

TERMS AND CONDITIONS OF AWARD (U.S. FULBRIGHT SCHOLARS)

Please read carefully the following Terms and Conditions of Award before accepting this grant because they are an inseparable part of the Grant Authorization document to which they are attached. They outline the policies of the Bulgarian Fulbright Commission and supplement the Terms and Conditions issued by the Institute of International Education. All Fulbright award recipients are also subject to the Policies established by the J. William Fulbright Foreign Scholarship Board (FFSB). Benefits under this grant are limited to those described on page 1 plus a minimal health and accident benefits plan for the grantee only. By signing and agreeing to these Terms and Conditions of the Fulbright Scholar Grant, the selected candidate agrees to uphold the policies, guidelines, mission, and principles of the Fulbright Program.

GENERAL TERMS OF GRANT

1. The grantee is responsible for making all travel arrangements in conjunction with the grant. All air travel and all air shipments paid for with United States Government funds must conform to the Fly America Act, which requires that all such travel and shipments be on American Flag Carriers where such service is available. Exceptions may be available under the US-EU "Open Skies" amendment. Grantees will be provided a fixed sum travel allowance as stated in the Grant Authorization, but they must obtain approval from the Bulgarian Fulbright Commission prior to finalizing travel arrangements in order to qualify for it. Failure to obtain this approval may result in a reduction in grant benefits.
2. The grantee is personally responsible for obtaining a passport and any visas that may be required by the countries in which the project will be undertaken or through which the grantee will pass en route to the final destination. The grant does not provide for expenses related to any passport or visa fees. Such expenses must be borne by the grantee without recourse to claim for reimbursement.
3. Grants to lecturers, researchers, and lecturer/researchers are awarded for full-time research and/or teaching. The Commission will discourage grantees from accepting additional employment which might conflict with the purpose of the grant. Should the host country or host institution establish an extended recess or vacation period, grantees are expected to perform other professional duties as agreed upon by the Fulbright Commission.
4. No change of institutional affiliation or approved project may be made without approval of the Fulbright Commission.
5. With approval of the Commission, a grantee may accept invitations for short program visits to other countries provided such visits do not adversely affect the grantee's program. Funding for any such visit, if from a U.S. government source, cannot exceed the cost of travel and per-diem for the visit. The duration and number of such visits should be limited to assure they do not interfere with the purpose for which the grant was awarded.
6. Grantees are required to attend all Commission-organized orientation and training programs conducted for them in the host country or region during the period of their grant.
7. While on a Fulbright Grant, grantees are supervised by and must follow the rules and regulations of the Fulbright Commission in Bulgaria. This includes submitting a final report and other reports required by the Commission or IIE.
8. Grants may not be postponed to a subsequent academic year. Candidates who are not able to accept a grant for the academic year for which it was awarded may reapply in a subsequent competition without prejudice.
9. The grant is contingent upon availability of transportation, stable conditions in the host country, host institution approval and the grant's ability to obtain the necessary visas. Grant dates and funding amounts stated in the grant document are subject to change and are contingent upon a number of factors, including but not limited to: the operating status of the worldwide or country program, guidance from the Bulgarian Fulbright Commission, the host institution's operating status, transportation availability, and U.S. and partner government travel or health advisories, the ability of the grantee to obtain and maintain a visa and medical clearance, and other considerations.

DURATION OF GRANT

1. The grant is issued for a duration specified in the Grant Authorization document. Grant dates and funding amounts stated in the grant document are subject to change and are contingent upon a number of factors, including but not limited to: the

operating status of the worldwide or country program, guidance from the Fulbright Commission, the host institution's operating status, transportation availability, U.S. and partner government travel or health advisories, the ability of the grantee to obtain and maintain a visa and medical clearance, and other considerations.

2. The grantee may submit an application to the Fulbright Commission for a grant extension for a period of up to three months. The Fulbright Commission will provide the required information and application processes to the grantee. Grant extensions are not guaranteed and depend on the grantee's satisfactory progress and the availability of funds.

3. In the event of late arrival, early departure, resignation or termination of grant, an adjustment of the grant benefits will be made by the Commission. Grant duration is established and grant benefits are determined on the basis of half-month intervals. Duration is the time spent in the country of assignment on the authorized program. Eight to twenty days is considered one-half month. Twenty-one to thirty-one days is considered a full month. Monthly stipend funds will not be provided for less than eight days in the host country. If overpaid, the grantee is required to reimburse the Commission within 30 days of receiving notification of the amount due.

4. During recesses or normal vacation periods, the grantee may leave the host country for a period of 14 days including weekends, holidays and travel days, of the total grant duration without deduction in grant benefits if such absence is approved by the appropriate officer of the Commission and by the host institution. Scholars pursuing flex grants are allowed 14 days of personal leave of their total grant length, which includes all segments combined. Grantees are not covered by ASPE during this period. Should it be necessary for the grantee to leave the host country in the case of extraordinary medical or personal emergency, the grantee can either use part or all of the 14 days, and/or take unpaid leave time. If unpaid leave exceeds 14 days, the grant will be suspended. The Commission must be notified as soon as possible with details on the nature of the emergency and the expected period of time the grantee requires leave

GRANT BENEFITS

1. The structure of the grant benefits is described in the Grant Authorization.

2. The initial payment under the grant will include an amount for travel and relocation, and a monthly stipend. This payment will be made no more than one month prior to the beginning date of the grant or as soon thereafter as possible, provided the grantee completes all required forms and notifies the Bulgarian Fulbright Commission of departure itinerary and receipt of long-stay visa. The remaining installments will be paid as described in the Grant Authorization Document.

3. A travel allowance and a supplementary housing allowance will be provided for dependents accompanying grantees for at least 80% of the grant period. For the purpose of determining the amount of the grant the following three classes of accompanying dependents are considered: zero dependents, one dependent, and two or more dependents. Determination of the applicable dependent group is made at the time the grant is awarded but may be revised at any time before the expiration of the grant. A dependent is either (1) a spouse or (2) a relative (child, grandchild, parent or sibling) who is financially dependent on the grantee. If the number of accompanying dependents changes after the grantee signed the grant document, the benefits may be revised at any time before the expiration of the grant to compensate for (1) accompanying dependents not previously included, and (2) dependents born or acquired after such signature.

4. A grantee must report to the Commission all scholarships, fellowships, grants, and salaries from other sources, in dollars or in foreign currency, received by the grantee during or with respect to the period covered by the grantee's grant under the Fulbright Program. Adjustments to the Fulbright grant package may be made if benefits received from other sources duplicate benefits provided by the Fulbright grant.

- a. Any honoraria or other fees received abroad for special guest lectures or similar events during the grant period may be accepted by the grantee, subject to approval by the sponsoring Commission. The grantee should inform the Commission of any such offer.
- b. Grantees invited to lecture or consult in other countries during the grant period may receive travel expenses and per diem, but not honoraria, from the Commission in those countries.

5. Benefits from Other Sources

a. U.S. Government Employees

A grantee on leave without pay from U.S. government employment may receive all benefits normally provided to grantees. If the grantee continues to receive compensation from the employer agency, compensation and benefits under the Fulbright grant may be adjusted accordingly.

b. Veterans

No deduction will be made from grants because of dollar funds received by the grantee as educational benefits under Title 38, United States Code.

c. Sabbatical Leave

No deduction will be made from grants for sabbatical salary. FFSB encourages institutions of higher learning and private foundations and organizations in the United States to pursue a liberal policy with respect to permitting recipients of grants under the Fulbright Program also to retain college or university sabbatical benefits, or dollar grants from private foundation funds during the term of the grant.

d. Federal Retirees

No deduction will be made from grants because of dollar funds received by the grantee as benefits derived from the Civil Service Retirement Act.

6. Grantees will be responsible for determining their individual United States income tax liability resulting from their grant.

7. Grantees are strictly prohibited from fundraising for personal benefit using the Fulbright Program name and/or logo. Subject to prior written approval from the Fulbright Commission, grantees may mention the Fulbright affiliation when soliciting for a third-party charitable or humanitarian cause, but should avoid any impression that the Fulbright Program, the Government of the United States, or any agency representing it has endorsed or approved of the fundraising cause.

HEALTH BENEFITS

1. As part of the Fulbright award, ECA provides limited health and accident benefits. The health benefits plan provided is not all-purpose health insurance; it is subject to specific limitations and grantees are covered only while in the country or countries for which the award is given, and during direct travel time to and from Bulgaria at the beginning and end of the grant period. This coverage is not intended to replace any insurance a participant may already have; instead, its intent is to supplement existing coverage and to ensure that a participant's basic health is protected in a foreign country. Grantees are strongly urged to continue private health insurance and/or obtain additional insurance to cover pre-existing conditions, medical costs that exceed the Department's coverage, or to cover conditions specifically excluded from coverage. Grantees must provide medical insurance for accompanying dependents at their own expense.

2. Neither FFSB, ECA, the cooperating agency, nor the Commission assumes responsibility for any injury, accident, or illness, any loss of personal property, or any other contingency which may befall the grantee or accompanying dependents during, or as a result of, the grantee's stay abroad, travel or other activities related to the grant.

GRANTEE RIGHTS AND RESPONSIBILITIES

1. All recipients of Fulbright academic exchange grants will have full academic and artistic freedom, including freedom to write, publish, and create, and no grant made by the Board may be revoked or diminished on account of the political views expressed by the recipient or on account of any scholarly or artistic activity that would be subject to the protections of academic and artistic freedom normally observed in universities in the United States.

2. The grantee must obey the laws of the host country and of the United States or may be subject to revocation and/or termination of the grant.

3. The grantee must endeavor to fulfill the purpose of the Fulbright program to strengthen ties with other nations by upholding the spirit of mutual understanding and must be sensitive to any act likely to give offense to the host country. Therefore, the grantee must use caution when stating their views on any aspect of the host country to ensure the balance of academic and artistic freedom and promoting mutual understanding, particularly on personal blogs or social media sites.

4. If the grantee shares their Fulbright experiences publicly, including via web based media, the grantee must include a disclaimer acknowledging that it is not an official Department of State publication, and that the views and information presented are their own and do not represent the Fulbright U.S. Scholar Program, ECA, the Commission, or Bulgaria's government or institutions.

5. The grantee is responsible for observing satisfactory academic and professional standards and for maintaining a standard of conduct and integrity which is in keeping with the spirit and intent of the Fulbright Program, and which will contribute positively to the promotion of mutual understanding between the peoples of the United States and those of other countries.

6. A person accepting a Fulbright U.S. Scholar grant is not an official or employee of the U.S. Department of State or other agency of the Government of the United States, or the Fulbright Commission, or of the Bulgarian government.

REVOCATION, TERMINATION OR SUSPENSION OF GRANTS

1. A grant may be revoked, terminated, or suspended. The FFSB and the ECA may revoke, terminate, or suspend a grant and withhold remaining allowances. With the approval of the Commission, a grantee is permitted to resign from a grant if serious and compelling reasons, such as personal illness, death of an immediate member of the family, or other personal situations, make it impossible for a grantee to complete the grant period. The Board recommends that a flexible policy on return travel benefits be followed so that grantees will not be penalized for circumstances beyond their control. For resignation from grant due to early completion of project, Commissions may act at their discretion on requests by grantees for early departure from the host country upon satisfactory completion of their project or assignment. Resignation requests for causes other than those identified above are to be reported by the Commission to the Department for referral to the Board, which will decide on eligibility for return travel.

2. Grounds for revocation, suspension, and termination are listed in FFSB Policy 638, as well as the corresponding procedure. The Commission has authority to recommend that the Board suspend, revoke or terminate the grant held by a grantee who has departed the United States for the host country.

a. Revocation: Revocation expunges all record of the Fulbright grant. After a revocation, the grantee is considered as not having received the grant and will not be considered an alumnus of the Fulbright Program. Only the FFSB can revoke a grant.

b. Suspension: Under suspension, the grant is considered on hold until a decision is made to reinstate, revoke, or terminate the grant. A suspension may occur for the following reasons: if the grantee ceases to carry out the project during the grant period; if the grantee leaves the host country for more than two weeks without the prior authorization of the Commission; a grant may also be suspended if the grantee requests suspension of the grant for personal reasons and the Commission concur.

c. Termination: Termination ends a grant on a stipulated date earlier than the initial grant end date listed on the Grant Authorization Document. Only the FFSB can terminate a grant.

3. Financial Issues Related to Revocation, Suspension, and Termination: If a grant is revoked, suspended, and/or terminated, the disbursement of all allowances and benefits will cease, except for return travel and, in some cases, health benefits, as determined by ECA. Following a revocation, suspension, and/or termination, the grantee may also be required to reimburse or repay the Fulbright Commission for grant allowances, as determined by the FFSB and based upon the Commission recommendations. Nor further claim for disbursement of allowances or benefits will be honored.

TEMPORARY COUNTRY PROGRAM SUSPENSION

The policies of the J. William Fulbright Foreign Scholarship Board authorize ECA to suspend the Fulbright Program if local or international conditions warrant it. Political instability, travel advisories, or safety and security concerns may require the temporary suspension of the Fulbright Program in Bulgaria and may necessitate a delayed grant start date and/or the short- or long-term withdrawal of grantees.

- a. Should the grant be suspended while grantees are in country as a result of safety and security concerns, the Fulbright program will provide funding for early return travel to the United States, plus a fixed transition allowance determined at the time of the program suspension. The Fulbright Program's limited health benefit policy, ASPE, will not be available upon return to the United States. If after the suspension of the Fulbright Program a grantee chooses to remain in Bulgaria and not return to the United States, he/she will be doing so as a private citizen and will be considered Fulbright alumnus/a, not a grantee. If the program is suspended before the grantee's scheduled Fulbright grant start date, the grantee will not be able to begin their research and will not be eligible to receive grant benefits.
- b. Failure to adhere to a program suspension could be considered a violation of the Program Terms and Conditions of the Fulbright U.S. Student Grant and therefore may result in the immediate suspension, termination, and/or revocation of the Fulbright grant.

LIABILITY

Neither the FFSB, ECA, IIE, or the Fulbright Commission will be liable for any claim or claims resulting from a grantee's failure to enter upon or to complete the program outlined in the grant, including without limitation any failure resulting from a revocation, termination, or suspension. Neither the U.S. Department of State, Fulbright Commission, nor IIE has any responsibility, financial or otherwise, in connections with any program other than that specified in these terms and conditions.

CONTINGENCIES

1. Grantees are issued medical clearance for program activities in a particular country or countries based on the information provided to CIES/IIE by their personal physician. The grantee acknowledges that he/she has, in consultation with his/her

personal physician, made an independent judgment of the advisability of travel to and residence in the country or countries listed in the grant document for himself/herself and for any accompanying family members.

2. The grantee hereby agrees to hold harmless anyone or more of the Board, the Department, IIE or the Commission from any responsibility for injury, accident, illness, loss of personal property or other contingencies which may befall the grantee or his or her dependents during or in connection with the grantee's stay abroad under this grant.

3. No one or more of the Board, the Department, CIES, IIE or the Commission will be liable for any claim or claims resulting from a grantee's failure to enter upon or to complete the program outlined in the grant, even though the failure is beyond the grantee's control, including without limitation any failure resulting from a revocation, termination, or suspension.

4. The grantee is expected to satisfy all legitimate debts incurred in the host country.

5. The effectuation of a grant is contingent upon availability of transportation, stable conditions in the host country, and the grantee's ability to obtain a passport and the necessary visas.

Printed Name and Signature of Grantee:

Date: