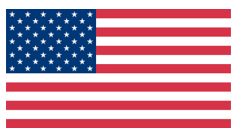




The U.S. Department of State Critical Language Scholarship Program 2019 Policies Book

Terms and Conditions of Award	2
Sexual Harassment Policy	16
Internet and Media Guidelines	22
Testing and Program Evaluation Data Consent	23



The CLS Program is sponsored by the U.S. Department of State with funding provided by the U.S. Government. It is supported in its implementation by American Councils for International Education.

Terms and Conditions of Award

The following terms and conditions apply to all finalists and participants of the U.S. Department of State's Critical Language Scholarship (CLS) Program. Individual CLS Institutes may have additional policies specific to the program and/or host country that participants will be required to sign and adhere to as part of the CLS award.

1. **Purpose** – The Critical Language Scholarship (CLS) Program is a program of the U.S. Department of State's Bureau of Educational and Cultural Affairs supported in its implementation by American Councils for International Education (herein, "American Councils"). The CLS Program is part of the U.S. government's effort to increase the number of U.S. citizens studying and mastering foreign languages that are critical to U.S. national security and economic prosperity. The CLS Program provides funding for intensive overseas language institutes at beginning, advanced beginning, intermediate, and advanced levels. Participants advance their language learning through formal classroom study, facilitated language learning opportunities, and structured cultural activities.
2. **Finalist Requirements** – Applicants who are selected for the CLS Program are referred to as finalists prior to the program start, and as participants during the course of program activities. In order to participate in the CLS Program, finalists must meet all eligibility requirements, and satisfactorily complete all requirements and submit all documents necessary for their participation in the program, including the following:
 - a. Submission of all required medical forms
 - b. Completion of the medical review process (see [Section 6](#))
 - c. Submission of all other required documents listed on the Accepted Student Portal
 - d. Completion of the pre-program language test
 - e. Finalists must also fulfil the medical, placement, academic, and visa requirements necessary for participation of the host institution, country and location in which the applicant is placed.

Documents must be submitted through the Accepted Student Portal or directly to American Councils according to the instructions provided on the Accepted Student Portal.

Any changes in medical and/or mental health status following the submission of the application and above documents, but prior to the start of the program must be reported immediately to American Councils ([see Section 6](#)).

Any finalist who has been charged or convicted of a felony or misdemeanor following the submission of the application must notify American Councils immediately. Minor traffic violations do not need to be reported. Further documentation related to the felony or misdemeanor charges may be required in order to determine a finalist's eligibility to participate. Failure to report on felony and misdemeanor charges or convictions may result in termination of the award ([see Section 25](#)).

Any finalist who is subject to disciplinary action by a university (or other academic institution) at any time following submission of the CLS application must report such incidents to American Councils immediately. Further documentation may be required in order to determine a finalist's eligibility to participate in the CLS Program. Failure to report on university disciplinary actions may result in termination of the award ([see Section 25](#)).

A scholarship offer may be terminated prior to departure if a finalist a) fails to meet or maintain eligibility requirements, b) fails to complete pre-program requirements, c) fails to provide requested

information by stated deadlines, or d) exhibits behavior that may pose a risk to the standing of the CLS Program abroad, including, but not limited to inappropriate behavior or social media activity. If a finalist cannot meet the medical, placement, academic or visa requirements of a CLS Institute, the U.S. Department of State and American Councils cannot guarantee placement in an alternate host country and may terminate the award.

3. **Accepting or Declining the Award** – Information submitted by finalists through the Accepted Student Portal, including the decision to accept or decline the CLS award, is binding.
4. **Communication** – Information about the CLS Program will be communicated electronically through the Accepted Student Portal and through e-mail. Institute-specific information about the CLS Program, program requirements, deadlines and formal decisions regarding CLS policies and program arrangements will be communicated to finalists by e-mail. It is the responsibility of finalists and participants to maintain an e-mail address, to communicate changes to their contact information to the CLS Program in a timely manner, and to read all program communications thoroughly, including all instructions regarding program deadlines and requirements. It is the responsibility of CLS finalists to make arrangements in order to be able to receive communications from CLS Program staff in the event that e-mail or Internet access is not available to them for a prolonged period of time (for instance, due to personal travel or other circumstances), in order to ensure completion of the program requirements by the program deadlines. When on program, participants are expected to keep their CLS Program phone with them, turned on, and charged at all times.
5. **Limited Health Benefits** – CLS participants are strongly encouraged to maintain their current healthcare coverage during their overseas program. Participants' primary medical insurance coverage will be supplemented by a limited emergency and accident medical benefits plan from the Accident and Sickness Program for Exchanges (ASPE). ASPE covers CLS participants only during the in-country portion of the CLS Program, beginning upon arrival in the host country, and ending on the final day of the CLS Program, or upon a participant's departure from the host country in the case of an early withdrawal. If a participant withdraws from the program or their award is terminated, all ASPE benefits cease. ASPE health benefits are not provided during the Washington, D.C. pre-departure orientation. In the event that an accident or illness sustained while on the CLS Program overseas requires a return to the United States, continued treatment in the United States may not be covered by the ASPE benefits. Participants will receive information about ASPE benefits prior to the start of the CLS Program.

Regardless of who signs a medical form, the CLS Program, American Councils, local CLS Institutes, the U.S. Department of State and its employees and their representatives, and host families are not responsible for any medical bills not covered by personal insurance or the health benefits provided by the program incurred by a participant. Neither American Councils nor the U.S. Department of State bears any responsibility for any complications and/or negative results associated with medical treatment.

6. **Health and Medical** – All finalists must complete the required CLS Medical Forms, have a licensed physician (M.D. or D.O.), licensed Physician's Assistant (P.A.) or licensed Nurse Practitioner (N.P.) review and complete the Medical Form (Part 1) and the Physician's Form (Part 2). The Mental Health Form (Part 3) and the Specialist Form (Part 4) must be completed if applicable. All forms must be uploaded to American Councils' online system by the stated deadlines. The omission or falsification of pertinent medical information may result in revocation or termination of the CLS award at any time prior to, or during, the program ([see Section 25](#)).

All medical forms will be reviewed by CLS Program staff and a contracted licensed medical professional. If the contracted physician has questions or requires more information about the finalist's medical history, which may include, but is not limited to test results, prescription records, or medical forms and records, it is the finalist's responsibility to provide timely and complete responses. Any and all requests for further information must be satisfied before the medical review process is complete.

The CLS Program may share any information from a finalist or participant's medical forms and the medical review process that is necessary to facilitate placement, to arrange housing and medical accommodations, or to comply with local laws, regulations and institutional policies ([see Section 28](#)).

If any medication or treatment is cited as a condition for participation in the program by the medical or mental health provider completing the forms, participants must adhere to the treatment plan outlined as a condition for participation. Students must be stable on a course of medication or treatment for a minimum of 8 weeks. In the case that a participant finds it necessary to adjust the medication or treatment plan in advance of the program or while the program is in progress, the participant must bring this to the attention of CLS Program staff in a timely manner. The CLS Program may require the finalist to undergo an additional medical or mental health evaluation prior to or during the program.

The CLS Program makes reasonable efforts to place and accommodate finalists with medical needs. Please be aware that some conditions cannot be accommodated in certain host institutions, countries or areas of a country. In certain situations, after completion of the medical review process, the CLS Program may determine that it cannot assure the safety and well-being of a finalist in the assigned host country. In some cases, it may be possible to transfer placement to another country. In other cases, the CLS Program may determine that it cannot place and support a finalist in any location, and may terminate the CLS award.

Any finalist who has experienced a significant change in physical or mental health after the submission of the required medical forms must inform American Councils immediately. Such changes in a finalist's medical condition include, but are not limited to, hospitalization or urgent outpatient treatment; changes in a regular course of medication or beginning a new course of regular medication; and/or the need for regular or frequent follow-up related to a medical or mental health concern. Disclosure of an unreported significant medical condition or previous treatment for any conditions, disorders or symptoms may require medical confirmation of the finalist's ability to participate, as determined by the CLS Program. Failure to report on significant changes in physical or mental health may result in termination of the award ([see Section 25](#)).

In the event of a significant change in physical or mental health or disclosure of a previously unreported condition during the CLS Program, the CLS Program may require an evaluation by a medical or mental health professional in order to confirm a participant's ability to continue on the CLS Program.

Finalists should consult a physician and monitor the [U.S. Center for Disease Control's \(CDC\)](#) travel guidance pertaining to their host country. Finalists are encouraged to comply with CDC guidance regarding immunizations and other health precautions. Finalists are responsible for any consequences resulting from failure to comply with the CDC recommendations. American Councils and the U.S. Department of State cannot provide medical guidance on immunizations, and the CLS Program does not cover costs associated with immunizations.

7. **Award Benefits** – CLS Program funding is intended to cover all program-approved costs, including program-provided housing, meals, incidentals, CLS institute activities, domestic travel to Washington, D.C. for a mandatory pre-departure orientation, international travel between the United States and the host country, visa fees, accident and emergency health benefits coverage, and tuition.

CLS participants receive a stipend to cover some of the above costs incurred while on program. Stipend amounts and distribution vary by program site and are determined by each CLS Institute in consultation with the U.S. Department of State and American Councils. CLS Program stipends are not intended to cover passport fees, costs associated with completion of the CLS medical forms, non-program related travel, or costs associated with outside interests.

8. **Non-Competitive Eligibility** – Under [Executive Order 13750](#), CLS Program alumni who successfully complete the program are eligible for 12 months of noncompetitive eligibility (NCE) hiring status within the federal government, with the possibility of extensions if certain criteria are met. CLS alumni will be issued an NCE certificate after all program and post-program requirements are completed. More information about NCE is available at <https://www.clscholarship.org/alumni/NCE>.
9. **Visas** – The CLS Program staff works with finalists to procure visas for travel to the CLS Institute host countries. The issuance of visas is entirely at the purview of the host country. The U.S. Department of State and American Councils are not responsible for other countries' visa requirements, visa processing procedures, including changes of procedures, and/or the denial of a visa application. The U.S. Department of State and American Councils are not responsible for other countries' interpretation of the terms of the visa status and activities that may constitute a violation to the terms of the visa issued by the host country.

Factors that may impact the issuance of a host country visa include infectious diseases, dual citizenship, country of birth or parents' origin. **Finalists must notify the CLS Program staff immediately if (a) they hold dual citizenship with the CLS host country, or (b) have been previously denied entry, deported, or refused a visa to the CLS Program host country.**

- a. **Pre-Program:** Participation in the CLS Program is contingent upon receipt of the appropriate host country visa according to the deadline established for each program site. If an appropriate host country visa has not been received by the established deadline, the CLS award may be terminated. **All finalists must meet deadlines set by American Councils to submit required materials, forms, photos, and U.S. passports for visa processing. Failure to do so may result in termination of the CLS award** ([see Section 25](#)). Finalists are required to submit a U.S. passport for visa processing before participation in the CLS Program. If a finalist is planning any international travel during the months between selection and the beginning of the CLS Program during which time they would require the use of their passport, it is the responsibility of the finalist to work with CLS Program staff and/or the host country consulate to secure an appropriate visa by the established deadline. Failure to do so may result in termination of the CLS award ([see Section 25](#)).
- b. **Post-Program:** Participants are expected to return to the United States on the group flight provided at the end of the program. Participants **may not** extend their stay in the host country on the visa sponsored by the CLS host institution. If a participant chooses to stay in the host country upon completion of the CLS Program, it is the responsibility of the participant to obtain the proper visa and/or registration required by local law. CLS Program staff are not able to provide assistance with a visa extension or visa application to stay in the host country following the conclusion of the CLS Program.

10. **Travel Policies** –

International Travel: Round-trip travel from a participant's home city in the United States to the overseas CLS institute site will be provided by the CLS Program. Travel arranged by the CLS Program cannot be used to travel from another country to the United States before the start of the CLS Program,

or to travel to another country upon completion of the CLS Program. Travel to the host country will include a stopover in Washington, D.C. to attend the CLS Program's mandatory pre-departure orientation. International air travel will be coordinated as a group flight with the roundtrip based from Washington, D.C. Domestic travel arrangements to and from the participant's home city in the United States will be based on the roundtrip international group flight tickets.

All CLS Program-provided air travel must conform to the Fly America Act, which requires that all U.S. government-funded travel be on American Flag Carriers where such service is available. Participants are also subject to the airline's group rate restrictions and policies. Participants are expected to return to the United States on the group flight provided for the program. Group tickets cannot be converted to individual tickets. CLS Program staff, including host institution staff, will not be able to change tickets for participants.

The CLS Program is not responsible for the disruption of participants' plans by unforeseen travel delays.

All participants are registered with the U.S. Department of State's [Smart Traveler Enrollment Program \(STEP\)](#) prior to the start of the CLS Program. Finalists are advised to consult the online resources related to international travel available through the U.S. Department of State (<https://travel.state.gov/>) and the Center for Disease Control (<http://wwwnc.cdc.gov/travel/>) to review information related to health, safety and security while overseas.

Travel During the CLS Program: Each CLS Institute incorporates group excursions designed to enhance participants' understanding of the host country language and culture. Participants are required to participate in all scheduled group travel unless they have been excused in advance in writing by the CLS Program.

Participants are not permitted to leave the host country at any time during the CLS Program. All independent travel, either day trips or overnight stays, outside of the CLS Program host city requires the submission of an Independent Travel Form and prior acknowledgement from the CLS Program. Independent travel within the host country may only take place during dates designated by the host institution; these dates are subject to change at the discretion of the host institution. The CLS Program is not responsible for financial penalties or losses incurred as a result of changes relating to independent travel.

Further guidelines on independent travel, including restrictions and prohibited areas, are specific to each site and will be communicated in the site-specific policies prior to the start of the CLS Program. Locations cited as high risk in the U.S. Department of State's Travel Advisories (see <https://travel.state.gov/>) are off-limits to all participants, unless specifically advised otherwise by the U.S. Department of State and American Councils. **Unauthorized travel may result in the immediate termination of the CLS award** ([see Section 25](#)).

11. **Pre-Departure Information** – Finalists are required to read all provided pre-departure materials and participate in all required webinars or meetings before the beginning of the CLS Program. Any questions regarding the materials or the CLS Program should be directed to CLS Program staff.
12. **Orientation** – Participants are required to attend a mandatory pre-departure orientation in Washington, D.C. immediately before the group departs for the overseas CLS Institute. Program-related and approved expenses (hotel, ground transportation to/from the airport in Washington, D.C., airfare, and meals) incurred while participating in the orientation will be covered either directly or through the program stipend. Participants are also required to attend all arrival and in-country orientation sessions.

13. **Living Arrangements** – Participants are required to live in CLS Program-provided housing, which may consist of hotel rooms, dormitory rooms, apartments, and/or homestays with local families. The pre-departure information provided in the Participant Handbook and on the Accepted Student Portal describes the living accommodations for each CLS Institute. Living arrangements are subject to change if circumstances require. Participants are expected to follow all program rules and guidelines, and to conduct themselves appropriately at all times. Double-occupancy rooms should be expected for the CLS pre-departure orientation, as well as during the summer institutes.

Dependents and Companions: No dependent(s) or companion(s) may accompany a participant during the program. Visitors may not participate in any CLS Program activities or live in program-arranged housing.

14. **CLS Program Participation and Conduct** – The CLS Program is first and foremost an academic experience. Participants are expected to participate to the fullest extent. Attendance at all scheduled classes and program activities and excursions is mandatory, unless explicitly excused by program staff. Full CLS Program participation includes, but is not limited to, complete attendance of all classes, completion of work assigned as part of the academic program, attendance of all mandatory cultural activities, arriving on time and at the correct location to all mandatory events and activities, and adherence to the language policy of the CLS Institute. Participants who fail to participate fully may be considered as not having successfully completed the program and may not receive a CLS Program completion certificate, academic transcript, language test certificate, NCE certificate, or access to benefits and/or resources that are available to CLS Program alumni.

Participants are expected to be respectful and maintain the highest level of professional conduct with CLS Program staff, language partners, host families and roommates, and fellow participants. Participants are expected to maintain the highest levels of cultural sensitivity towards the host country and culture, and to maintain a standard of conduct and integrity that is in keeping with the spirit and intent of the CLS Program. If CLS Program staff determines that a participant is being disrespectful or not following program directives, that participant may be subject to immediate disciplinary action, and the award may be terminated.

15. **Academic Honor Code** – Participants are expected to approach their academic work with dedication and integrity, understanding that they are responsible for enhancing their own learning through personal effort. Participants agree to be fully prepared for each class session and refrain from engaging in disruptive, offensive or distracting behavior. Further, because the program is designed to integrate classroom work with excursions to local sites, attendance of all classes and cultural activities is mandatory. Participants who fail to attend program sessions without prior permission of CLS Program staff may be subject to immediate disciplinary action and considered for dismissal from the program ([see Section 25](#)).

While the highest instructional standards are expected and applied, participants should be aware that local teaching methods may differ from U.S. standards of instruction. If a participant would like to express concern regarding an instructor or instruction methods, comments should be directed to the CLS Institute's designated point of contact, not directly to instructors.

The following behaviors are prohibited:

- c. **Plagiarism:** Submitting material that in part or whole is not entirely one's own work without attributing those same portions to their correct source.

- d. **Cheating:** Using unauthorized notes, study aids, or information on an examination; altering a graded work after it has been returned, then submitting the work for reevaluation; allowing another person to do one's work and submitting that work under one's own name; submitting identical or similar papers for credit in more than one course without prior permission from the course instructors. Persons who assist cheating by sharing their work are also guilty of cheating.
 - e. **Obtaining an unfair advantage:** (a) Stealing, reproducing, circulating, or otherwise gaining access to examination materials prior to the time authorized by the instructor; (b) stealing, destroying, defacing, or concealing library materials with the purpose of depriving others of their use; (c) unauthorized collaboration on an academic assignment; (d) retaining, possessing, using, or circulating previously given examination materials, where those materials clearly indicate that they are to be returned to the instructor at the conclusion of the examination; (e) intentionally obstructing or interfering with another participant's academic work; or (f) otherwise undertaking activity with the purpose of creating or obtaining an unfair academic advantage over other participants' academic work.
 - f. **Fabrication:** Falsifying or inventing any information, data, or citation; presenting data that were not gathered in accordance with standard guidelines defining the appropriate methods for collecting or generating data, and failing to include an accurate account of the method by which the data were gathered or collected.
 - g. **Falsification of record and official documents:** Altering documents affecting academic records; forging signatures of authorization or falsifying information on an official academic document.
 - h. **Conducting research activities that have not been approved by the CLS Program and certified by a recognized Institutional Review Board (IRB) process:** Participants are not allowed to conduct personal research (including coursework, thesis or dissertation writing), or other non-CLS Program academic work if it in any way detracts from full participation in CLS Program activities. Participants interested in conducting research during the CLS Program must first receive approval from the CLS Program staff before initiating any research activities. All participants conducting research will be required to submit proof of approval from their home institution's IRB for any research involving human subjects.
 - i. **Unauthorized access to computerized academic or administrative records or systems:** Viewing or altering computer records, modifying computer programs or systems, releasing or dispensing information gained via unauthorized access, or interfering with the use or availability of computer systems or information.
16. **Testing, Evaluation, and Survey Requirements** – Finalists are required to complete testing and evaluation or survey requirements as outlined below.
- Language testing for the program is conducted by Language Testing International (LTI), a division of the American Council on the Teaching of Foreign Languages (ACTFL). LTI will arrange for an Oral Proficiency Interview (OPI) examination to be conducted with an ACTFL-certified tester by telephone.
- j. **Pre-Program Requirements:** Finalists must complete all required program forms and an ACTFL OPI language evaluation by the stated deadlines.
 - k. **Mid-Program Requirement:** Participants are required to submit a short mid-program evaluation using the provided form by the stated deadlines.

- I. **Post-Program Requirements:** Upon returning to the U.S., all participants are required to (a) complete a post-program evaluation by September 15 and (b) take a post-program ACTFL OPI language evaluation by September 15, if one cannot be arranged on site before the end of the program.

Participants will receive an official certificate of completion from the U.S. Department of State, a certificate of Non-Competitive Eligibility, and an official ACTFL OPI score certificate only after completing testing and post-program reporting requirements for the CLS Program by the stated deadlines.

Missed OPI Fee: Participants who fail to take their pre- or post-program language test at the scheduled time will be responsible for any fees incurred. **The current penalty for a missed ACTFL OPI exam is \$55.**

Test score data, surveys, and program evaluations will be shared with the U.S. Department of State, American Councils, and CLS in-country program staff for the purposes of placement, measuring program outcomes, assessing the effectiveness of the CLS Program, basic record keeping, and other needs that may be determined for program administration and/or evaluation. Aggregate test score data and program evaluation data will be shared with the U.S. Congress as measures of program effectiveness. Additionally, the U.S. Department of State and American Councils may prepare external reports or make public presentations about the CLS Program using testing and evaluation data in aggregate form.

By signing the Terms and Conditions of Award agreement, finalists indicate that they understand how test score and program evaluation data will be used (see also [Section 28](#)).

17. **Academic Credit** – Credit for coursework completed on the CLS Program is issued through Bryn Mawr College. Before the beginning of the program, finalists must elect, through the Accepted Student Portal, either to request academic credit for their coursework or to waive their right to do so. After the start of the program, a participant may not alter their decision to receive or waive academic credit.

Participants who have requested academic credit and who have successfully completed the program will receive two units of undergraduate academic credit, equivalent to approximately four semester hours per unit. Successful completion of the academic program requires attendance for the duration of the CLS summer institute. Participants who face situations requiring an early return from the CLS Program site may not be eligible for academic credit. In the event that a participant must leave the program site early, academic credit may be awarded provided that all of the following conditions have been met: the reason for the early return must be approved by CLS Program staff and the U.S. Department of State; the participant must have attended over 87% of the summer institute before departing the program site; required work for the program must be completed within three weeks of the final program date; CLS instructors must have the ability and capacity to complete the assessment of the participant's work. A participant must achieve passing grades in their courses in order to earn academic credit.

Finalists are advised that not all institutions may accept academic credit from another institution. Finalists should work with the study abroad office or office of the registrar at their home institutions to determine the procedures for transferring academic credit for the CLS Program. In many cases, it is important to do this before the start of the CLS Program.

At the end of the summer program, CLS Institute Directors submit lists of grades from each institute to American Councils. These grades are converted from the grading scale used by the host institution to the Bryn Mawr College four-point scale. Upon successful completion of the CLS Program, grades are forwarded to the Bryn Mawr College Registrar. Grades usually become available eight to twelve weeks after the conclusion of the program. Once all of the post-program requirements have been completed, one transcript will be issued to the address provided by each participant on the Academic Credit

Request Form when they accepted the CLS Award. Additional transcripts can be requested by following the instructions outlined on the Bryn Mawr College website: www.brynmawr.edu/registrar/.

18. **Internet and Media Guidelines** – Participants who share their CLS experiences publicly via Internet-based media must acknowledge that theirs is not an official U.S. Department of State website, blog, or posting, and that the views and information presented are their own and do not represent the CLS Program or the U.S. Department of State. Participants must agree to adhere to the Internet and Media Guidelines on the Accepted Student Portal as a condition of participation in the CLS Program.
19. **Personal and Program Property** – Participants are responsible for safe-guarding stipend funds and other CLS Program-provided equipment or property, including but not limited to cell phones, textbooks, and housing keys. Lost or stolen stipend funds, equipment, or other property cannot be replaced by the CLS Program and must be re-paid or replaced by CLS participants as determined by individual CLS Institutes. The CLS Program does not provide insurance for participants' personal property.
20. **Host Country and U.S. Laws** – Participants are subject to the same laws and regulations that govern the host country's citizens and any other laws that are applicable to a foreign citizen in the host country. It is the responsibility of CLS Program participants to be aware of local laws and to abide by them. Any violation of local laws may result in the immediate termination of the CLS Program award ([see Section 25](#)), and any resulting legal fees will be the responsibility of the participant. **Neither American Councils nor the U.S. Department of State can provide any immunity from local laws or prosecution.** Participants are also expected to abide by U.S. law.
21. **Sexual Harassment Policy** – Finalists must review the CLS Sexual Harassment Policy and agree to adhere to the policy on the Accepted Student Portal as a condition of participation in the CLS Program. Participants are prohibited from engaging in sexual misconduct, including sexual harassment, which includes unwelcome sexual advances; requests for sexual favors; or other spoken, written, or physical conduct of a sexual nature when such conduct has the purpose or effect of interfering with an individual's participation in the program or creating an intimidating, hostile, or offensive environment. Depending on the severity of the incident, disciplinary actions for sexual harassment may include a warning, probation, or a termination of the CLS award ([see Section 25](#)).

If a participant reports to CLS Program staff that harassment or a sexual assault has occurred on the CLS Program, or if CLS Program staff otherwise learns of a sexual assault or sexual harassment incident, CLS Program staff will provide immediate support and assistance, including access to professional medical care and counseling and support (on-line or on-site depending on availability), as requested by the participant. CLS Program staff are required to report the incident to their supervisor or program director. Known incidents must also be reported to the U.S. Department of State. Participants may review the CLS Sexual Harassment Policy for information regarding resources that they may access directly, and that will not result in communication about the incident to the CLS Program or U.S. Department of State.
22. **Alcohol and Drug Policy** – Participants must obey local and U.S. laws regarding alcohol consumption. The CLS Program prohibits the consumption of alcohol by or distribution of alcohol to participants who are not of U.S. legal drinking age. Participants who are of U.S. legal drinking age and choose to consume alcohol do so with the knowledge that they remain responsible for their actions at all times.

Participants who choose to consume alcohol are expected to do so responsibly, and be sensitive to local customs and norms when consuming alcohol. Excessive and irresponsible drinking leading to intoxication and behavior that interferes with the program or the rights of others, is disrespectful to

others or to the host culture, and/or compromises the safety of the individual or other participants is subject to immediate disciplinary action and may result in dismissal from the program. **Any alcohol infraction is considered a grave violation of policy and will result in immediate disciplinary action, including possible dismissal from the CLS Program ([see Section 25](#)).**

Participants are prohibited from selling, using, or possessing any drugs that are illegal under either U.S. or host country law. Participants are cautioned that the possession of drugs is often dealt with harshly by host country law enforcement. **Any drug infraction is considered a grave violation of policy and will result in immediate disciplinary action, including possible dismissal from the CLS Program ([see Section 25](#)).**

23. **Prohibited Activities** - The following activities are prohibited, and will result in disciplinary action, including possible dismissal from the CLS Program ([see Section 25](#)):

- m. **Violation of local or U.S. law ([see Section 19](#)).**
- n. **Theft, damage, or vandalism** of any kind including, but not limited to, belongings of other participants or any other person, CLS institute property, property of host universities, dormitories, host family accommodations, apartments, program arranged transportation, or facilities used by the program.
- o. **Violent, abusive, disruptive, inappropriate, or offensive behavior** against others, including but not limited to faculty, staff, participants, language partners, host families, roommates, or host country nationals, including:
 - Any form of physical violence, including striking or any other physical harm to one's self or another person.
 - Any form of verbal abuse, bullying behavior or cyberbullying, including the use of profanity, derogatory or degrading comments, obscene gestures, or threats.
 - Disorderly, disrespectful, disruptive, threatening, or intimidating conduct, including disruptive actions that interfere with the learning environment or impede the ability to carry out program-related activities.
- p. **Culturally insensitive or disrespectful conduct, including the following:**
 - Behavior, including online activity, that impairs current relations or could have an adverse impact on future relations between the U.S. Department of State and its CLS Program and the host institution, host families, host country, program staff, or other partner organizations.
 - Engaging in any behavior, including online activity, that is considered culturally offensive to the host country and its population.
 - Initiating conversations, including online discussions, on topics that are considered inappropriate or offensive for discussion with program staff, host families, language partners, fellow participants and/or members of the host community.
- q. **Risky behavior or dangerous activities:**
 - Engaging in risky behavior or knowingly placing oneself or others in a dangerous situation.
 - Participating in protests, demonstrations, or strikes.

- Engaging in dangerous activities, such as parachuting, skydiving, hang-gliding, or bungee jumping while on the program. Activities such as skateboarding, rollerblading, biking, and boating are allowed as long as participants use adequate safety gear and exercise reasonable precautions.
 - Driving or operating motorized vehicles of any kind in the host country is not permitted while on the CLS Program.
 - CLS participants are advised to review the policies of their health insurance and the Accident and Sickness Program for Exchanges (ASPE) health benefits for activities and behaviors that may not be covered.
- r. **Alcohol or drug policy violations** ([see Section 22](#)).
- s. **Failure to follow site-specific policies**, guidelines, directives, timetables, and instructions of CLS Program staff:
- Individual CLS Institutes may provide guidelines for appropriate attire for all or part of a participant's stay in the CLS Program host country. Participants are expected to dress appropriately according to local customs.
 - Violations of residential guidelines and/or rules established by the CLS Institute or host family including, but not limited to, unauthorized overnight guests, curfews, excessive noise, rowdy conduct, or intoxication.
- t. **Unauthorized entry to or use of CLS Program facilities or host institution facilities or technology.**
- u. **Violation of the Travel Policy** ([see Section 10](#)).
- v. **Unauthorized housing:**
- Participants are required to stay in program-provided housing, except for independent travel outside of the host city. Participants who choose to stay in the host city during independent travel weekends are required to stay in program-provided housing.
 - During independent travel participants may not stay in short-term rentals, including but not limited to online hospitality services or private house rentals.
- w. **Engaging in any income-generating activities.**
- x. **Engaging in any proselytizing activities.**
24. **Disciplinary Measures** – In the case of a minor policy infraction, a participant may receive a written warning outlining the nature of the violation. Multiple minor infractions or major policy violations may result in being placed on probation. A participant placed on probation will receive a notice regarding the nature of the policy violation(s) and requirements for continued participation in the program. A participant may contest the warning or probation by submitting a written notice or email to CLS Program staff. CLS Program staff will review the case and provide a written response. The terms of the warning remain in effect during the review period. CLS Program 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 comprising multiple infractions, or if CLS Program representatives deem one violation of program policy to be of great significance or severity, a recommendation for immediate termination of the award may be presented to the U.S. Department of

State ([see Section 25](#)). All warnings and probation letters will be provided to American Councils and the U.S. Department of State.

25. **Termination of the CLS Award** – Decisions concerning termination of a CLS Program award will be made by the U.S. Department of State upon the recommendation of, and in consultation with, CLS Institute staff and American Councils. CLS Institute staff and American Councils have primary authority for recommending that the U.S. Department of State terminate a CLS award.

Grounds for termination of the CLS award include the following: (1) failure to maintain satisfactory academic progress and observe appropriate professional standards; (2) failure to attend all classes and program activities for reasons other than approved absences; (3) physical or mental illness that prevents fulfillment of program obligations; (4) failure to disclose pertinent medical or mental health conditions which significantly impact participation on the program; (5) failure to comply with the CLS Program Terms and Conditions of Award; (6) material misrepresentation made by any participant in a program application form or document; (7) conduct which may have the effect of bringing the U.S. Department of State, American Councils, CLS Institutes, or the CLS Program into disrepute; (8) acts likely to give offense to the host country; (9) violating terms of the host country visa, and/or (10) engaging in a prohibited activity described in [Section 23](#).

Dismissal for Medical Concerns: A cumulative total of 20 hours, or four consecutive days, missed from the academic program as the result of a medical issue (mental or physical) may result in a recommendation to the U.S. Department of State for termination of the CLS award. In the event that a medical issue impedes a participant's ability to attend classes, participate fully in program activities and excursions, or exceeds the level of care available in the host location, a recommendation may be made to the U.S. Department of State for termination of the CLS award.

In the event that a physical or mental health condition impedes a participant's ability to attend classes, program activities, or excursions and the student wants to continue to participate in the CLS Program, the CLS Program in consultation with the U.S. Department of State may require the participant to submit a medical reevaluation of their ability to fulfill the terms of the program. As part of this reevaluation process, a participant may be required by CLS staff to seek additional treatment as a condition of staying on the CLS Program. Failure to comply with a medical or mental health reevaluation requirement may result in a recommendation for termination of the CLS award. If, after a medical reevaluation, the participant's ability to fully participate in classes and program activities is still impeded, or if the CLS Program determines that an appropriate level of care and support cannot be provided in the host location, a recommendation may be made to terminate the CLS award.

In addition, a recommendation may be made to the U.S. Department of State for termination of the CLS award as a result of a medical condition if (1) a participant has exhausted all ASPE benefits of health and accident medical coverage provided by the U.S. Department of State in connection with the award; (2) a definitive diagnosis cannot be reached after a second medical consultation; or (3) a physical or mental health issue poses a significant risk or threat to the well-being of the individual, other CLS participants, or host country nationals.

Procedure for the termination of the CLS award: (1) The participant is immediately placed on probation and informed that termination of the award is a possibility; (2) the participant will have an opportunity to provide relevant information pertaining to the incident or behavior at this time; (3) American Councils, in consultation with the CLS Institute prepares a written statement explaining the reason for the termination, including all relevant documents for review and evaluation by the U.S. Department of State; (4) the U.S. Department of State informs American Councils of its final determination; (5)

American Councils and the CLS Institute inform the participant in writing of the decision to terminate the award and the reasons therefore.

26. **Withdrawal from the CLS Program** – Participants may withdraw from the CLS Program at any time. If a participant withdraws from the CLS Program at any point after signing the Terms and Conditions of Award, for any reason other than a documented critical incident (e.g. medical or family emergency) approved by the U.S. Department of State, the participant may be responsible for the repayment of all award costs (including but not limited to the Washington, D.C. orientation, travel to and from the host country, any advance stipend issued for the program, and all housing and meals).
27. **Result of CLS Program Withdrawal or Termination** – After a decision to withdraw from the program or termination of the CLS award, the participant is considered as not having received the award and will not receive a program certificate, academic credit, or be considered an alumnus or alumna of the CLS Program. After a termination, unless otherwise stated, the award will be considered to have ended when the U.S. Department of State makes its decision to terminate and this decision is communicated to the participant.

In the case of a decision to withdraw from the program or termination of the CLS award, disbursement of any allowances, stipends, and benefits will cease (except for return travel), including any medical benefits under the U.S. Department of State's Accident and Sickness Program for Exchanges. The participant will also be required to immediately repay any advances in allowances, stipends or benefits disbursed or intended for use in the period of time following the termination. Unless otherwise authorized by the U.S. Department of State, no further claim for disbursements of allowances, stipends, or benefits will be honored.

28. **Privacy and Use of Personal Data** – Finalists have already or will be required to share some personal data with the CLS Program and American Councils, including: contact information; education history; personal information and history; demographic information; health information; and other information the participant chooses to disclose. The CLS Program shares information about participants under limited circumstances and with appropriate safeguards on privacy as detailed in the [full Privacy Policy](#).
29. **Notifications and Releases** – Participants agree to allow the U.S. Department of State, American Councils, and individual CLS host institutions to cite a participant's name, CLS language and language level, U.S. college or university, educational level (undergraduate or graduate), field of study, CLS Institute, and host country in all print, broadcast and online publications, as part of the promotion of the CLS Program.

Participants agree to allow mailing and email addresses to be provided in annual notification letters to elected representatives, including members of the U.S. Congress, governors of U.S. states and territories, and the mayor of the District of Columbia. Elected representatives will be informed of the names and addresses of CLS Program participants from their respective locales should they wish to congratulate them.

Participants grant permission to the CLS Program and its administrators to anonymously quote or publish sections of surveys and program evaluations in connection with CLS Program activities including, but not limited to, staff and partner development and CLS Program promotion.

Participants hereby grant permission to the U.S. Department of State, American Councils, and/or individual CLS institutes to photograph, film, reproduce, transcribe, or otherwise record and use (including release, publish, quote or broadcast) their image and/or voice in connection with the U.S.

Department of State's public information programs and activities connected with the CLS Program including, but not limited to, CLS Program promotion.

Participants hereby give consent that any and all photographs and any other audio/visual materials taken by CLS Program staff can be used in the promotion of the CLS Program or other exchange programs by the U.S. Department of State, American Councils, and/or individual CLS institutes through print, web, and/or social media platforms. Further, participants grant the CLS Program and its administrators perpetual, worldwide, royalty-free and non-exclusive license to use, distribute, reproduce, modify, adapt and publicly display materials provided voluntarily by participants to CLS Program staff.

30. **Liability** – Participants agree to hold harmless and waive any and all claims against any one or more members of the U.S. Department of State, American Councils or the American Councils' Board of Trustees, and the CLS host institution or other host institutions or individuals providing services for the CLS Program, for illness, injury, accident, death, emotional distress, theft, loss or damage of personal property, legal issues, or other contingencies which may befall the participant during the program or in connection with the participant's activities while receiving support from this award. Insurance coverage for theft, loss or damage of personal property is not provided by the CLS Program.
31. **Claims** – Participants agree to release and waive any and all claims against the U.S. Department of State, American Councils or American Councils' Board of Trustees, or the CLS host institution, which may arise out of failure to enter upon or to complete the outlined program.
32. **Tax Responsibility** – Please be advised that some award monies are taxable, although there might be exemptions on certain items. The U.S. Department of State, American Councils or any of their affiliated partners cannot advise participants on tax matters. As with most tax issues, it is essential that each taxpayer consult with the Internal Revenue Service (IRS) or a tax professional to determine liability. Please refer to the IRS website (www.irs.gov) or call 1-800-TAX-FORM (1-800-829-3676).

I understand that it is my responsibility to contact American Councils directly to discuss any circumstances that would interfere with my ability to adhere to the Terms and Conditions of Award, or meet the CLS Program requirements. Any special arrangements or requests to modify the Terms and Conditions of Award must be raised with American Councils **before accepting** the CLS Program award.

In signing these Terms and Conditions of Award, I acknowledge having read and understood the terms of this award fully. I agree to the expectations and requirements laid out in the Terms and Conditions of Award and pledge to meet them as a finalist and participant of the CLS Program. I certify that the information provided in all parts of the CLS application and acceptance process is truthful, and understand that any misrepresentation or false answer may be grounds for termination of the CLS award.

Signature

Date

Sexual Harassment Policy

The CLS Program expressly prohibits sexual harassment and sexual violence in all of its programs and at all of its locations, including homestays and social settings where students gather as part of their participation in the program. This policy applies to the conduct of all students, staff, and third parties that work with CLS Program participants.

When CLS Program staff know of possible sexual harassment, including sexual violence, it will take immediate and appropriate steps to investigate or otherwise determine what occurred. If an investigation reveals that a violation of this policy occurred, CLS Program staff will take prompt and effective steps reasonably calculated to end the harassment, eliminate the hostile environment, prevent the harassment from recurring, and, as appropriate, remedy its effects.

Definitions

Sexual Harassment is unwelcome conduct of a sexual nature, which includes unwelcome sexual advances; requests for sexual favors; and other verbal, nonverbal, or physical conduct of a sexual nature that creates a hostile environment, including rape, sexual assault, and sexual exploitation. Conduct is considered “unwelcome” if the student did not request or invite it and considered the conduct to be undesirable or offensive. Participation in the conduct or the failure to complain does not always mean that the conduct was welcome. This policy prohibits sex-based harassment by peers, employees, or third parties that is sufficiently serious to deny or limit a student’s ability to participate in or benefit from the CLS Program and activities (*i.e.*, creates a hostile environment). Harassing conduct may take many forms, including verbal acts and name-calling, as well as non-verbal behavior, such as graphic and written statements (including the use of cell phones or the Internet), or conduct that is physically threatening, harmful, or humiliating. Unwelcome conduct does not have to include intent to harm, be directed at a specific target, or involve repeated incidents. The more severe the conduct, the less need there is to show a repetitive series of incidents to prove a hostile environment, particularly if the conduct is physical. Indeed, a single or isolated incident of sexual violence may create a hostile environment.

Examples of sexual harassment include: making sexual propositions or pressuring a program participant for sexual favors, touching of a sexual nature, writing graffiti of a sexual nature, displaying or distributing sexually explicit drawings, pictures, or written materials; performing sexual gestures or touching oneself sexually in front of others; telling sexual or dirty jokes; spreading sexual rumors or rating other students as to sexual activity or performance; or circulating or showing e-mails or websites of a sexual nature.

Sexual violence is a form of sexual harassment and refers to physical sexual acts perpetrated against a person’s will or where a person is incapable of giving consent (*e.g.*, due to the student’s age or incapacitation). A number of different acts fall into the category of sexual violence, including rape, sexual assault, sexual battery, sexual abuse, sexual coercion, dating violence, domestic violence, and stalking.

Consent is a voluntary agreement to engage in sexual activity. Someone who is incapacitated cannot consent. Incapacitation can occur due to the use of drugs or alcohol, when a person is asleep or unconscious, or because of an intellectual or other disability that prevents the student from having the capacity to give consent. Past consent does not imply future consent, and silence or an absence of resistance does not imply consent. Consent to engage in sexual activity with one person does not imply consent to engage in sexual activity with another. Consent can be withdrawn at any time, and coercion, force, or threat invalidates consent.

Gender-based harassment is another form of sex-based harassment and refers to unwelcome conduct based on an individual’s actual or perceived sex, including harassment based on gender identity or nonconformity with

sex stereotypes. This policy protects all students from sex-based harassment, regardless of the actual or perceived sex, sexual orientation, or gender identity of the alleged perpetrator or complainant. Sexual harassment, including sexual misconduct, may occur between persons of the same or opposite sex.

Reporting

Program participants who are victims of sexual assault or harassment, or who witness or learn of assault or harassment, are urged to inform CLS Program staff. In addition to their resident director, local program staff, or program officer in Washington, D.C., who can be reached 24-hours per day, participants are encouraged to contact the following staff, who have been designated as Coordinators under this policy, at any time, to report harassment or assault:

Jeanette Owen, Project Director, Critical Language Scholarship Program, American Councils for International Education: jowen@americancouncils.org
1828 L St. NW
Suite 1200
Washington, D.C. 20036
202-833-7522

Andrew McCullough, Assistant Project Director, Critical Language Scholarship Program, American Councils for International Education: amccullough@americancouncils.org
1828 L St. NW
Suite 1200
Washington, D.C. 20036
202-833-7522

The Coordinators have responsibility for compliance with this policy.

If participants report to CLS Program staff that a sexual assault or harassment has occurred on the CLS program, or if CLS Program staff otherwise learns of sexual assault or harassment, staff will provide immediate support and assistance, including access to professional medical care and on-line or on-site counseling, depending upon availability, as requested by the participant. CLS Program Staff will report the incident to the U.S. Department of State.

Participants may also access the following resources, which are independent of the CLS Program:

- Pathways to Safety (formerly Sexual Assault Support and Help for Americans Abroad): Pathways to Safety provides sexual assault prevention & response regardless of age, race, gender, sexual orientation, or location worldwide. (Their crisis line number is +1-833-SAFE-833 from the U.S., see the Pathways to Safety website for country specific directions at <https://pathwaystosafety.org/>)
- Rape, Abuse & Incest National Network (RAINN): This is the largest anti-sexual violence organization in the U.S. RAINN created and operates the National Sexual Assault Hotline (+1-800-656-HOPE) in partnership with providers across the United States. (<https://www.rainn.org/>)

Contact information for these organizations is also provided to all participants in CLS Program materials and during pre-departure orientations. These confidential resources will not report information to the CLS Program or U.S. Department of State. More information about confidentiality is provided below.

The CLS Program will provide students with information about how to seek medical treatment during pre-departure orientation. In the event of a sexual assault, it may be important to obtain immediate medical treatment and to preserve evidence in order to press charges against the assailant.

However, participants who seek to report incidents of harassment or assault to local police should be informed of local laws, investigatory procedures, and courtroom rules governing such cases, as these may differ significantly from those of the U.S. and in some cases may compound the victim's trauma. **The CLS Program recommends contacting the U.S. Embassy or consulate in the host country to learn about local laws and procedures before making a decision to report incidents of harassment or assault to local police.**

Participants may further report to CLS staff concerning behavior, such as general catcalling, or actions or statements that they believe *may* constitute harassment, but which are difficult to fully define. In such incidents, CLS Program staff will also provide immediate support and assistance to the participant. American Councils will contact the U.S. Department of State at the participant's request.

Non Retaliation and Amnesty

The CLS Program prohibits retaliation against program participants and other members of the CLS community for filing a complaint of discrimination or harassment, for assisting in the filing of a complaint or advocating for another person's rights under this policy, or for participating in an investigation, hearing, proceeding, or the resolution of a complaint. Retaliation includes, but is not limited to, threats, intimidation, coercion, and adverse actions in relation to evaluation or program participation. The CLS Program will investigate allegations of retaliation and will take strong responsive action if retaliation occurs. The CLS Program may grant amnesty from drug, alcohol, and other student conduct policies for complaints of sexual harassment, including sexual violence, made in good faith.

Investigating Complaints

Upon receiving a report of sexual assault or harassment, the CLS Program will take immediate, interim measures as needed to ensure the safety and freedom from retaliation of all parties. Examples of interim measures include separation of the parties, no-contact directives, and alternative arrangements for housing, classroom locations, class schedules, and other program components. Such arrangements will be made to the fullest degree possible while recognizing the reasonable limits imposed by each program's financial resources, faculty and staff availability, housing availability, and visa requirements.

To initiate the formal investigation of an incident, participants should submit a written complaint, including a detailed description of the conduct, any supporting documentation, and the names of any witnesses or others with relevant information to one of the Coordinators for this policy:

Jeanette Owen, Project Director, Critical Language Scholarship Program, American Councils for International Education: jowen@americancouncils.org
1828 L St. NW
Suite 1200
Washington, D.C. 20036
202-833-7522

Andrew McCullough, Assistant Project Director, Critical Language Scholarship Program, American Councils for International Education: amccullough@americancouncils.org
1828 L St. NW
Suite 1200
Washington, DC 20036
202-833-7522

The CLS Program may also begin an investigation on its own initiative depending on the severity of the incident and the need to mitigate a significant risk to an individual or the community. While pursuing resolution through

CLS Program internal processes, complainants may also file a criminal report with the local police department or other appropriate law enforcement agency (see above recommendation for contacting the U.S. Embassy in the host country to learn about local laws and procedures). The CLS Program will not delay its investigation if criminal charges are filed. However, the investigation may be temporarily delayed while criminal investigators gather evidence.

Informal Resolution

The CLS Program encourages, but does not require, informal resolution when possible in cases of sexual harassment that do not include sexual violence. Informal resolution, such as mediation, will never be used in cases of sexual violence. In addition, the informal resolution process may be bypassed in sexual harassment cases depending on the severity of the allegation or the complexity of the complaint. A student who brings forth a complaint is under no obligation to engage in informal resolution and will not be pressured to do so under any circumstances.

The goal of informal resolution is to resolve concerns at the earliest stage possible, with the cooperation of all parties involved. This may include inquiry into the facts, but typically does not include a formal investigation. Informal efforts to resolve the incident may include mediated dialogue between the complainant and the respondent or other fora in which the complainant addresses the respondent directly. Possible conclusions for the informal resolution process include but are not limited to: the creation of a no-contact environment between the two parties, the referral of one or both parties to counseling, targeted trainings for one or both parties, or other remedies for the individual harmed by the alleged discrimination or harassment.

If the matter is resolved informally to the satisfaction of all parties, the CLS Project Director will maintain a record of the complaint and its resolution.

Formal Investigation and Resolution

If informal resolution is unsuccessful or inappropriate given the nature of the complaint, a formal complaint may be filed in writing to one of the Coordinators listed above who will conduct an investigation or designate an investigator who will conduct a thorough, impartial investigation. More than one investigator may be assigned. Depending on the nature of the allegations, the formal investigation may include interviews with the complainant, the respondent, and any witnesses; review of written documentation and policies; and any other reasonable steps necessary to investigate the allegation to the fullest degree possible. However, the CLS Program does not have the resources to collect forensic evidence as part of any investigation or inquiry. During the investigation, the complainant and respondent will have an equal opportunity to identify witnesses and provide evidence. The investigator will not consider evidence about the complainant's prior sexual conduct with anyone other than the alleged perpetrator. In addition, evidence of a prior consensual dating or sexual relationship between the parties by itself does not imply consent or preclude a finding of sexual misconduct.

Once the investigator has completed the fact-finding, the CLS Project Director will consult with the Executive Vice President for Higher Education Programs ("review committee") and determine a) whether there was a violation of this policy; and b) the appropriate response.

The complainant and respondent will both have an opportunity to identify potential conflicts of interests related to the investigator and/or review committee. If there is a conflict of interest, an alternate individual will be designated.

The review committee will use a preponderance of the evidence standard when evaluating the facts and making a determination regarding violations of this policy. A violation of this policy may be found based on a majority vote of the review committee.

The CLS Program will seek to complete its formal investigation within 60 calendar days of receiving a written complaint and the review committee will seek to complete its determination within 14 calendar days of receiving the results of the fact-finding. However, all of the timeframes stated in this policy may be extended solely at the discretion of the CLS Program.

At the conclusion of the investigation, the committee will notify the concerned parties simultaneously in writing of the outcome of the investigation and the option to appeal, as described below.

The CLS Program will take prompt and effective steps reasonably calculated to end the harassment, eliminate the hostile environment, prevent the harassment from recurring, and, as appropriate, remedy its effects.

Sanctions

Potential sanctions include, but are not limited to, verbal or written warning, mandatory counseling, ban from location or area, loss of privileges, probation, suspension or dismissal from program. Sanctions are determined at the discretion of the CLS Program and there is no requirement of progressive discipline.

Appeals

Appeals may be filed in writing to Lorne Craner, President, American Councils for International Education at:

1828 L St. NW
Suite 1200
Washington, DC 20036
202-833-7522

Either party may file an appeal within 14 calendar days of notification of the review committee's decision. Appeals may be filed only when there was a material failure to follow procedures or when significant evidence was not considered that would have altered the outcome of the investigation. The other party will be given an opportunity to respond to the appeal within 7 calendar days. The President will make the final decision regarding the appeal and may decide: 1) to support the full results of the investigation and resolution; 2) support the results of the investigation but recommend different corrective action; 3) reach a different result and/or corrective action; or 4) require additional fact-finding.

False or Frivolous Charges

This policy shall not be used to bring false or frivolous charges against employees or participants. Those bringing such charges may be subject to disciplinary action.

Confidentiality and Obligation to Respond

The CLS Program encourages students to talk to someone about what happened so they can get the support they need and so CLS can respond appropriately. The CLS Program recognizes that reporting sexual assault or harassment is often a painful, deeply personal matter. However, CLS staff are not confidential resources. CLS staff must report incidents of sexual assault or harassment to the U.S. Department of State. CLS Program staff will preserve a student's confidentiality to the fullest degree possible consistent with the need to respond appropriately to allegations of sexual assault or harassment. When a student reports to a CLS staff member about an incident of sexual harassment or sexual violence, the CLS Program will take immediate and appropriate steps to investigate what happened and to resolve the matter promptly and equitably. Unless required by law, the CLS Program will not report an incident to law enforcement without a student's consent.

Students who wish to maintain complete confidentiality may contact the Rape And Incest National Network (RAINN) at <https://ohl.rainn.org/online/> (live on-line chat with crisis counselors offered 24 hours per day) or

Pathways to Safety (formerly Sexual Assault Support and Help for Americans Abroad, <https://pathwaystosafety.org/>), rather than reporting to the CLS Program. If a student reports to these confidential resources, without informing a CLS staff member, the CLS Program will be unable to conduct an investigation or pursue possible disciplinary action against the alleged perpetrator. Please note that, while confidential counselors and advocates may maintain a victim's confidentiality vis-à-vis the CLS Program, they may have reporting or other legal obligations, such as mandatory reporting to law enforcement in case of minors; imminent harm to self or others; or requirement to testify if subpoenaed in a criminal case.

During the investigation of an incident of sexual assault or harassment, confidentiality will be maintained to the fullest degree possible and within the limits imposed upon the CLS Program by its duty to ensure a safe environment for all program participants.

Records

Records of all complaints will be maintained by the Project Director for the CLS Program. Disciplinary actions will become part of participant's record.

Prevention and Education

The CLS Program informs students of this policy and available resources through its orientation program, which is conducted at the beginning of the program.

Training

CLS Program staff are trained on this policy. Those who respond to, investigate, and adjudicate complaints under this policy also receive training.

Agreement

By checking this box, I acknowledge that I have read and agree to the Sexual Harassment Policy set forth above.

☐ Agreed

Internet and Media Guidelines

Agreement to these guidelines is required for participation in the CLS Program.

With the myriad of Internet-based resources available, CLS participants have many opportunities to share their experiences with friends, family and the Internet community. This brings positive attention to the CLS Program and highlights the program's impact, not only on the CLS participant, but on the host community as well.

If you decide to share your CLS experiences through Internet-based media, there are a few points that you should keep in mind:

- Acknowledge that yours is not an official U.S. Department of State website and that the views and information presented are your own and do not represent the CLS Program, the Department of State, American Councils for International Education, or the CLS hosting institution.
- While participants in all U.S. State Department-sponsored academic exchange programs have full academic and artistic freedom to write, publish and create, they are also expected to maintain a standard of conduct that is in keeping with the spirit and intent of the CLS Program – to increase mutual understanding between the people of the United States and the people of other countries.
- What is deemed culturally acceptable in the United States (or, more specifically, on the Internet in the United States) may not be received well overseas. The use of disparaging language or images to describe the country you are in and the people you live and work with can undermine the goals of the program, and in some cases violate local laws.
- Inappropriate, offensive, or culturally-inappropriate online comments or photos are strictly forbidden in the CLS Program and are subject to disciplinary action (see CLS Program Terms and Conditions, Sections 23 and 24).
- If you submit a photograph and/or video to staff of the CLS Program, you must have secured permission from any individuals pictured and informed them that you plan to use their image publicly.

Contact American Councils for International Education if you have any questions.

By checking this box, I acknowledge that I have read and agree to the Internet and Media Guidelines Agreement set forth above.

☐ Agreed

Testing and Program Evaluation Data Consent

All Critical Language Scholarship (CLS) Program finalists and participants are required to take an Oral Proficiency Interview (OPI) language evaluation, administered by the American Council on the Teaching of Foreign Languages ([ACTFL](#)), before the CLS Program begins and upon completion of the institute. In addition, all CLS participants are required to complete mid-program and post-program evaluations. Individual CLS Program sites may also require pre- and post-program language tests.

On occasion, the CLS Program may receive and review requests from academic researchers in second language acquisition for access to CLS Program test score data and measures for program evaluation. Research scholars in second language acquisition and related fields may find the CLS data a valuable resource for the purposes of improving our understanding of how languages are learned and the impact of immersion language programs on the acquisition of language and cultural knowledge, leading to improvements in the teaching and learning of foreign languages.

In such cases, following a review of the research project and protocols for protecting data, the U.S. Department of State and American Councils may provide test score and program evaluation data to scholars with all personally identifying information about individual participants removed. Generic data such as language level, age, gender, and years of language experience may be shared, if relevant to the project, but only after all names and other identifying information has been removed.

Declining this form by not checking the box below will not affect your eligibility to participate in the CLS Program.

I have read the above statement and agree to allow the use of ACTFL OPI test scores and program evaluations, measures and information such as age, gender, years of language study, with all references to name and personally identifying information removed, to be used for external reports, public presentations, and the purposes of academic research in second language acquisition.

☐ Agreed

If you have questions about the way test scores and data are used, please contact:

Jeanette Owen
CLS Project Director
American Councils for International Education
202.833.7522
jowen@americancouncils.org