

**ENGLISH LANGUAGE FELLOW PROGRAM
FELLOWSHIP AGREEMENT**

This Fellowship Agreement is made available under the provisions of the Mutual Educational and Cultural Exchange Act of 1961, as amended. This Agreement is between the English Language ("EL") Fellow and Georgetown University, Center for Intercultural Education and Development ("GU/CIED"). GU/CIED has signed a cooperative agreement with the United States Department of State, Bureau of Educational and Cultural Affairs ("ECA") to administer this Fellowship. The EL Fellow is neither an official nor an employee of the United States Government, GU/CIED, or of an agency of the government of the Country of Assignment.

NAME:

ADDRESS: _____

FELLOWSHIP AGREEMENT PERIOD:

COUNTRY OF ASSIGNMENT:

HOST INSTITUTION:

FELLOWSHIP AGREEMENT BENEFITS PROVIDED BY GEORGETOWN UNIVERSITY:

Stipend	\$25,000.00
Living Allowance (see Addendum A, page 2 for detail)	\$
Settling-in Costs	\$
Shipping Allowance	\$ 700.00
Program Activities Allowance (actual costs, not to exceed)	\$ 2,200.00
Pre-Departure Allowance	\$ 700.00
D.C. Pre-Departure Orientation Travel Costs	\$ 400.00
D.C. Pre-Departure Round-trip Ticket	GU/CIED
Round-trip Travel to/from City of Assignment	GU/CIED

NOTE: All tickets for travel (both domestic and international) must be issued by GU/CIED. If the Fellow purchases his/her ticket without prior authorization from GU/CIED, the Fellow forfeits his/her rights to the ticket and/or reimbursement for the ticket.

FELLOWSHIP AGREEMENT CONFIRMED BY: _____

DATE: _____

Irwin Levy, Grants and Contracts Administrator
Georgetown University
Center for Intercultural Education and Development

Please complete and return immediately to: English Language Fellow Program
CIED/Georgetown University
3300 Whitehaven Street, NW, #1000
Washington, DC 20007

I ACCEPT the Fellowship Agreement offered to me and I agree to abide by the conditions of the Agreement as specified in the attached "Terms and Conditions of Fellowship Agreement of the English Language Fellow Program," the receipt of which is hereby acknowledged.

I DECLINE the Fellowship Agreement offered to me.

Fellow Signature

Date

Explanation of certain Benefits set forth on page 1:

- 1- Stipend: The stipend is for the Fellow’s professional services performed while in the Country of Assignment. The stipend is to be used for personal expenses associated with the Fellowship. (Also, see paragraph 2, below.)
- 2- Living Allowance: The amount of the Living Allowance is based on a moderate standard of living in the Country of Assignment. It is not, nor is it meant to be, comparable to United States Embassy staff salaries. The Living Allowance is intended to pay for the cost of reasonable, safe, and modest housing that reflects the standard of living in the Country of Assignment, utilities, food, and local transportation for one person. “Local transportation” is defined as the daily commute from the Fellow’s housing to his/her Host Institution(s). It can also include transportation around the host city to local schools or other organizations (e.g., an American Corner, where the Fellow may perform his/her Fellowship duties). The Living Allowance is not intended to cover the costs for laundry, Internet services, or other personal expenses. Should the Living Allowance prove to be insufficient, the Fellow is expected to cover any additional living expenses from the Stipend.
- 3- Settling-in Costs: These funds are to be used as designated by the United States Embassy Public Affairs Section and the Regional English Language Officer (“PAS/RELO”). Examples of such costs include visas, work permits, real estate agent fees, purchase of household items (bedding, dishes), purchase of a cell phone if requested by PAS/RELO, etc.

In addition to the Fellowship Agreement Benefits set forth on the previous page, the Fellow may receive contributions from other sources (United States Embassy and Host Institution(s)). These contributions, together with the Fellowship Agreement Benefits, are indicated below:

1. Breakdown of Living Allowance from all sources (Addenda A-C):

Housing	\$
Utilities	\$
Food	\$
Local transportation	\$
Total amount of contributions for Living Allowance	\$

ADDENDUM A – Georgetown University contributions for Living Allowance

Housing	\$
Utilities	\$
Food	\$
Local transportation	\$
Total amount of contributions for Living Allowance	\$

ADDENDUM B – United State Embassy contributions for Living Allowance

Total amount of contributions for Living Allowance	\$
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ADDENDUM C – Host Institution(s) contributions for Living Allowance

Total amount of contributions for Living Allowance \$

NOTE 1: The contributions listed in “Addenda B” and “C”, if provided, may be in-kind or in local currency, not in US dollars, and are subject to change.

NOTE 2: Post and Host Contributions are administered in country and not by Georgetown University.

2. ECA ASPE Health Benefit Plan

Covered by ECA

SAMPLE

**TERMS AND CONDITIONS OF FELLOWSHIP AGREEMENT of the
ENGLISH LANGUAGE FELLOW PROGRAM**

The following Terms and Conditions are an integral part of the Fellowship Agreement made pursuant to the English Language (“EL”) Fellow Program. The EL Fellow Program will be administered by Georgetown University’s Center for Intercultural Education and Development (“GU/CIED”), pursuant to a cooperative agreement with the United States Department of State (“DOS”), Bureau of Educational and Cultural Affairs (“ECA”), in coordination with the United States Embassy Public Affairs Section (“PAS”) in the Country of Assignment. The EL Fellow Program Handbook is hereby incorporated as part of this Fellowship Agreement and will be available as a hardcopy and/or at: elf.georgetown.edu/program_documents/pdocs_index.cfm.

1. DUTIES:

- 1.1 a) In fulfillment of this Fellowship Agreement, the Fellow will perform all professional English language teaching Duties required of the Fellow by the academic institution(s) to which the Fellow is assigned (Host Institution(s)), including up to, but not exceeding, 20 classroom/contact hours per week, for which he/she should be assigned at least an additional 10 hours of preparation and paper grading. The Fellow is required to be assigned to a Host Institution throughout his or her Fellowship Agreement Period. A shorter assignment to a Host Institution is only permitted, if approved in writing by ECA and/or GU/CIED.
- b) In addition to teaching regularly scheduled courses, the Fellow may, with the Host Institution's permission, undertake other in-country professional activities as may be determined by the PAS or Regional English Language Officer (“RELO”). These activities may include, but are not limited to, some teacher training, curriculum and materials development, textbook analysis, testing, evaluation, assessment, consultations, mentoring, summer camp or English Club type activities, outreach activities for educational institutions and professionals in the local community, and “English Access Microscholarship” consultation in countries where this program is present. The Fellow may be asked to arrange and coordinate such activities or to cooperate with other Fellows in planning them. These activities may take place at sites other than the assigned Host Institution(s). The Fellow will not undertake administrative Duties for the Host Institution(s) to which he/she is assigned.
- c) Fellow’s Duties are determined by a project description that may change during the Fellowship Agreement Period as the result of decisions by the Host Institution(s) or DOS. Changes to the project description must be communicated by Host Institution(s) or DOS to the Fellow in writing and shared with ECA, GU/CIED, Host Institution(s), and PAS/RELO.
- d) The sum of all Duties, as set forth in the Articles 1.1 a), b) and c) above shall not exceed 40 hours per week.

- 1.2 As a guest faculty member of the Host Institution(s), the Fellow will fulfill all professional obligations to the Host Institution(s), which may include attending staff meetings, thesis advising, maintaining office hours for consultation, and peer evaluation.
- 1.3 With advance approval of PAS/RELO and ECA, the Fellow may accept invitations for short program visits (including professional development events) to other countries, provided such visits do not adversely affect the Fellow's other Duties. Reimbursement provided by PAS/RELO and/or the inviting institution should not exceed the cost of travel, per diem (lodging, meals and incidental expenses consistent with the limits established by United States government travel regulations), and local transportation for the visit. The Fellow is not to accept an honorarium for such program visits or for any other English language related activity performed throughout the duration of the Fellowship Agreement. The duration and number of visits should be limited to assure that there is no interference with the assigned Duties set out in these Terms and Conditions. ECA and GU/CIED must be notified in writing of the timing of any such visits.
- 1.4 The Fellow will receive funds for a Program Activities Allowance ("PAA") to supplement and enhance Fellow's English language activities, as described in Article 3, below. These funds may be used only to fund activities within the Fellow's designated geographical region (Africa, East Asia & Pacific, Europe, Near East and North Africa, South and Central Asia, or Western Hemisphere) and may not be used to fund activities of other Fellows in the EL Fellow Program.

The following are suggested Program Activities:

- a) Development, preparation, and facilitation of conferences, workshops, seminars, lectures, etc.
- b) Travel related to Fellow's Duties
- c) Sending local EFL teachers to local or regional (in/out of country) conferences
- d) Purchase of commercial educational materials such as books, tapes, DVDs, visuals, educational software, magazines, newspapers, photocopies, etc.
- e) Funding of Fellow's Internet/email access
- f) Establishing/enhancing resource centers, American Corners, teacher associations, etc.
- g) Purchase of small equipment and office supplies, such as computer, copier, video/audio tape, paper, toner, etc.

United States TESOL-related fees for conference attendance and membership may not be charged to the PAA.

Fellows, within 4-8 weeks after arrival in country, should work with the designated Point of Contact ("POC") at the United States Embassy (PAS/RELO) to develop a project plan and budget (subject to change) for use of PAA. The plan must be approved by POC and copy sent to GU/CIED before use of PAA funds. Guidance for requesting PAA funds is outlined in Section 3(b). All activities using PAA funds should be completed by the end of the Fellowship Agreement Period.

Upon completion of the Fellowship Agreement Period, the Fellow will work with POC to make arrangements to leave materials and capital equipment purchased with the PAA in

country either at PAS, Host Institution(s), American Corner, libraries, or other resource centers, submitting an inventory of capital equipment together with acknowledgment of receipt of the equipment signed by the recipient(s), with the final report as specified in Section 2.1 (c).

2. REPORTING REQUIREMENTS:

2.1 The Fellow is required to submit to GU/CIED and PAS/RELO the following reports, the guidelines for which are set forth in the "Report Templates" Appendix of the EL Fellow Program Handbook AY 2011-2012:

- a) One preliminary report within thirty (30) days of arrival in the Country of Assignment
- b) One mid-year report by *no later than* January 15, 2012
- c) One final report within sixty (60) days after the end of the Fellowship Agreement Period.

3. PAYMENTS:

3.1 Under the Fellowship Agreement the following payments will be made:

a) For Stipend (except final payment), Living Allowance, Settling-In Costs, Shipping Allowance, Pre-departure Allowance, and D.C. Pre-Departure Orientation Travel Cost:

(i) First Payment

- 20% of the Stipend
- 20% of the Living Allowance (if applicable)
- 100% of the Settling-In Costs (if applicable)
- 100% of the Shipping Allowance
- 100% of the Pre-departure Allowance
- 100% of the D.C. Pre-Departure Orientation Travel Cost (if applicable)

The first payment will be issued within sixty (60) days after the Fellow signs the Fellowship Agreement and provides GU/CIED the required banking/payment documentation and Health Verification Form ("HVF").

(ii) Second Payment

- 20% of the Stipend
- 20% of the Living Allowance (if applicable)

The second payment will be issued on or before October 31, 2011.

(iii) Third Payment

- 20% of the Stipend
- 20% of the Living Allowance (if applicable)

The third payment will be issued on or before December 31, 2011.

(iv) Fourth Payment

- 20% of the Stipend
- 20% of the Living Allowance (if applicable)

The fourth payment will be issued on or before February 28, 2012.

(v) Fifth Payment

- 15% of the Stipend
- 20% of the Living Allowance (if applicable)

The fifth payment will be issued on or before April 30, 2012.

b) For Program Activities Allowance:

Payment of PAA will be issued either after receipt of a written request (e-mail is acceptable) from the Fellow, or after receipt of a reimbursement request (an expense report containing original receipts) from the Fellow. Any request for payment must be received no later than forty-five (45) days prior to the end of the Fellowship Agreement Period; any request for reimbursement must be received no later than sixty (60) days after the end of the Fellowship Agreement Period. To receive payment or reimbursement, Fellow must be in compliance with the conditions set forth in subsection 3.4, below. Fellow may request that payment of this allowance be issued in a single payment or, from time to time, in partial payments; however, any request for an advance allowance payment must be for no less than \$75.

c) Final Payment

- 5% of the Stipend

The final payment will be issued after receipt of the Final Report, including required inventories together with acknowledgments of receipt of purchased capital equipment, pursuant to subsection 2.1 c) above, and expense reports reconciling PAA (subsection 1.4). If the Final Report is not submitted to GU/CIED and PAS/RELO within sixty (60) days after the end of the Fellowship Agreement Period, the final payment will not be issued at any time.

3.2 All payments will be deposited electronically in the Fellow's United States checking account. Payments may be deposited into one single bank account only. Electronic payments will not be made to mutual funds or investment accounts. Only one change in the initial account information provided by the Fellow will be allowed during the Fellowship Agreement Period. GU/CIED must have one-month notification in advance

of any such change. Any change in account information during the Fellowship Agreement Period may result in a delay of payment.

- 3.3 In the first payment, the Fellow will receive 100% of the Shipping Allowance to cover costs for baggage fees and for postage/shipping of personal belongings to and from the Country of Assignment. Receipts for these expenses do not need to be submitted to GU/CIED.
- 3.4 The Fellow will receive the PAA maximum amount in a single payment or in multiple partial payments, as requested by the Fellow. Payments of this Allowance will be issued either after receipt of a written request (e-mail is acceptable) from the Fellow or after receipt of a reimbursement request (an expense report containing original receipts) from the Fellow. Any request for payment must be received no later than forty-five (45) days prior to the end of the Fellowship Agreement Period; any request for reimbursement must be received no later than sixty (60) days after the end of the Fellowship Agreement Period. Any request for an advance allowance payment must be for no less than \$75.

After arrival in the Country of Assignment, the Fellow will work with POC to develop a project plan and a corresponding budget. In order for Fellow to receive any payment of the PAA, the project plan and budget must be approved by POC and then the Fellow must submit a copy of the approved project plan and budget to GU/CIED.

If a partial payment is made, the Fellow shall submit to GU/CIED original receipts for all costs of program activities, with the exception of meals for which no receipts are required, no later than ninety (90) days after the payment is received. No subsequent partial payment shall be made until the previous partial payment has been reconciled.

No later than sixty (60) days after the end of the Fellowship Agreement Period, (or, if the Fellowship Agreement is terminated, no later than sixty (60) days after the termination date), the Fellow shall submit to GU/CIED original receipts for all costs of program activities, and shall refund to GU/CIED any amount of the allowance that cannot be supported with such receipts, with the exception of meals for which no receipts are required. The Fellow will reconcile meal expenses in accordance with limits established by United States Government travel regulations. The Fellow shall use the GU/CIED Expense Report form provided in order to account for these expenses.

- 3.5 In the first payment, the Fellow will receive 100% of the Pre-departure Allowance to cover expenses for visas, medical examination, vaccinations, ground transportation to/from the airport, telephone calls and faxes related to the Fellowship, etc. Receipts for these expenses do not need to be submitted to GU/CIED.

Should the Fellow's pre-departure expenses exceed \$700, Fellow may receive a supplement not exceeding \$200. In order to receive the supplement, Fellow must request it in writing to GU/CIED, and submit photocopies of all the qualifying expenses, showing the total amount expended by the Fellow for all pre-departure expenses.

3.6 In the first payment, the Fellow will receive 100% of the D.C. Pre-Departure Orientation Travel Costs to cover expenses for local ground transportation, baggage fees, some meals during the Pre-Departure Orientation, and incidental expenses, consistent with the limits established by United States Government travel regulations. Receipts for these expenses do not need to be submitted to GU/CIED. If the Fellow will not attend the orientation, he/she will not receive this payment. If the Fellow does receive the payment and does not attend the orientation, he/she shall return the payment for the D.C. Pre-Departure Orientation Travel Costs within thirty (30) days after the end of the orientation.

4. FELLOWSHIP AGREEMENT SCHEDULE:

4.1 **Duration of Fellowship Agreement:** This Fellowship Agreement is for a ten-month period, as indicated on page 1 under “Fellowship Agreement Period”. The Fellow will engage in carrying out the Duties described in Article 1, above (hereinafter, “Duties”), during the entire Fellowship Agreement Period, except as indicated in 4.2 and 4.3.

4.2 **Leave Time:** With the prior written approval of the Host Institution(s) and PAS/RELO, the Fellow may take leave during Host Institution(s) intersessions, providing that all academic activities at the Host Institution(s) are suspended and no other Duties have been scheduled for that time. During intersessions, the Fellow may be asked by PAS/RELO to engage in activities related to the Duties, including, but not limited to, teacher training, curriculum, syllabi, or materials development, peer counseling, test writing, needs analysis, and/or project advising/coordinating.

For special circumstances such as illness or personal emergencies, the Fellow must promptly notify PAS/RELO, Host Institution(s), and GU/CIED of time away. The Fellow may not leave the country, except for an emergency, without the prior written approval from PAS/RELO. Any Fellow leaving the country due to an emergency situation must notify PAS/RELO, Host Institution(s), and GU/CIED within three business days after departure.

4.3 **Absences from Country of Assignment:** Except for emergencies (as discussed in Article 4.2) the Fellow must request advance approval – *in writing* – from the PAS/RELO and from the Host Institution(s) for any proposed absences from the Country of Assignment. Approval of such absences will be at the discretion of PAS/RELO and the Host Institution(s). The Fellow may be given time off to attend the annual TESOL Convention in the United States at his/her own expense with advance approval from PAS/RELO and the Host Institution(s). It is the Fellow’s responsibility to secure in advance any required exit or re-entry visa when taking absence from the Country of Assignment and to notify GU/CIED of the absences.

When away from the Country of Assignment on personal emergencies and leave time, Fellow remains responsible for paying in-country living costs such as rent and utilities. Monthly living allowance may not be used to cover living costs outside of the Country of Assignment.

4.4 **Effect of Early Departure or Ceasing to Perform Duties before the end of the Fellowship Agreement Period:** The Fellow is required to complete the full Fellowship Period. If the Fellow has a need to leave the Country of Assignment before the end of the Fellowship Agreement Period, or to cease performing Duties before the end of the Fellowship Agreement Period, for any reason, the Fellow must notify PAS/RELO and GU/CIED in writing of the timing of the departure, or of the ceasing to perform Duties. In this event, the Fellowship Agreement will be terminated as of the date on which the Fellow ceases to perform the Duties set forth in Article 1.

4.5 If this date is earlier than five (5) days prior to the end of the Fellowship Agreement Period, the amount of the Fellowship's stipend and living allowance will be reduced by a prorated amount based upon the Fellowship Agreement Period, (calculated by number of days). This amount will be deducted from any payments not yet made by GU/CIED, or must be refunded by the Fellow to GU/CIED within thirty (30) days of departure, or thirty (30) days of ceasing to perform Duties, whichever occurs first, if it exceeds the amount of the payments not yet made.

If the Host Institution's academic year closes before the Fellowship Agreement Period ends, PAS/RELO may require the Fellow to undertake other Fellowship-related professional Duties until the end of the Fellowship Agreement Period.

4.6 **Other Payments:** The Fellow may not accept funds from any United States Government agency other than DOS for similar or related work performed during the Fellowship Agreement Period. PAS/RELO must approve any work or other professional activity the Fellow engages in that are not included among the Duties. Work not included in the Duties may be performed only if the Duties are not adversely affected, and it does not violate the laws of the Country of Assignment. In the event that the Fellow is offered an English language related assignment, which PAS/RELO approves in writing, the Fellow is not to accept an honorarium for any such outside assignment throughout the duration of the Fellowship Agreement Period.

4.7 **Pre-Departure Orientation:** Whether a first time Fellow, a renewing Fellow who did not attend the Pre-Departure Orientation the previous year, or a Fellow returning three or more years after the end of his/her previous Fellowship Agreement Period, the Fellow is required to attend a Pre-Departure Orientation in the United States. The Pre-Departure Orientation will take place August 8-11, 2011, in Washington, DC. The Fellow will be provided with an economy round-trip airline ticket from a location within the United States to the Pre-Departure Orientation in Washington, D.C. The Fellow will be provided lodging and some meals during the Pre-Departure Orientation. The Fellow will be given an allowance for any meals not provided, for local ground transportation, baggage fees, and incidental expenses, consistent with the limits established by United States government travel regulations. In the event that a ticket is processed for the Fellow, but the Fellow chooses not to attend the Orientation, the Fellow shall refund to GU/CIED the cost of the ticket and/or any cancellation fees.

4.8 **Post-Arrival Orientation:** Hosting United States Embassies are required to provide a Post-Arrival Orientation for the incoming Fellow. The Fellow attending the Post-Arrival

Orientation as soon as possible upon arrival in the country will submit to GU/CIED an expense report and will be reimbursed for temporary costs of lodging, meals, and incidental expenses, consistent with the limits established by United States government travel regulations. Funds are also available for a Fellow posted outside the capital city who travels directly to his/her assigned destination upon arrival and is required to return to the capital city at a later date for the Post-Arrival Orientation. GU/CIED will reimburse the Fellow for up to two days' cost of lodging, meals, travel, and incidental expenses, consistent with the limits established by United States government travel regulations, but in no event to exceed a total of \$800 (eight hundred USD).

Original receipts must support any request for reimbursement with the exception of meals for which no receipts are required. The Fellow will reconcile meal expenses in accordance with the limits established by United States government travel regulations. To receive this reimbursement, the Fellow must submit to GU/CIED an Expense Report no later than sixty (60) days after the Fellow's arrival in the country.

5. INTERNATIONAL TRANSPORTATION:

- 5.1 Whenever possible, the Fellow will be provided with an economy one-way airline ticket following a commercially reasonable and direct route to the Country of Assignment, and an economy one-way airline ticket following a commercially reasonable and direct route from the Country of Assignment to the United States or home base. If one-way tickets are not possible, the Fellow will be provided with an economy round-trip airline ticket following a commercially reasonable and direct route to the Country of Assignment and return. The Fellow agrees to utilize United States flag air carriers for air transportation (including air transportation of personal effects) funded under this Fellowship Agreement to the extent required by the Fly America Act, 49 U.S.C. 40118, and applicable regulations, including 41 CFR 301-10.131 to 301-10.143. The Fellow may not exchange the ticket provided by the Fellowship Agreement for a flight on a non-United States flag air carrier, unless permitted by applicable law and regulation. The Fellow understands that any transportation costs incurred for travel on a foreign carrier that is not authorized by applicable law or regulation will not be paid or reimbursed.
- 5.2 In the event that a ticket is processed for the Fellow, but the Fellow chooses not to undertake his/her assignment before utilizing the ticket, the Fellow shall refund to GU/CIED the cost of the ticket and/or any cancellation fees.
- 5.3 If the Fellow is provided with a round-trip ticket, the Fellow is entitled to make one free change of date on the return ticket. If the Fellow chooses to make other changes to standard travel arrangements as determined by GU/CIED designated travel agency, any change or additional travel fees will be Fellow's responsibility.
- 5.4 Once tickets are issued, any additional change(s) (e.g., time, date, routing, layover, upgrade, etc.) must be made directly with the airline by the Fellow. If this is not possible, the Fellow must communicate with GU/CIED to arrange the requested change. The Fellow is solely responsible for all costs related to changes; they are not reimbursable by the EL Fellow Program.

6. ACCIDENT AND SICKNESS PROGRAM AND HEALTH CERTIFICATION:

6.1 ECA shall provide the Fellow with minimal accident and sickness health benefit coverage for the duration of the Fellowship Agreement. This health benefit coverage, the Accident and Sickness Program for Exchanges (“ASPE”) Health Benefit Plan, is not an all-purpose health benefit plan and is subject to specific limitations. ASPE is not a health insurance plan. It is recommended that the Fellow either retain his/her current coverage or purchase a medical insurance policy, especially if he/she has a pre-existing condition. The Fellow is covered starting upon departure from the United States to the Country of Assignment, and continuing until return to the United States upon completion of the Fellowship Agreement Period, as follows:

- a) Coverage during travel to and from the Country of Assignment, except that such coverage is valid only when the travel is directly to and from the Country of Assignment (including any allowed layover of up to 24 hours if the travel time by the most direct route exceeds 14 hours), immediately prior to and after completion of the Fellowship Agreement Period;
- b) Coverage while present in the Country of Assignment during the Fellowship Agreement Period; and
- c) Coverage for travel to other countries to conduct English language programs when such activity is approved in advance, in writing, by PAS/RELO.

The Fellow is not covered for personal travel to other countries.

The coverage is not intended to replace any insurance the Fellow may already have; rather, its intent is to supplement existing coverage. The Fellow is advised to obtain (or retain existing) comprehensive medical insurance for himself/herself and accompanying dependents. Information about ASPE Health Benefit Plan is available at www.usdos.sevencorners.com.

6.2 Prior to departure, the Fellow must be examined by a physician and obtain a certificate stating that, in the physician’s opinion, the Fellow has no extenuating conditions that would preclude residing in the Country of Assignment and can perform the Duties of the Fellow. The examination must be conducted by a doctor licensed to practice medicine in the United States or, in the case of a renewing Fellow or a Fellow-designate residing overseas, by a United States Embassy-recommended doctor. The physician must complete and sign the Health Verification Form (“HVF”) supplied by GU/CIED. The Fellow must assure GU/CIED receives the HVF within 30 days of the signing of the Fellowship Agreement or risk the Fellowship Agreement being terminated. The Fellow is further required to provide any health documentation required by local authorities of the Country of Assignment. All immunizations and inoculations, whether required or recommended by the Country of Assignment, are the Fellow’s responsibility and are not included in or reimbursable by the ASPE Health Benefit Plan. All costs associated with these services are covered by the Pre-departure Allowance.

7. LIABILITY:

- 7.1 The Fellow is *not* an official or employee of the United States Government, GU/CIED or of an agency of the government of the Country of Assignment. The Fellow agrees to fulfill the Periods and Conditions of the Fellowship Agreement, as specifically stated in these Terms and Conditions and any attachments hereto. The Fellow understands and agrees that, except as specifically provided for herein, the United States Government, GU/CIED, and Host Institution(s) have no obligation to compensate, finance, or reimburse him/her or his/her heirs or assigns, for any activities performed under or expenses related to the EL Fellow Program.
- 7.2 The Fellow shall hold and save DOS, GU/CIED, and their officers, agents and employees harmless from all liability of any nature or kind, including costs and expenses, for or on account of any or all suits for damages sustained by any person(s) or property by virtue of performance of the Fellowship Agreement and the activities of the Fellow and any dependents (spouse, child, grandchild, parent, or sibling). The Fellow agrees to assume full responsibility for all medical expenses that are not covered under ASPE Health Benefit Plan referenced in subsection 6.1, above, and provided in the Fellowship Agreement.
- 7.3 The Fellow agrees to recognize the guidance and leadership of the local PAS and to maintain a courteous and professional relationship with the Host Institution(s) at all times. The Fellow agrees to fulfill the Duties in a responsible and professional manner. The conduct of the Fellow shall not prejudice the efficient implementation of the EL Fellow Program, embarrass other Fellows, the Host Institution(s), ECA, GU/CIED, or PAS, or in any way be inappropriate, illegal or dangerous to himself/herself or others.
- 7.4 The Fellow agrees that none of the funds provided under this Fellowship Agreement shall be used by the Fellow for lobbying or propaganda which is directed at influencing public policy decisions of the Government of the United States or any State or locality thereof. This provision shall not be construed so as to abridge the right of any Fellow to exercise the same freedom of speech as is protected by the first article of amendment of the United States Constitution, so long as such Fellow does not use funds provided under this Fellowship Agreement in exercising such right.
- 7.5 a) Any and all materials and works created, developed or authored by Fellow in the course of activities undertaken pursuant to this Fellowship (the "Work Product"), and all copyright and other rights of any kind in the Work Product, shall be the exclusive property of GU/CIED. Accordingly, Fellow and GU/CIED agree that all Work Product shall be considered "works made for hire" under United States copyright law (17 U.S.C. §101) to the maximum extent the Work Product may be so treated.

If for any reason any Work Product is not a "work made for hire," Fellow hereby irrevocably assigns, transfers and conveys (now and in the future) to GU/CIED all right, title, and interest, including but not limited to all copyright, patent, trade secret, mask work, trademark and other intellectual property rights, throughout the world, in and to the Work Product. This assignment also includes all renewals, extensions, continuations and reissues of any copyrights, patents and other rights relating to the Work Product. Fellow agrees to execute and procure such documents, including assignments and copyright

registrations, and to take such other actions, as may be requested by GU/CIED to perfect, confirm or protect its rights in the Work Product, with such obligations to survive expiration or termination of the Fellowship.

b) GU/CIED acknowledges and agrees that it intends to place copyright in the Work Product into the public domain and thereby to make the Work Product available to all persons and entities for any and all purposes whatever. To that end, GU/CIED hereby grants to Fellow, and to any and all other persons or entities that wish to use the Work Product, a royalty-free, fully transferable, non-exclusive, irrevocable and unconditional license to use the Work Product:

- i. in all territories worldwide
- ii. for the maximum duration provided by applicable law or treaty (including future time extensions)
- iii. in any current or future medium and for any number of copies
- iv. for any purpose whatever, including without limitation commercial, advertising or promotional purposes.

7.6 By acceptance of this Fellowship Agreement and any assistance (payment) hereunder, the Fellow certifies that he/she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance during the Fellowship Agreement Period.

8. TERMINATION:

8.1 a) Based on the advice of the PAS and/or the Host Institution(s), GU/CIED, after consultation with ECA, may implement the termination of the Fellowship Agreement at any time during the Fellowship Agreement Period or prior to the Fellow's departure for the Country of Assignment. Grounds for termination of the Fellowship Agreement may include, but shall not be limited to, the following:

- i. the Host Institution(s) and/or PAS terminates the project
- ii. the Fellow chooses to abandon his/her Duties before the end of the Fellowship Agreement Period
- iii. the Fellow's unsatisfactory performance of his/her Duties
- iv. the Fellow's failure to observe satisfactory professional ethics
- v. the Fellow's violation of any law of the United States or the Country of Assignment
- vi. the Fellow's violation of the rules and/or policies of the Host Institution(s)
- vii. the Fellow does not respond to requests by GU/CIED and/or by PAS/RELO in a timely manner
- viii. the Fellow refuses to follow directions/guidance from PAS/RELO
- ix. any act of the Fellow likely to give offense to the United States or the Country of Assignment because it is contrary to the spirit of mutual understanding
- x. the Fellow's engaging in any unauthorized income-producing activity
- xi. the Fellow's material misrepresentation made in a Fellowship application form or Fellowship document

- xii. the Fellow's conduct which may have the effect of bringing ECA, PAS, GU/CIED, and/or the Host Institution(s) into disrepute
 - xiii. any act of the Fellow that is inappropriate or dangerous to the Fellow or others
 - xiv. the Fellow's failure to comply with the Fellowship Agreement Terms and Conditions
 - xv. unforeseen acts of war or nature
- b) In the event that the Fellowship Agreement is terminated:
- i. the Fellow's departure from the Country of Assignment and return travel must take place within thirty (30) days of the date of termination. If such departure and travel does not take place within this time period, the Fellow will forfeit any right to a return ticket. If for medical reasons the Fellow is not able to continue duties, the Fellowship will not be terminated until 30 days after the Fellow leaves the Country of Assignment, unless GU/CIED and/or ECA approves another termination date;
 - ii. the amount of the stipend and living allowance will be reduced by a prorated amount (calculated by number of days), unless otherwise provided in these Terms and Conditions. This amount will be deducted from any payments not yet made by GU/CIED, or must be refunded by the Fellow to GU/CIED [within thirty (30) days of the termination date] if it exceeds the amount of the payments already made. If the specific amount is not received within thirty (30) days, GU/CIED will refer the case for collection.
- 8.2 In the event the Host Institution(s) may not be able to utilize the Fellow's Duties, PAS/RELO may request permission from ECA to consider a new Host Institution in the Country of Assignment in which the Fellow can serve under comparable Periods and Conditions until the end of his/her Fellowship Agreement Period. If ECA does not approve this request, or if the Fellow chooses not to accept the new Host Institution, the Fellow will forfeit a pro-rated portion of the stipend and living allowance; if this situation develops prior to the Fellow's departure from the United States, all rights and obligations hereunder shall discontinue.
- 8.3 If unforeseen conditions beyond the control of ECA, PAS, or GU/CIED prohibit the timely and adequate carrying out of the Duties in the Fellow's Country of Assignment, ECA may consider re-assignment of the Fellow to a Host Institution in a new Country of Assignment. Financial terms may be adjusted. If the Fellow chooses not to accept the new Host Institution and new Country of Assignment, the Fellow will forfeit a pro-rated portion of the stipend and living allowance. If the unforeseen conditions develop prior to the Fellow's departure from the United States, and if no mutually acceptable assignment can be arranged, all rights and obligations hereunder shall discontinue.
- 8.4 If the Fellow is unable to complete the Fellowship Agreement Period due to accident or illness, a medical report must be submitted to PAS/RELO in the Country of Assignment and a copy sent to GU/CIED within thirty (30) days of the accident or illness. If the Fellow receives medical clearance, by a United States Embassy-approved physician, to

return to the United States or home base, the Fellow's stipend and living allowance provided by GU/CIED will be discontinued thirty (30) days after the date of the Fellow's departure from the Country of Assignment, or at the end of the Fellowship Agreement Period, whichever occurs first. The Fellow must assure GU/CIED receives a copy of the required medical report or risk the postponement or forfeiture of any payment.

9. EVACUATION:

9.1 **Political Evacuation:** Political evacuation may be ordered or authorized voluntary by DOS.

a) If evacuation is ordered, GU/CIED and the United States Embassy will work with the Fellow to facilitate his/her departure. If possible, GU/CIED will provide the Fellow with an economy class airline ticket on a most direct route (with no stop-overs) to the United States or home base.

If the evacuation order is not lifted within a 30-day waiting period, the termination of this Fellowship will be implemented by GU/CIED in consultation with ECA in writing no more than 30 days from the date of evacuation or the order for evacuation. There is no option for reassignment to another country.

The Fellow is responsible for making dependent(s) travel arrangements (in consultation with PAS and/or Consular Section), as well as for dependent(s) travel costs.

If the Fellow remains by choice in the Country of Assignment, it will be at his/her own risk and expense. The Fellow must sign a waiver with the United States Embassy and the Fellowship will be terminated immediately. The Fellow must inform the United States Embassy's American Citizens Service that his/her status is changing from that of a Fellow to that of an American citizen in-country resident.

b) If evacuation is authorized voluntary, the Fellow is not automatically required to depart. The Fellow is not required to leave, nor is he/she required to stay. The Fellow should consult with PAS/RELO for advice and guidance, and if the Fellow decides to remain, he/she must remain in contact with the PAS/RELO for updates on the situation. If the Fellow wishes to leave, he/she should advise PAS/RELO and GU/CIED immediately. PAS/RELO, in consultation with ECA, will work with GU/CIED to facilitate the departure of the Fellow. If possible, GU/CIED will provide the Fellow with an economy class airline ticket on a most direct route (with no stop-over) to the United States or home base.

If the evacuation authorization is not lifted within a 30-day waiting period, the termination of this Fellowship will be implemented by GU/CIED in consultation with ECA in writing no more than 30 days from the date of the authorization for evacuation. There is no option for reassignment to another country.

If no PAS staff remains in the Country of Assignment to provide support and guidance to the Fellow, ECA will suspend the Fellowship, and GU/CIED will work with the Fellow to facilitate his/her departure.

If the evacuation authorization is not lifted within a 30-day waiting period, the termination of this Fellowship will be implemented by GU/CIED in consultation with ECA in writing no more than 30 days from the date of the authorization for evacuation. There is no option for reassignment to another country. If possible, GU/CIED will provide the Fellow with an economy class plane ticket on a most direct route (with no stop-over) to the United States or home base.

Following ECA's suspension of the program and if the Fellow remains by choice in the Country of Assignment, it will be at his/her risk and expense. The Fellow must sign a waiver with the United States Embassy and the Fellowship will be terminated immediately. The Fellow must inform the United States Embassy's American Citizens Service that his/her status is changing from that of a Fellow to that of an American citizen in-country resident.

- 9.2 **Medical Evacuation:** The need for medical evacuation out of the Fellow's Country of Assignment will be determined by Seven Corners, ECA's ASPE health benefits provider and ECA's ASPE Program Specialist. Together they will determine whether the Fellow's health condition is so severe that it requires a level of care not available in the Country of Assignment, or is clearly life threatening. The Fellow or a competent medical authority (local physician or a United States Embassy-approved medical officer, or an advocate for the Fellow) should contact Seven Corners (COLLECT at 317-818-2867) to explain the need for medical care and why it cannot be provided in the Fellow's Country of Assignment. Seven Corners will contact PAS/RELO to assist in the coordination of the medical evacuation (e.g., liaison work in the transportation of the Fellow to the closest, most suitable medical facility).

10. CONTINGENCIES:

- 10.1 DOS and GU/CIED and their employees, contractors and officials assume no responsibility for loss of personal property or other contingencies which may befall the Fellow or his/her dependents during or in connection with the Fellow's stay abroad under this Fellowship Agreement. The Fellow agrees not to hold such entities and individuals responsible for such losses or other contingencies.
- 10.2 In the event a dependent joins the Fellow during the period of his/her Fellowship Agreement, the Fellow is fully responsible for the dependent. *Under no circumstances will DOS or GU/CIED assume any financial responsibility to cover expenses for dependent travel, living, schooling, health insurance, etc.* In the event a child accompanies the Fellow parent traveling without the other parent, notarized permission to travel from the non-traveling parent must be obtained and submitted to GU/CIED prior to the child's travel.

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The Fellow must ensure that dependents without United States citizenship have proper documentation to enter and exit Country of Assignment in case of emergency or United States Embassy ordered evacuation. GU/CIED is not responsible for helping to evacuate dependents. The Fellow should contact the United States Embassy/Consular Section for assistance and guidance in getting dependents evacuated.

- 10.3 DOS and GU/CIED will not be liable for any claim or claims that may arise from the Fellow's failure to begin or complete his/her Duties under this Fellowship Agreement.
- 10.4 The implementation of this Fellowship Agreement is contingent upon appropriate conditions in the Country of Assignment, as determined by PAS, in consultation with ECA, prior to and throughout the Fellowship Agreement period, as well as the Fellow's ability to obtain a passport and the necessary visa(s).
- 10.5 The Fellow shall satisfy all legitimate debts incurred in the Country of Assignment by him/herself and any dependents, including, but not limited to rent, utilities, telephone, cable, and Internet access.
- 10.6 The Fellow *is fully responsible* for the payment of United States taxes associated with the award of this Fellowship Agreement. The Fellowship includes a service requirement, such as teaching, developing and implementing workshops and seminars, advising others, writing curricula, etc. Consequently, GU/CIED is required to process the Fellowship as payment for services. Payments for these services are reported to the Fellow and to the IRS on IRS Form 1099 MISC (Miscellaneous Income), box 7, "non-employee compensation", and are taxable. Fellow should consult his/her tax advisor and/or the IRS for compliance. Neither ECA nor GU/CIED will provide any tax guidance.
- 10.7 These Terms and Conditions may be amended in writing by GU/CIED, with notice to the Fellow. GU/CIED shall consult with PAS and ECA prior to making any changes or amendments.