



The U.S. Department of State  
**Critical Language Scholarship Program**  
**2021 Policies Book for Virtual Institutes**

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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.

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 language institutes. Participants advance their language learning through formal online 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. It is critical that the finalists provide complete and accurate information, satisfactorily meet all requirements, including eligibility requirements, and submit all documents necessary for their participation in the program.

Finalists must submit all required documents and forms listed on American Councils' Applicant Information System platform (AIS Forms), including the disability accommodation forms, if needed. Finalists must complete the academic placement requirements specific to their assigned host institution.

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

Documents must be submitted through AIS Forms, to American Councils, or directly to the host institution according to the instructions provided. 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, please complete the appropriate sections on AIS Forms. If you have questions or concerns about disability accommodations, please contact [cls@americancouncils.org](mailto:cls@americancouncils.org).

**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 21](#)).

**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 21](#)).

A scholarship offer may be terminated 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, 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 other 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 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 7](#)).

3. **Confirmation of Interest**– Information submitted by finalists through AIS Forms, including the decision to accept or decline the CLS award, is final.
4. **Right to Alter Placement or Cancel the Program** – The CLS Program reserves the right to alter placement or cancel any virtual institute based on safety and security considerations, availability of funding, capacity of implementing organizations, local or global emergencies, and other factors. In the 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.
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 as it may affect virtual programming.
6. **Communication** – Information about the CLS Program will be communicated electronically through AIS Forms 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. The Virtual Institutes will require the following technical equipment:
  - a. Reliable internet connection.
  - b. Computer or other electronic device to access course website and online materials (a phone alone is not sufficient).
  - c. Speakers and microphone.
  - d. Web camera.

A modest stipend will be issued to participants to offset expenses, and allow for small equipment purchases (see [Section 8](#)).

7. **Accommodation** – The CLS Program makes every effort that it can to provide accommodations for finalists and participants with disabilities. Information provided in disability accommodation files, as well as disability 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.

To request a disability accommodation, finalists must submit the appropriate CLS Program accommodation form(s), including supporting documentation, on AIS Forms by the stated deadline. Documentation, if requested, may vary by situation, but may include educational or medical records, reports and assessments created by health care providers and disability services offices, school psychologists, teachers, or the

educational system, including documents that reflect accommodation history. Finalists who are enrolled at an academic institution may be required to provide documentation demonstrating that the accommodation in question is currently provided by the student's home academic institution. If the accommodation in question is not provided by the home academic institution or the finalist is not an enrolled student, documentation from a medical professional who has diagnosed or treated the condition may be required. 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.

8. **Award Benefits** – The CLS award covers the costs of tuition, textbooks, and other language learning-materials required for the CLS virtual institute. CLS participants receive a stipend to help defray costs related to program participation, including the cost of a reliable internet connection for the duration of the program and equipment needed to fully participate in the program, such as a headset, microphone, and web camera. The stipend may also be used to offset some basic costs of living during the program. Stipend amounts are determined by the U.S. Department of State in consultation with American Councils. CLS Program stipends are not intended to cover costs unassociated with the virtual CLS institute, and are not designed to cover the full cost of living for participants during the program.
9. **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>.
10. **Pre-Program Information** – Finalists are required to read all pre-program 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.
11. **Orientation** – Participants are required to attend a mandatory virtual pre-program orientation in advance of the program start date. Specific dates of the pre-program orientation and further information will be shared at a later date.
12. **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 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 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, 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, fellow participants, and other program affiliates. When participants have their cameras and/or microphones on they should take steps to minimize distractions that could negatively affect others. 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 20](#)).

13. **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 build language skills and develop cultural understanding, 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 20](#) and [21](#)).

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. **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 20](#) and [21](#)).

14. **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 by September 10.

**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 \$60, but the cost is subject to change without further notice.**

Upon successful completion of the program and all requirements by the stated deadlines, 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 (if applicable).

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 may 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).

15. **Academic Credit** – Academic credit is not available for coursework completed on the 2021 CLS Virtual Institutes at this time. If academic credit becomes available at a later date, finalists will be given an opportunity to choose to receive academic credit.

Finalists are advised to work with the study abroad office or office of the registrar at their home institutions to determine if their home institution is able to issue academic credit for the CLS Program. In many cases, it is important to do this before the start of the CLS Program.

16. **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 AIS Forms as a condition of participation in the CLS Program.

17. **Personal and Program Property** – Participants are responsible for safe-guarding stipend funds. Lost or stolen stipend funds, equipment, or other property cannot be replaced by the CLS Program.
18. **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 provided on AIS Forms 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 20](#) and [21](#)).

If a participant reports to CLS Program staff that harassment 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. 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.

19. **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 20](#) and [21](#)):
  - a. **Violation of local or U.S. law.**
  - b. **Violent, abusive, disruptive, inappropriate, or offensive behavior** against others, including but not limited to faculty, staff, participants, language partners, host families, or host country nationals, including:
    - 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.
  - c. **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 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, language partners, fellow participants, and/or members of the host community.
  - d. **Sexual harassment** (see [Section 18](#)).
  - e. **Academic misconduct** (see [Section 13](#)).



- f. **Violations of Internet and Media Guidelines (see [Section 16](#)).**
  - g. **Consumption of alcohol or use of drugs during classes or any program activities, or participation in class or a program activity under the influence of alcohol or drugs.**
  - h. **Engaging in any proselytizing activities in the virtual institutes.**
20. **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. 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 21](#)). All warnings and probation letters will be provided to American Councils and the U.S. Department of State.

21. **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 approvals to participate in the CLS Program; (9) acts likely to give offense to the host country; (10) engaging in a prohibited activity described in [Section 19](#) and/or (11) 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 or participate fully in program activities unless approved otherwise, 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 or program activities 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 evaluation of the participant's ability to fulfill the terms of the program. As part of this evaluation 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 evaluation requirement may result in a recommendation for termination of the CLS award. If, after a medical evaluation, the participant's ability to participate fully in classes and program activities is still impeded and such absences have not been approved, 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.

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.

22. **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 a pro-rated portion of the stipend issued for the program.
23. **Result of CLS Program Withdrawal or Termination**– Subject to fulfillment of CLS Program conditions in [Section 12](#), 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, 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.
24. **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.

25. **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.

26. **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 including theft or loss of data, 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 and other programmatic determinations for the CLS Program.

27. **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](http://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**

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**Date**

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# Sexual Harassment Policy

The CLS Program expressly prohibits sexual harassment in all of its programs. 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, 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. 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.

Examples of sexual harassment include: making sexual propositions or pressuring a program participant for sexual favors, 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 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.

**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 harassment, or who witness or learn of harassment, are urged to inform CLS Program staff. In addition to the designated program officer in Washington, D.C., participants are encouraged to contact the following staff, who have been designated as Coordinators under this policy, at any time, to report harassment:

Jeanette Owen, Director, Critical Language Scholarship Program, American Councils for International Education: [jowen@americancouncils.org](mailto: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](mailto: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 harassment has occurred on the CLS program, or if CLS Program staff otherwise learn of harassment, staff will provide appropriate support 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/>)

These confidential resources will not report information to the CLS Program or U.S. Department of State. More information about confidentiality is provided below.

## 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 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 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, and educational options.

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.

## 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, 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 harassment is often a painful, deeply personal matter. However, CLS staff are not confidential resources. CLS staff must report incidents of sexual 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 harassment. When a student reports an incident of sexual harassment 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 host country or its people can undermine the goals of the program. 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 as part of participation in the virtual institute is strictly prohibited in the CLS Program and is subject to disciplinary action (see [Sections 19](#) and [20](#)).
- **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; and other information they choose to disclose to program staff or that is necessary for participant placement and any requests for disability accommodations.

## 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 and to respond to requests for accommodations, 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 accommodations, when applicable;
- Facilitating program 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.

## **Disability Accommodation Information**

In order to facilitate our programs, the CLS Program may share any information from a student's disability accommodation forms that is necessary to facilitate accommodations.

In order to facilitate the students' participation in the virtual institutes, the CLS Program shares limited personal data with prospective hosts, including students' ages, genders, and conditions that require specific accommodations as determined by CLS Program staff.

## **Testing and Program Evaluation Data**

All CLS Program participants are required to take an Oral Proficiency Interview (OPI) language evaluation, administered by the American Council on the Teaching of Foreign Languages ([ACTFL](#)), upon completion of the institute. In addition, all CLS participants are required to complete mid-program and post-program evaluations.

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 and other third parties and vendors working with American Councils and the CLS Program to facilitate placement, to arrange 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 may 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 accommodation 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, 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:

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Washington DC 20036-5136  
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