms used by the implementing partner and host institution. It is the participant's responsibility to read all information thoroughly, including all instructions regarding deadlines and requirements. Prior to the start of the Institute, participants are expected to communicate regularly with and respond in a timely manner to the U.S. embassy or consulate, implementing partner and the host institution. In the event that email, or internet access is unavailable for a prolonged period of time, it is the participant's responsibility to contact host institution staff and the U.S. embassy, consulate, or Fulbright commission in order to make arrangements to complete all program requirements by the stated deadlines. During the program, participants are expected to communicate regularly and proactively with their host institution. The host institution and/or implementing partner will provide all student leaders with support to ensure access to virtual program components. Participants are responsible for notifying their host institution immediately if they are experiencing difficulties completing any of the required components.



including accessing the technology related to virtual programming. If a participant is unable to fully participate in any required activity, the participant must notify Institute staff immediately with an explanation.

- 5. PARTICIPANT RIGHTS AND RESPONSIBILITIES: A participant in a Study of the U.S. Institute is not by virtue thereof an official or employee of the U.S. or any other agency of the Government of the United States of America, or of an agency of their home country. Study of the U.S. Institute participants sharing their experiences through print or web-based media should acknowledge that the views and information presented are their own and do not represent the program, the U.S. Department of State, implementing partner or the host institution. Participants are private citizens retaining their rights of personal, intellectual, and artistic freedom as guaranteed by the Constitution of the United States. In addition to the terms and conditions outlined in this document, participants are expected to follow all rules, regulations, and codes of conduct of the implementing partner and host institution, and of the country from which the student leader is participating. Institution-specific policies will be provided to participants before the start of the virtual program and during any orientation at the beginning of the Institute.
- 6. INSTITUTE PARTICIPATION: Student leaders are expected to participate in the program to the fullest extent and to fully engage in all required Institute activities. Participants will need to plan their schedules to accommodate synchronous (live) activities but will not need to take a full leave of absence from work or school in order to fully participate. On-time and complete attendance at all scheduled sessions and activities is expected unless noted otherwise or excused by host institution staff due to medical reasons or other extenuating circumstances. On-time and complete attendance is defined as being present at the start of a session or activity and remaining until the session or activity is complete. Complete attendance also requires active attention to and engagement in all sessions, including academic presentations and panel/group discussions. Full participation includes, but is not limited to, on-time and complete attendance at all mandatory sessions, completion of all asynchronous components, attendance at all mandatory cultural activities, participation in community service (if applicable), and participation in organized networking opportunities.

Institute components have been designed to maintain the SUSI programs' goals and high standards through a virtual model that is flexible, accessible, and robust; however, the amount of content has been adjusted to allow student leaders to fully participate. If a participant is unable to fully participate in any required activity, the participant must notify host institution staff immediately with an explanation so accommodations can be made as appropriate. Repeated tardiness or non-completion of required components without approval from the host institution staff may result in a verbal and/or written warning. Excessive unexcused absences or non-completion of required components may be grounds for dismissal from the Institute. If a participant fails to fully participate, s/he may not be considered as having completed the program successfully and may not receive a Study of the U.S. Institute completion certificate or access to benefits and/or resources that are available to Study of the U.S. Institute alumni. In addition, the participant will not be eligible to attend the in-person component of the program in the United States.

Participants are expected to be respectful to all parties involved in the Study of the U.S. Institutes including all staff, instructors, community members, and other participants. Participants are also expected to maintain a standard of conduct and integrity that is in keeping with the spirit and intent of the Study of the U.S. Institutes and which will contribute positively to promotion of mutual understanding between the people of the United States and the people of other countries. If host institution staff determine that a participant is being disrespectful or not following program directives, the participant may be recommended for dismissal from the program. Dismissal decisions will be at the sole discretion of the U.S. Department of State in consultation with the host institution and/or implementing partner.

- 7. **MEDICAL:** No medical coverage will be available during the virtual component of the program.
- **8. PROHIBITED ACTIVITIES:** Any of the conduct below may result in immediate termination of the program sponsorship, as well as any other action the U.S. Department of State or the host institution deem appropriate:
 - a. Violation of local laws:
 - i. It is the participant's responsibility to be aware of and to abide by the laws of the country s/he



is participating from and host institution regulations for the virtual component. Any violation of local or host institution regulations may result in the immediate termination of participation in the program. Any legal fees resulting from violation of local laws will be the participant's responsibility.

- b. Violent, abusive, disrespectful, or disruptive behavior against others, including but not limited to faculty, staff, other participants, or other individuals associated with the Institute:
 - i. Any form of violence or harm to oneself or another person.
 - ii. Verbal or written abuse, including the use of profanity, derogatory comments, obscene gestures, or threats in any form or format including, without limitation, in any electronic medium.
 - iii. Disorderly, disrespectful, disruptive, threatening, or intimidating conduct, including disruptive actions that interfere with the learning environment or impede the ability to carry out any program-related activities.
 - iv. Any form of sexual harassment, including physical, verbal, written or cyber. Study of the U.S. Institutes have a zero-tolerance policy towards sexual harassment. If a participant believes that s/he or another participant has experienced sexual harassment, the participant should report this immediately to the host institution.
- c. Theft, damage, or vandalism of any kind including, but not limited to, belongings of other participants or any other person; host institution or implementing partner's property (including virtual platforms); or facilities or equipment used by the program.
- d. Inappropriate, offensive, or risky behavior:
 - i. Behavior, including online activity, that impairs current relations or could have an adverse impact on future relations between the U.S. Department of State, the Study of the U.S. Institutes, and the host institution, staff, or implementing partner organizations.
 - ii. Engaging in any behavior that is considered culturally offensive.
 - iii. Engaging in risky behavior or knowingly placing yourself or others in a dangerous situation.
- e. Failure to follow site-specific policies and staff direction:
 - i. Failure to follow the guidelines, directives, policies, timetables, and instructions of Study of the U.S. Institute and program staff.
- f. Unauthorized travel:
 - i. Any travel that interferes with planned Institute sessions or activities.
- 9. LIABILITY: Study of the U.S. Institute participants agree to hold harmless, indemnify, and waive any and all claims against any one or more members of the U.S. Department of State, implementing partners, and host institutions (including, without limitation, its directors, officers, employees, agents and insurers), and other individuals or organizations providing services for the program, for any illness, injury, accident, death, emotional distress, theft, loss or damage of personal property, legal liability or claims, or any other contingencies which may befall the participant during the program, in connection with the participant's activities, or in any other circumstances that arise while the student is participating in Institute activities or otherwise. Insurance coverage for any of the foregoing is the sole responsibility of the participant and is not provided under the program.
- 10. PAYMENTS: Study of the U.S. Institute funding is intended to cover all program-approved costs, including those needed for full participation in mandatory virtual Institute activities. Participants will receive a participation stipend to offset costs for technology and other needs that support their ability to fully participate in the virtual component of the Institute. The actual stipend amounts and distribution may vary and are determined by each Institute in consultation with the U.S. Department of State. Stipends are not intended to cover non-program related expenses or to supplement outside interests. Participants are responsible for safe-



guarding stipend funds and other Institute-provided resources and purchases to ensure that they last the duration of the Institute. Lost or stolen stipend funds may not be replaced by the program and must be re-paid or replaced by participants as determined by the implementing partner and host institution and the U.S. Department of State.

- 11. REVOCATION OR TERMINATION OF PROGRAM PARTICIPATION: Decisions concerning revocation or termination of program participation will be made solely by the U.S. Department of State upon the recommendation of, and in consultation with, the host institution staff. The host institution staff have primary authority for recommending that the U.S. Department of State revoke or terminate an individual's participation in the program. Before acting on such recommendations, the U.S. Department of State shall fully evaluate all documented information.
 - A. In the event a selected candidate fails to sign and return a copy of this document and other required Institute documents by the stated deadline, the selection may be withdrawn.
 - B. The U.S. Department of State has the authority to terminate participation. Terminated participants will not be considered alumni of the Study of the U.S. Institutes.
 - C. Grounds for termination include, but are not limited to: 1) violation of the laws of the country from which the student is participating in the Institute, 2) failure to fully participate in the Institute (see Section 6), 3) engaging in prohibited activity (see Section 8), 4) material misrepresentation made by any participant in their nomination, medical form, or other materials provided to the U.S. Department of State, 5) conduct which may have the effect of bringing the U.S. Department of State, host institution, or the Study of the U.S. Institutes into disrepute, and 6) failure to comply with the Institute Terms and Conditions.

Excessive absences from required Institute activities for a medical issue (mental or physical) may result in a recommendation to the U.S. Department of State to terminate an individual's participation. In the event that a medical issue (physical or mental health) impacts the student's ability to participate in sessions or program activities, an End of Participation for Medical Concerns recommendation may be made to the U.S. Department of State.

The U.S. Department of State's Bureau of Educational and Cultural Affairs; the U.S. embassy, consulate, or Fulbright commission or the host institution will not be liable for any claim or claims resulting from the participant's failure to start or complete the program.

12. WARNING AND TERMINATION PROCEDURE: In the case of minor policy infractions, after the first violation of Study of the U.S. Institute policies, a participant may receive a verbal warning. A second infraction of policies may be documented in writing and may also require a signature from the participant. If a participant refuses to sign documentation acknowledging that a verbal or written warning has been issued, a recommendation may be made to the U.S. Department of State to terminate the program. After three minor infractions of a policy or policies, a recommendation may be made to the U.S. Department of State for termination of an individual's program participation.

Host institution staff may carry out appropriate disciplinary measures based on an assessment of the severity of the offense after consultation with the U.S. Department of State. In the case of a single incident comprised of multiple infractions, or if host institution staff deem one violation of program policy to be of great significance or severity, a recommendation to issue a written warning upon a first offense, or for immediate termination of the individual's program sponsorship may be presented to the U.S. Department of State. All warnings will be provided to the U.S. Department of State.

The procedure for terminating an individual's program participation is:

a. A participant is recommended for dismissal by host institution staff typically after the participation has



already received two warnings previously. Host institution staff consults initially with the U.S. Department of State and if applicable, the implementing partner.

- b. Host institution staff and the implementing partner (if applicable) prepare a written statement of the reason for the recommendation and provides all relevant documents, along with a recommended action, to the U.S. Department of State. The written statement is submitted to the U.S. Department of State for review, evaluation, and recommendation.
- c. The participant will have an opportunity to provide relevant information pertaining to the incident.
- d. Upon receipt of the U.S. Department of State's recommended action, host institution staff and the implementing partner (if applicable) will inform the participant in writing of the U.S. Department of State's decision and the reasons, therefore.

The U.S. Department of State may vary the above procedures if it determines that circumstances so warrant and may immediately terminate an individual's participation without the opportunity for appeal. All decisions made by the U.S. Department of State regarding the termination of an individual's participation are final.

13. RESULT OF PROGRAM PARTICIPATION TERMINATION: After termination of an individual's program participation for disciplinary reasons, the participant is considered as not having received the award and will not receive a certificate or be considered an alumnus or alumna of the Study of the U.S. Institutes. After a termination, unless otherwise stated, the participant's program participation will be considered to have ended when the U.S. Department of State announces its decision to terminate, and this decision is communicated to the participant. Termination of an individual's program participation for disciplinary reasons will prohibit future participation in Study of the U.S. Institutes.

When an individual's program participation is revoked or terminated, disbursement of any remaining allowances and benefits will cease. Unless otherwise authorized by the U.S. Department of State, no further claim for disbursements of allowances or benefits will be honored. Individuals whose participation have been terminated may be required to return stipend funds already disbursed and/or be ineligible to collect stipend payments.

14. PROGRAMS OTHER THAN THE STUDY OF THE U.S. INSTITUTES: Neither the U.S. Department of State nor the host institution and implementing partner has any responsibility, financial or otherwise, in connection with any program other than the Study of the U.S. Institutes as specified in these Terms and Conditions.

ACCEPTANCE OF TERMS OF APPOINTMENT: Please complete the fields below and submit this form to indicate that you understand, accept, and will comply with all provisions stated in these Terms and Conditions.

☐ By checking this box, I hereby confirm that I have read, I understand, and I agree to the policies of the Study of the U.S. Institutes as outlined above.

Please note that your participation is not finalized until you have submitted a completed version of this form and any other required documents.



Signature		
Date	Home Country	
Last Name (Surname or Family Name)		First Name (Given Name(s))
Last Name (Surname of Family Name)		Tust Name (Given Name(s))

SUSI Title and Host Institution