

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

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 Student 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 are awarded for full-time study or research (for candidates in academic fields), or professional training (for candidates in the creative and performing arts). Grantees may develop extracurricular activities and projects, which benefit the community, but they may not pursue personal projects and studies or undertake remunerative employment during the grant period without prior written approval by the Commission.
4. No change of institutional affiliation or approved project may be made without approval of the Fulbright Commission.
5. While on a Fulbright U.S. Student 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.
6. Grantees are required to attend mandatory Fulbright events (Orientation, Mid-Term and Wrap-Up meetings) conducted for them in Bulgaria.
7. 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.
8. The grant is contingent upon availability of transportation, stable conditions in the host country, host institution approval and the grantee'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 basic grant period for Fulbright student awards to Bulgaria is nine months; for joint awards with Romania and Greece grant duration in Bulgaria is five months. Exceptions to this period may be approved if grantees have good reason to request alternative duration. The Commission is responsible for evaluating requests for such exceptions.

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. The effective period of the grant for which grant benefits are provided is specified in the Grant Authorization. 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. Five to fifteen days is considered one-half month. Sixteen to thirty-one days is considered a full month. Monthly stipend funds will not be provided for less than five 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. All personal travel unrelated to the grant project or research is to be kept to a minimum to honor the full-time nature of grants.

- a. Personal Leave: In recognition of the full-time nature of Fulbright grants, grantees are expected to engage in project-related activities during working days for the duration of their grant. Grantees are permitted a cumulative total of 14 days of personal leave/travel within and outside of Bulgaria, excluding weekends, national and/or religious holidays in Bulgaria. The grantee must obtain prior approval for all personal leave from the Fulbright Commission. Excessive or unapproved personal leave may result in prorating of stipend and disciplinary action (suspension or termination of grant). Grantees are not covered by ECA health and accident benefits plan during travel outside Bulgaria.
- b. Emergency Leave: 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 and the payment schedule is described in the Grant Authorization.

2. The initial payment will include a stipend and an amount for travel/relocation and 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. The final grant payment is conditional upon submission of final report.

4. Benefits from other sources:

- a. Duplicative benefits: The grantee must report to the Fulbright Commission all scholarships, fellowships, grants, or salaries from other sources received during the grant period. The Fulbright Commission may adjust the Fulbright grant if benefits received from other sources duplicate benefits provided by the Fulbright grant.

- b. Honoraria or Other Fees: Any honoraria or other fees received abroad for special 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.
- c. Fundraising: Grantees are strictly prohibited from fundraising for personal benefit using the Fulbright Program name and/or logo. Grantees may not mention the Fulbright affiliation for any in-person, print, and/or electronic communications soliciting supplemental funding to a Fulbright U.S. Student Grant. 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.
- d. Acceptance of Employment: Grantees may not undertake remunerative employment during the grant period without prior written approval by the Fulbright Commission. Grantees who accept remunerative employment without approval by the Fulbright Commission will be considered in violation of the Program Terms and Conditions which may result in the immediate suspension, termination, and/or revocation of the Fulbright grant.

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. Fulbright U.S. Student grantees are private citizens, retaining their rights of personal, intellectual, and artistic freedom as guaranteed by the Constitution of the United States and the laws in Bulgaria. Throughout the Fulbright grant, the grantee will have academic and artistic freedom, including freedom to write, publish, and create.

2. No Fulbright grant may be revoked or diminished on account of the political views expressed by the grantee or on account of scholarly or artistic activity that would be subject to the protections of academic and artistic freedom normally observed in universities in the United States and in Bulgaria.

3. The grantee must obey the laws of Bulgaria and of the United States, or may be subject to revocation and/or termination of the grant.

4. Expressing political, social, religious, or cultural views that are considered offensive to Bulgaria may result in the immediate suspension, termination, and/or revocation of the Fulbright grant.

5. 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 of any act likely to give offense to Bulgaria. Therefore, the grantee must use caution when stating his/her views, particularly on personal blogs or social media sites.

6. If the grantee shares his/her Fulbright experiences publicly, including via web-based media, the grantee must acknowledge that his/hers 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. Student Program or the Department of State or the Fulbright Commission or Bulgaria. If approached for interviews in the Bulgarian media, grantees must inform the Commission. In the case of printed publications, the grantee must send the Commission a copy of any article/ interview before it is published; in the case of live TV or radio interviews, the Commission must be put in touch with the media to make sure they have accurate information about the program.

7. 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 Bulgaria.

8. A person accepting a Fulbright U.S. Student 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.

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.

REVOCAION, TERMINATION OR SUSPENSION OF GRANTS

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. For resignation from grant due to personal reasons, or early completion of project, the grantee must submit to the Commission a letter of request, explaining the need of an early departure. Grantees approved for early departure will not receive payment for unused portions of the grant.

1. Definitions

- a. For the purpose of this section **REVOCAION, TERMINATION OR SUSPENSION OF GRANTS**, a "grantee" is defined as a selected candidate who has signed the grant document (including all terms and conditions thereof) without qualification and has returned a signed copy of same to the corresponding cooperating agency. A candidate who has been selected, but who has not so signed and returned the grant document, is defined as a "selected candidate". In the event a selected candidate fails to sign and return a copy of the grant document within a reasonable time after it is received by the selected candidate, the selection may be withdrawn by the Commission or the cooperating agency by notice of a withdrawal delivered to the selected candidate.

- b. A grant may be revoked, terminated, or suspended. After a revocation, the grantee is considered as not having received the grant and will not be an alumnus or alumna of the Fulbright Program; after a termination, unless otherwise stated, the grant will be considered to have ended when FFSB announces its decision to terminate; and after a suspension, the grant will be considered inoperative until a decision is made to reinstate, revoke or terminate the grant.

2. Authority to Recommend Revocation or Termination:

- a. The Commission has authority to recommend that FFSB revoke or terminate the grant held by a grantee who has departed the United States for Bulgaria.
- b. The cooperating agency has authority to recommend that FFSB revoke or terminate a grant to a grantee who has not yet departed the United States for Bulgaria.

3. Grounds for Revocation or Termination: Grounds for revocation or termination include, but are not limited to:

- a. Violation of any law of the United States or Bulgaria
- b. Any act likely to give offense to Bulgaria because it is contrary to the spirit of mutual understanding
- c. Failure to observe satisfactory academic or professional standards
- d. Physical or mental incapacitation
- e. Engaging in any unauthorized income-producing activity
- f. Failure to comply with the grant's terms and conditions
- g. Material misrepresentation made by any grantee in a grant application form or grant document
- h. Conduct which may have the effect of bringing the Department or the Fulbright Program into disrepute
- i. Violation of the Policies of the J. William Fulbright Foreign Scholarship Board.

FFSB also has authority to terminate a grant on either of the following grounds:

- a. The grantee has exhausted all benefits of health and accident insurance provided to the grantee by ECA in connection with the grant and continued medical treatment would lead to the grantee's becoming a public charge.
- b. The grantee requires such protracted medical treatment that successful completion of the grant is jeopardized. The procedure for any such termination shall be the same as that provided for the termination of grants generally, except that the recommendation for such termination, supported by the corresponding factual information, shall be made by ECA (not a host institution, the Commission, or cooperating agency). In the event any such ground occurs during the period of a grant, it is FFSB's policy that such grant should not be renewed or extended.

4. Financial Issues Related to Revocation, Termination and Suspension

When a grant is suspended, revoked or terminated, disbursement of any allowances and benefits will cease, except for medical benefits that may be authorized under the Department accident and sickness program for exchanges; the grantee will also be required to immediately repay any advances in allowances or benefits disbursed for use in the period of time after the suspension, revocation or termination. Unless otherwise authorized by the FFSB, the Department, or the Commission, no further claim for disbursements of allowances or benefits will be honored. This provision shall not apply to grants which are suspended because conditions in Bulgaria require the departure of grantees for reasons of personal safety.

The Commission will inform the grantee whose grant has been suspended, terminated or revoked of the impact of the FFSB decision on past and future allowances and benefits; the Department, or the Commission will take the necessary measures to implement the Board's decision, and to collect any advances in allowances and benefits that must be repaid.

5. Suspension

The Board, at the recommendation of the Commission may suspend a grant pending the procedure for revocation or termination of the grant, or if the grantee is arrested for, indicted for, charged with, or convicted of commission of a crime, either before or after the grantee's departure from the United States, in accordance with Section Persons Arrested for, Indicted for, Charged with, or Convicted of a Felony or a Misdemeanor above.

A grant may be suspended:

- a. If the grantee ceases to carry out the project during the grant period,
- b. If the grantee leaves Bulgaria for more than two weeks without the prior authorization of the Commission, and
- c. If conditions in Bulgaria require the departure of grantees for reasons of personal safety,

FFSB, ECA or the Commission may suspend a grant pending the procedure for revocation or termination of the grant.

A grant may also be suspended if the grantee requests suspension of the grant for personal reasons and the Commission or cooperating agency concur.

During a period of suspension, the grantee will not receive any allowances or benefits. Unless otherwise authorized by FFSB or the Commission, no claim for such allowances or benefits with respect to a period of suspension will be honored.

LIABILITY

No one or more of FFSB, ECA, the cooperating agency, and 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 effected pursuant to REVOCATION, TERMINATION AND SUSPENSION OF GRANTS above.

CONTINGENCIES

1. Grantees are issued medical clearance for program activities in Bulgaria based on the information provided to the cooperating agency 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 Bulgaria 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, the cooperating agency 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. The grantee is expected to satisfy all legitimate debts incurred in Bulgaria.

4. 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:

