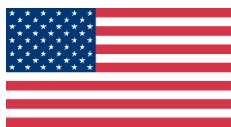




The U.S. Department of State Critical Language Scholarship Program 2020 Policies Book

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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 applicants selected as participants in the U.S. Department of State's Critical Language Scholarship (CLS) Program. Individual CLS Institutes (overseas universities and language centers that host the summer 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" or "scholars" during the course of program activities. In order for the CLS Program to be able to make appropriate selection and placement decisions, it is critical that the finalists provide complete and accurate information, meet all eligibility requirements, satisfactorily complete all requirements, and submit all documents necessary for their participation in the program. Requirements include the following:
 - a. Submission of all required medical forms;
 - b. Completion of the medical review process (see [Section 8](#));
 - c. Submission of all other required documents listed on the Accepted Student Portal;
 - d. Completion of the pre-program language test; and
 - e. Fulfillment of the medical placement, academic, and visa requirements necessary for the host institution, country, and location in which student is placed.

Acceptance into the CLS Program is also contingent upon the ability of the host CLS Institute to accept and place the finalist.

Documents must be submitted through the Accepted Student Portal or directly to American Councils according to the instructions provided on the Accepted Student Portal. The CLS Program is committed to providing equal opportunity to all applicants and finalists for the CLS Program. If you need an accommodation due to a disability in regards to any aspect of the CLS Program, including the application process, please contact cls@americancouncils.org.

Any changes in physical and/or mental health status following the submission of the application and above documents, prior to the start of the program or during the course of program participation, must be reported immediately to American Councils (see [Section 8](#)).

Any finalist who has been charged with or convicted of a felony or misdemeanor following the submission of the application or during program participation must notify American Councils immediately. Minor traffic violations do not need to be reported. Further documentation related to the felony or misdemeanor charges or convictions 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 28](#)).

Any finalist who is subject to disciplinary action by an 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 or other academic institution disciplinary actions may result in termination of the award (see [Section 28](#)).

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 charges or convictions for crimes of moral turpitude (e.g., fraud, theft), or inappropriate behavior or social media activity. If a finalist cannot meet the placement, academic, or visa requirements of a CLS Institute, or the CLS Institute is not able to accommodate a finalist's disability, the U.S. Department of State and American Councils cannot guarantee placement in an alternate host country and may terminate the award. The CLS Program will consider a request for an accommodation on a case-by-case basis and reserves the right to request additional independent medical examinations, evaluations or other appropriate information from the finalist (see [Section 9](#)).

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 final (See [Sections 29 and 30](#)).
4. [Right to Alter Placement](#) – The CLS Program reserves the right to alter placement in a country and community based on safety and security considerations, availability of funding, capacity of implementing organizations, and other factors. In the unlikely event of program curtailment or cancellation, the CLS Program, U.S. Department of State, American Councils, and other CLS Program partners will make every effort to alter placement but cannot guarantee an alternate program or country placement.
5. [Security](#) – The U.S. Department of State, American Councils, and the CLS Institutes take participant safety and security seriously and make every reasonable effort to inform CLS Program participants about health and security risks in the relevant host countries and in relevant local areas.

The CLS Program recommends that participants follow all health and safety advice provided to U.S. citizens through U.S. Department of State postings, emergency and other messages provided by the U.S. Embassy/Consulate in the host country, and/or provided to participants in handbooks, resources, briefings, and orientations. 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 (<https://wwwnc.cdc.gov/travel>) to review information related to health, safety, and security while overseas.

American Councils and CLS Institute staff will endeavor to notify participants of relevant recommendations and warnings from the U.S. Department of State and the U.S. Embassy/Consulate. Participants should monitor health and safety advisories for their host country directly as well, particularly as they pertain to any personal travel. Failure by participants to follow health and safety advice provided by the U.S. Embassy/Consulate messages, travel, or emergency warnings to U.S. citizens and/or provided by CLS Institute or U.S. Embassy/Consulate staff in briefings may be grounds for

American Councils and the CLS Program, with concurrence from the U.S. Department of State, to dismiss the participant from the program.

Every country has unique conditions and risks, which may vary by locality or community. Participants should exercise care in their everyday activities and travel, and should be attuned to their surroundings and the particular conditions and risks of their activities and locations at all times. The U.S. Department of State, American Councils, and the CLS Institutes and their employees are not responsible for injuries or damages resulting to participants from health and security risks, third-party actions, or participation in inherently risky or prohibited activities while on program (see [Section 26](#)).

6. **Communication** – Information about the CLS Program will be communicated electronically through the Accepted Student Portal and 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 a valid 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.
7. **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 the 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 or decisions relating to whether to obtain medical treatment.

8. **Health and Medical** – All finalists should 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 Self-Assessment (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. Filling out the Self-Assessment Form, Physician's Form, Mental Health Form, and Specialist Form accurately and completely will expedite the medical review process. The completion of these medical forms is voluntary. However, failure to

complete the medical forms may result in the CLS Program being unable to determine appropriate placement and may preclude your participation in the CLS Program.

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 28](#)).

All medical forms will be reviewed by CLS Program staff at American Councils 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, e.g., test results, prescription records, or medical forms and records, it is the finalist's responsibility to provide timely and complete responses. Any requests by the contracted physician 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 31](#)). The CLS Program recognizes that protecting the confidentiality of a finalist's medical information is extremely important. Your medical information is protected pursuant to applicable federal and state privacy laws and pursuant to CLS's Privacy Policy. Your medical information will be shared only with CLS Program staff in the United States or overseas and medical staff and other medical professionals with a need to know in order to care for you or treat you. Limited medical information may be shared with other CLS Program personnel or U.S. Department of State staff only to the extent that they have a specific need to know the information in order to fulfill their official job-related responsibilities. For information on CLS's policy on medical confidentiality, see the CLS Privacy Policy.

If any medication or treatment is cited as a condition for participation in the program by the medical 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 before departure for program participation. 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 evaluation prior to or during the program.

The CLS Program makes every effort that it can to place and accommodate finalists with disabilities. Please be aware that some requests for accommodation cannot be met in certain host institutions, countries or areas of a country. In certain situations, after completion of the medical review process, the CLS Program may have significant concerns for 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 or location. In other cases, the CLS Program may determine that it cannot place and support a finalist in any location, and may, after careful review, withdraw the CLS award.

Any finalist who has experienced a significant change in physical or mental health after the submission of the required medical forms or during program participation must inform CLS Program staff immediately. Such changes in a finalist's medical condition include, but are not limited to, diagnosis of a new medical condition; recurrence of any previous illness or medical condition; 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 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 significant changes in physical or mental health may result in termination of the award (see [Section 28](#)).

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 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, CLS Program staff, and the U.S. Department of State cannot provide medical guidance on immunizations, and is not responsible for identifying recommended or required immunizations for travel, and the CLS Program does not cover costs associated with immunizations.

Participants who experience medical incidents while participating in the CLS Program may seek the assistance of American Councils, the CLS Program, and CLS Institutes in obtaining treatment or addressing the situation. American Councils, the CLS Program, and CLS Institutes will take reasonable steps to assist participants with medical incidents that occur on program, but participants should recognize that they are not trained medical personnel. In addition, treatment for some conditions may not be available in some countries.

American Councils, the U.S. Department of State, the CLS Program, and CLS Institutes and their employees, agents, and instrumentalities are not liable for any claims, injuries, losses, or debts incurred in connection with treatment for any medical condition, assisting a participant in seeking treatment for any medical condition, the decision to return a participant to the United States as a result of any medical condition, or a participant's decision to return to the United States. Participants agree to cover any costs related to these events, except to the extent covered by the ASPE health benefits as described above.

9. [Accommodation](#) – The CLS Program makes every effort that it can to provide accommodations for finalists and participants with disabilities. Information provided in medical files, as well as accommodation requests, are not considered as part of program selection. However, finalists, and participants are strongly encouraged to inform appropriate staff of potential accommodation requests as early as possible in order to maximize the time available to develop resources, manage logistics, and collaborate with overseas partners, as necessary, in order to address such requests. The program is not required to provide attendants, individually prescribed devices, readers for personal use or study, or other devices or services of a personal nature.

While awareness and understanding of the needs of people with disabilities continue to grow throughout the world, many countries lack accessible infrastructure, services, and laws similar to those supporting people with disabilities in the United States. Therefore, conditions in some countries hosting the CLS Program may limit the CLS Program's ability to meet some accommodation requests, even if these accommodations are provided at the participant's U.S. educational institution. In instances in which accommodations cannot be provided, the CLS Program makes every effort to transfer a participant to an alternate program site.

To request a disability accommodation, finalists must submit the appropriate CLS Program accommodation form(s), including supporting documentation, on the Accepted Student Portal by the stated deadline. Documentation may vary by situation, but may include educational or medical records,

reports and assessments created by health care providers and student disability offices, school psychologists, teachers, or the educational system, including documents that reflect accommodation history. Finalists who are enrolled at an academic institution must include written documentation demonstrating that the accommodation in question is currently provided by the student's home academic institution; this documentation must be provided by the disability services office of the finalist's home institution. If the accommodation in question is not provided by the home academic institution or the finalist is not an enrolled student, the treating physician or the finalist must provide a written request for accommodation. Medical documentation may be required along with the request. Information provided will be handled consistent with the CLS Program's Privacy Policy. The requested accommodation for an individual with a disability will be considered on a case-by-case basis. An accommodation will not be granted if it would fundamentally alter the nature of the study program or result in undue financial and administrative burdens.

If a finalist seeks to have a service animal while on program, in addition to the above-referenced documentation concerning the need for the accommodation, the finalist is responsible for providing all required medical documentation for the animal, including proof that the animal has received all vaccinations as required by U.S. and local law and other travel requirements, and, if needed by the host country, proof of the animal's training and certification. The finalist acknowledges that travel and local law restrictions may require that a service animal be subject to quarantine, additional vaccinations or other special handling. The CLS Program makes no representations about these requirements and cannot be held responsible for such requirements. The participant agrees to release and waive any and all claims against the U.S. Department of State, American Councils, including the American Councils' Board of Trustees, the CLS Program, and CLS Institutes and their employees, agents, and instrumentalities and other institutions or individuals providing services for the CLS Program that may arise out of the accompaniment of the participant by a service animal while on program, including but not limited to claims arising out of any travel or local law requirements, the handling, injury to or the well-being of any animal that accompanies the participant, and any injury caused by or resulting from any service animal.

Non-service animals are not allowed to accompany participants on the CLS Program.

10. **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 to the extent provided under ASPE, 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. Participants are responsible for these non-covered fees and costs.

11. **Non-Competitive Eligibility** – Under Executive Order 13750, CLS Program alumni who successfully complete the program are eligible for 12 months of Non-Competitive 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 on the U.S. Department of State website at <https://alumni.state.gov/highlight/noncompetitive-eligibility-federal-employment>.

12. **Passports and Visas** – Participants are required to travel to the host country on a U.S. passport. The CLS Program staff will advise finalists regarding the requirements and visa application process for the applicable CLS Institute host country. CLS Program and CLS Institute staff will assist finalists in procuring visas, where they are able to do so. However, successfully obtaining a valid visa for travel to a host country, where required, is ultimately the obligation of the finalist.

Visa requirements, including whether visas are required and the process for obtaining a visa, are determined by the host country and vary by host country. 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 of 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, travel history, 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 28](#)). 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 requiring a U.S. 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 28](#)).
- 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.

13. **Travel Policies** –

International Travel: Round-trip travel from a participant's home city in the United States to the overseas CLS Institute 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 round trip based from Washington,

D.C. The CLS Program will make domestic travel arrangements to and from the participant's home city in the United States; because travel arrangements may be linked to international travel arrangements, there may be limits on the extent to which a participant's particular travel request can be accommodated. Participants will be held responsible for all costs incurred as a result of missed, cancelled, or changed travel arrangements caused by participants.

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 or related costs arising from unforeseen travel delays.

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. Participants assume all risks and costs related to independent travel. The CLS Program is not responsible for financial penalties or losses incurred as a result of changes relating to independent travel, and participants will be held responsible for any fees and penalties incurred.

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 [Sections 27 & 28](#)).

14. **Pre-Departure Information** – Finalists are required to read all pre-departure materials provided 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.
15. **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.
16. **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.

There is no uniform overseas living experience. The CLS Program does not discriminate on the basis of race, disability, religion, gender, or ethnic origin, either with respect to participants or host families.

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.

17. **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 at all classes, completion of work assigned as part of the academic program, attendance at all mandatory cultural activities, arrival 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, follow all program policies, 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 (see [Section 27](#)).

18. **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 at all classes and cultural activities is mandatory. Participants who fail to attend program sessions without prior explicit permission of CLS Program staff may be subject to immediate disciplinary action and considered for dismissal from the program (see [Sections 27 & 28](#)).

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:

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

- b. **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 without permission; 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.
- c. **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.
- d. **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.
- e. **Falsification of records and official documents:** Altering documents affecting academic records; forging signatures of authorization or falsifying information on an official academic document.
- f. **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.
- g. **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.

Participants who engage in the above behaviors may be subject to immediate disciplinary action and considered for dismissal from the program (see [Sections 27 & 28](#)).

- 19. **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.

- a. **Pre-Program Requirements:** Finalists must complete all required program forms and an ACTFL OPI language evaluation by the stated deadlines.

- b. **Mid-Program Requirement:** Participants are required to submit a short mid-program evaluation using the provided form by the stated deadline.
- c. **Post-Program Requirements:** All participants are required to (a) complete a post-program evaluation by September 10 and (b) take a post-program ACTFL OPI language evaluation on site before the end of the program, or by September 10, if one cannot be arranged on site before the end of the program.

All 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 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, but the cost is subject to change without further notice.**

Individualized test score data, surveys, and program evaluations will be shared with the U.S. Department of State, American Councils, and CLS Institute 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. This data is stored and shared consistent with the CLS Program's Privacy Policy.

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 virtue of its presentation in aggregate form, this information will be anonymized such that no single student's test scores, program evaluation, or identification will be shared.

By signing these Terms and Conditions of Award, finalists indicate that they understand how test score and program evaluation data will be stored and used (see Privacy Policy).

- 20. **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 the 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, including for disciplinary reasons, may not be eligible for academic credit; partial credit is not given.

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; and CLS instructors must have the ability and capacity to complete the assessment of the participant's work. Participants 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, transcripts can be requested by following the instructions outlined on the Bryn Mawr College website: www.brynmawr.edu/registrar/.

21. [Internet and Media Guidelines](#) – Participants who share their CLS experiences publicly via Internet-based media 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 those of the CLS Program or the U.S. Department of State. Participants must agree to adhere to the CLS Program Internet and Media Guidelines on the Accepted Student Portal as a condition of participation in the CLS Program.
22. [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.

Participants who willfully lose, damage, or destroy program property, or who exercise an unreasonable lack of care regarding program property, may be subject to disciplinary action, including termination of the CLS Program award (see [Sections 27 & 28](#)).

23. [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. **American Councils, the U.S. Department of State and CLS Institutes cannot provide any immunity from local laws or their enforcement, including prosecution, and are unable to provide any defense from prosecution.** Participants are also expected to abide by U.S. law. Any violation of local or U.S. laws may result in the immediate termination of the CLS Program award (see [Sections 27 & 28](#)), and any resulting legal fees or costs will be the responsibility of the participant.
24. [Sexual Harassment Policy](#) – The CLS Program is committed to maintaining high standards of conduct and an environment for participants and staff that is free from sexual harassment. 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 and staff 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 by a participant may include a warning, probation, or a termination of the CLS award (see [Sections 27 & 28](#)).

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 prompt support and assistance, including access to professional medical care and counseling and support (online 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 should 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.

25. **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 [Sections 27 & 28](#)).

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 [Sections 27 & 28](#)).

There are laws or rules restricting smoking in some countries, locations, schools, and host families; participants must honor these restrictions.

26. **Prohibited Activities** – The following activities are prohibited while participating in the CLS Program, and will result in disciplinary action, including possible dismissal from the CLS Program (see [Sections 27 & 28](#)):
- a. **Violation of local or U.S. law** (see [Section 23](#)).
 - b. **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 (see [Section 22](#)).
 - c. **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 (see [Section 17](#)), 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; and
 - 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.
- d. **Culturally insensitive or disrespectful conduct, including, but not limited to, the following:**
- Behavior, including online activity, that impairs current program, diplomatic, or cultural 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; or
 - 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.
- e. **Risky behavior or dangerous activities, including, but not limited to, the following:**
- Engaging in risky behavior or knowingly placing oneself or others in a dangerous situation;
 - Participating in protests, demonstrations, or strikes in the host country; or
 - Engaging in dangerous activities, such as parachuting, skydiving, hang-gliding, bungee jumping, or use of armed weapons 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.
 - Renting, 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.
- f. **Sexual harassment (see [Section 24](#)).**
- g. **Academic misconduct (see [Section 18](#)).**
- h. **Alcohol or drug policy violations (see [Section 25](#)).**
- i. **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.
 - Residential guidelines and/or rules may be established by the CLS Institute or host family including, but not limited to, unauthorized overnight guests, curfews, excessive noise, rowdy

conduct, or intoxication. Violations of residential guidelines or rules are considered CLS Program violations.

- j. **Unauthorized entry to or use of CLS Program facilities or host institution facilities or technology.**
 - k. **Violation of the Travel Policy (see [Section 13](#)).**
 - l. **Unauthorized housing:**
 - Participants are required to stay in program-provided housing, except during 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 (e.g., VRBO or Airbnb) or private house rentals. Participants should stay in hotels or other similar commercial housing accommodations.
 - m. **Violations of Internet and Media Guidelines (see [Section 21](#)).**
 - n. **Engaging in any income-generating activities.**
 - o. **Engaging in any proselytizing activities.**
27. **Disciplinary Measures** – The CLS Program reserves the right to carry out disciplinary measures for inappropriate and prohibited conduct as outlined in this document. 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.

When a CLS staff member receives information about any suspected incident of prohibited activities, violation of CLS Program policies or Terms and Conditions, or other inappropriate behavior involving a participant, the CLS Program staff will take appropriate steps to investigate and to resolve the matter promptly and equitably. Depending on the nature of the incident, investigation may include interviews; review of written materials or recorded information; and any other reasonable steps necessary to investigate the incident. Any investigation may have reasonable limits based upon the length of the program, financial resources, access to information, faculty and staff availability, and U.S. and local law.

In the case of a minor policy infraction, a participant may receive a written warning outlining the nature of the infraction. Two or more minor infractions or major policy violations may result in being placed on probation. A participant placed on probation will receive a written 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 statement, via paper submission or email, to CLS Program staff. CLS Program staff will review the case and provide a written response, which will be the final determination of disciplinary measures for the particular incident. The terms of any probation notice remain in effect during the review period.

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

28. **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

Program staff and American Councils. CLS Program 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 with or without an accommodation; (4) failure to disclose pertinent medical conditions which significantly impact participation on the program; (5) failure to comply with the CLS Program Terms and Conditions of Award; (6) material misrepresentation or omission 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) for U.S. military personnel, failure to receive requisite country, theater, or special area clearance or other relevant approvals to participate in the CLS Program; (9) acts likely to give offense to the host country; (10) violating terms of the host country visa; (11) engaging in a prohibited activity described in Section 26, and/or (12) failure to comply with the terms of probation.

Dismissal for Medical Concerns: A cumulative total of 20 hours, or four consecutive days, missed from the academic program without approval 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 unless approved otherwise, 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 the participant's 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 reevaluation requirement may result in a recommendation for termination of the CLS award. If, after a medical reevaluation, the participant's ability to participate fully in classes and program activities is still impeded and such absences have not been approved, 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.

Procedure for the termination of the CLS award: The CLS Program reserves the right to suspend or terminate a participant's CLS Program participation immediately for severe violations or medical incidents or conditions, including where there is risk to the safety of the participant, CLS Program staff, or others. In certain situations, a participant may be immediately suspended from participation in CLS Program activities, removed from assigned living arrangements, and/or removed from the host country pending a termination determination.

During a suspension, or when immediate termination of the award is otherwise not necessary, (1) the participant will be placed on probation and informed that termination of the award is a possibility, as well as the bases for possible termination; (2) the participant will have a reasonable opportunity to provide relevant information in writing pertaining to the condition, incident, or behavior at issue; (3) American Councils, in consultation with the CLS Institute, will prepare a written statement explaining the reason(s) for the recommendation of termination, with all relevant documents, including the

participant's statement, for review and evaluation by the U.S. Department of State; (4) the U.S. Department of State will inform American Councils of its final determination; (5) American Councils and the CLS Institute will inform the participant in writing of the decision to terminate the award and the reasons therefore.

29. **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).
30. **Result of CLS Program Withdrawal or Termination** – Subject to fulfillment of CLS Program conditions in [Section 17](#), after a decision to withdraw from the program or termination of the CLS award, the participant may be considered as not having received the award and will not receive program certificates, academic credit, or be considered an alumnus or alumna of the CLS Program. Unless otherwise stated, the award will be considered to have ended when the U.S. Department of State has made the decision to terminate the award and this decision has been communicated to the participant.

In the case of a decision to withdraw from the program or a 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 repay immediately 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.

31. **Privacy and Use of Personal Data** – Finalists have already shared (during the application process) and will be required to share some additional personal data before and during the program. The CLS Program shares information about participants under limited circumstances and with appropriate safeguards on privacy as detailed in the full Privacy Policy.
32. **Notifications and Consents** – 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, CLS Program 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, CLS Program 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.

33. **Waiver and Release** – Participants agree to hold harmless and waive any and all claims against the U.S. Department of State, American Councils, including the American Councils' Board of Trustees, the CLS Program, and CLS Institutes and their employees, agents, and instrumentalities and other 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. Such claims include, but are not limited to, (a) claims for personal injury, wrongful death, or property damage and (b) claims arising out of natural disasters, war, terrorism, third-party actions, local infrastructure failings or transportation, and civil disturbances. Insurance coverage for theft, loss, or damage of personal property is not provided by the CLS Program.

Participants agree to release and waive any and all claims against the U.S. Department of State, American Councils, including the American Councils' Board of Trustees, the CLS Program, and CLS Institutes and their employees, agents, and instrumentalities and other institutions or individuals providing services for the CLS Program which may arise out of failure to enter upon or to complete the outlined program, including as a result of termination of a participant's CLS Program award. Participants also agree to release and waive any and all claims against the U.S. Department of State, American Councils or American Councils' Board of Trustees, the CLS Program, and CLS Institutes and their employees, agents, and instrumentalities and other institutions or individuals providing services for the CLS Program which may arise out of dissatisfaction with placement, housing, and other programmatic determinations for the CLS Program.

34. **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, the CLS Program, CLS Institutes 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 them fully. I agree to the expectations, requirements, and releases, consents and waivers laid out in the Terms and Conditions of Award and pledge to meet all expectations and requirements 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, omission of material information, or false answer may be grounds for termination of the CLS award.

Signature

Printed Name

Date

Sexual Harassment Policy

The CLS Program expressly prohibits sexual harassment and sexual violence, which includes sexual abuse, sexual coercion, and stalking, 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 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 person 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 individuals 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, Director, Critical Language Scholarship Program, American Councils for International Education: jowen@americancouncils.org
1828 L St. NW
Suite 1200
Washington, D.C. 20036
+1-202-833-7522

Andrew McCullough, Assistant Director, Critical Language Scholarship Program, American Councils for International Education: amccullough@americancouncils.org
1828 L St. NW
Suite 1200
Washington, D.C. 20036
+1-202-833-7522

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 appropriate support and assistance, including access to professional medical care and online 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 within the United States, 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 United States. 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 during pre-departure orientation about how to seek medical treatment. 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.

Participants who seek to report incidents of harassment or assault to local police should consider local laws, investigatory procedures, and courtroom rules governing such cases, as these may differ significantly from those of the United States 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 possible resources to help you understand local laws and procedures before making a decision to report incidents of harassment or assault to local police.**

Non-Retaliation

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; in the case of retaliation engaged in by participants, such behavior will result in discipline up to and including immediate dismissal from the CLS Program.

Investigating Complaints

Upon receiving a report of sexual assault or harassment, the CLS Program will take appropriate, 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, educational options, 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 identified above.

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 possible resources to help you understand local laws and procedures). The CLS Program will not delay its investigation if criminal charges are filed. However, the investigation may be delayed at the request of criminal investigators while they gather evidence.

Investigation and Resolution

The CLS Program encourages, but does not require, informal resolution when possible. 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. 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.

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. 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 Director will consult with the Review Committee for Higher Education Programs ("review committee") and determine a) whether there was a violation of this policy; and b) the appropriate response.

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.

Appeals

Appeals may be filed in writing to the President of American Councils for International Education at:

1828 L St. NW
Suite 1200
Washington, DC 20036
+1-202-833-7522

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 to: 1) 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.

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 an incident of sexual harassment or sexual violence to a CLS staff member, the CLS Program will take 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.

Records

Records of all complaints will be maintained by the Director for the CLS Program pursuant to the applicable record retention policy. Disciplinary actions will become part of a participant's record and a copy of the final written notification of disciplinary action and the reasons therefore will be provided to the U.S. Department of State.

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. CLS Program staff working with participants are trained on this policy. Those who respond to, investigate, and adjudicate complaints under this policy also receive training. The CLS Program further requires CLS Institutes to train their staff and contractors working with participants overseas.

Agreement

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

Agreed

Student signature: _____ **Date:** _____

Internet and Media Guidelines

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

With the myriad of Internet and other social media platforms available (such as Facebook, Twitter, Instagram, WhatsApp, and Snapchat), 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.

To share your CLS experiences safely on the Internet or through other social media platforms, you are required to comply with the following and acknowledge receipt of this policy:

- **Be clear that you are speaking for yourself.** You must not present your profile and content as representing the U.S. Department of State, or as in any way associated with the U.S. Department of State. You should make clear that the views and information presented are your own and do not represent the CLS Program, the U.S. Department of State, American Councils for International Education, or the CLS hosting institution.
- **Be mindful that you are representing the CLS Program as a participant.** 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.
- **You are personally responsible for your content.** When you participate in social media, we urge you to do so responsibly, exercising sound judgment and common sense. 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 or the people you live and work with can undermine the goals of the program, and in some cases, violate local laws. You should be aware that because you are legally responsible for your postings, you may be subject to liability by third parties if your posts are found defamatory, harassing, or in violation of any other applicable local laws. You may also be liable if you make postings which include confidential or copyrighted information (e.g., music, videos, text) belonging to third parties.
- **You must adhere to the CLS Program Terms and Conditions Policy.** The use or posting of inappropriate, offensive, or culturally-insensitive online comments, photographs, videos, or other content is strictly prohibited in the CLS Program and is subject to disciplinary action (see, [Sections 27 and 28](#)).
- **Follow guidelines for sharing media with CLS Program staff.** Be careful sharing or posting any information that could infringe upon the proprietary, privacy, or personal rights of others, such as taking photographs or videos of others without their permission. If you submit a photograph and/or video to staff of the CLS Program, you must confirm that you have a) secured permission from any individuals pictured and b) informed the individuals pictured that you plan to share the image and/or video footage with CLS Program staff, who may use the image and/or footage 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

Privacy Policy

This Privacy Policy applies to personally-identifiable information, also known as personal data, collected from applicants, alternates, finalists, and participants in the CLS Program and used for the administration of the CLS Program. In this policy, CLS Program institutes in each country are referred to as “our programs.” This Privacy Policy does not apply to programs and services unrelated to the CLS Program.

Information We Collect

We only collect information about you if we have a reason to do so to facilitate the administration of the CLS Program.

Alternates, finalists, and participants of the CLS Program are required to share some personal data with us, including: contact information; education history; personal information and history; demographic information; medical health information; and other information they choose to disclose to program staff or that is necessary for participant placement.

We also ask for personal data about finalists’ parents, legal guardians, and emergency contacts. This may include their names, addresses, email addresses, telephone numbers, and other information.

How and Why We Use Personal Information

It is our practice not to collect personal data unless we need it or intend to use it for the purposes of administering the CLS Program. We use the information we collect to manage our programs and related alumni activities, as well as to fulfill our legal responsibilities to provide monitoring, evaluation and reporting on behalf of our program funders.

We use personal data as mentioned above and for the purposes listed below:

- To communicate with you;
- To facilitate the administration of our programs—for example, to make selection decisions, to facilitate placement of students in individual program sites or with host family and roommate accommodations, and to assist participants with obtaining visas for travel, when necessary;
- To provide support to you before and during our programs; and
- To facilitate CLS Program alumni connections and events.

Legal Bases for Collecting and Using Information

Our use of your personal data is made on the following legal bases:

- The use is necessary for compliance with a legal obligation;
- The use is necessary in order to protect your vital interests or those of another person;
- We have a legitimate interest in using your information, as described below; or
- You have given us your consent.

We rely on several legitimate interests in our use and sharing of your personal data, including:

- Providing and improving our programs;
- Administration of our operations;
- Determining appropriate academic placement, and reporting relating to completion and academic performance of the respective CLS Program and language evaluation;
- Promoting the success of our current and former students;

- Maintaining ongoing relationships with alumni, and helping them to connect with one another;
- Providing opportunities for participation in events;
- Conducting research;
- Understanding how our services are used;
- Ensuring the safety and security of our students, employees and others;
- Meeting reporting requirements set by the federal government;
- Maintaining records;
- Recommending appropriate programs for potential participants;
- Evaluating and selecting participants for our programs;
- Making program, host country and host family placements and accommodations, when applicable;
- Facilitating student travel and arrangements;
- Meeting our obligations and enforcing our legal rights.

How We Share Information

The CLS Program may share student personal data with various American Councils' offices, affiliated organizations, and third-party business partners. Our third-party business partners may include program funders, service providers, foreign partner host universities or language centers, host families, and others located in the United States of America and throughout the world that work with us to deliver our programs and other services. All third-party business partners that we share your personal data with are required to comply with applicable regulations and privacy requirements. We also seek to ensure that our various American Councils' offices, affiliated organizations, and third-party business partners will safeguard and protect the student data we provide. We do not sell or otherwise transmit student personal data to third parties for any purpose other than CLS Program administration.

We share information about students in limited circumstances, using appropriate safeguards for their privacy and taking reasonable steps to minimize the amount or nature of information shared:

- **Funders:** The CLS Program is sponsored by the U.S. Department of State, with funding provided by the U.S. Government and supported in its administration by American Councils for International Education under a cooperative agreement. Personal data collected by American Councils may be provided to the funders of the CLS Program at their request to facilitate their legitimate interest in the administration of the CLS Program.
- **Partners, Employees, and Independent Contractors:** We may disclose information about you to our partners, our employees, and individuals who are our independent contractors that need to know the information in order to help us facilitate our programs or to process the information on our behalf.
- **Third-Party Vendors:** We may share information about you with third-party vendors who need to know certain information about you in order to provide their services to American Councils, or to provide their services to you on our behalf.
- **Legal Requests:** We may disclose information about you in response to a subpoena, court order, or other governmental request. We will strive to limit the scope of information furnished under these circumstances to only that which is necessary to satisfy the specific request and our legal obligations to provide such information.
- **To Protect Rights, Property, and Others:** We may disclose information about you when we believe in good faith, that disclosure is reasonably necessary to protect the property or rights of American Councils, third parties, or the public at large.
- **With Your Consent:** We may share and disclose information with your consent or at your direction. For example, we may share your information with third parties with which you authorize us to do so.

- **Aggregated or De-Identified Information:** We may share information that has been aggregated or reasonably de-identified, so that the information could not reasonably be used to identify you.

Medical and Housing Information

In order to facilitate our programs, the CLS Program may share any information from a student'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.

In order to facilitate the students' placement in host families, the CLS Program shares limited personal data and medical information with prospective hosts, including students' ages, genders, allergies, dietary restrictions, medical conditions that require specific accommodations as determined by the medical review process and CLS Program staff, and other personal information, such as religious affiliation that students choose to provide that would affect placement.

Testing and Program Evaluation Data

All 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 again 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 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.

Educational Records

The CLS Program will share participant student record information including academic progress, general health and well-being, program activities, language assessments, disciplinary actions, and other components of the participant's application or information in the participant's CLS Program file, with third parties including CLS Institutes staff, host families, and other third parties and vendors working with American Councils and the CLS Program to facilitate placement, to arrange housing and medical accommodations, to comply with local laws, regulations and institutional policies, to otherwise administer the CLS Program, and in the case of emergency. The CLS Program will further share this information with Bryn Mawr College.

How Long We Keep Information

We keep the personal data that you share with us for as long as it is necessary for us to provide you with our program services, for as long as it is necessary for us to administer alumni and other outreach activities, and for as long as it is required for us to meet our oversight and reporting requirements and responsibilities. American Councils retains identifying student information for a period consistent with applicable data retention policies.

American Councils also retains a participant's medical records and academic performance within the CLS Program for a period consistent with applicable document retention policies. Personal data may be retained for a longer period of time if necessary to establish and assert any claims or defend against them.

How Data is Maintained and Transmitted

American Councils uses a secure system for collecting, storing, and handling personal data. Such system is used when working with its partner universities, host families, the U.S. Department of State, and other third parties. American Councils transmits personal data by methods that maintain the security of such data. American Councils restricts access to, receipt of, and use of participant personal data to those in need of access to such data to complete specific CLS Program tasks.

Contact Us

If you have any questions or concerns about this policy or our privacy and data security practices, if you want to submit a request, or if you feel that we are not abiding by this Privacy Policy, please contact us immediately, as follows:

Andrew McCullough, Assistant Director, CLS Program
American Councils for International Education

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Washington DC 20036-5136

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