



**The U.S. Department of State
Critical Language Scholarship Program
2026 Policies Book**

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The CLS Program is a program of the [U.S. Department of State](#) with funding provided by the U.S. Government and supported in its implementation by [American Councils for International Education](#).

Terms and Conditions of Award

Preface

Congratulations on your selection as a finalist for the U.S. Department of State's Critical Language Scholarship (CLS) Program. **By signing this document, you agree to follow all CLS policies.** Failure to comply may result in disciplinary actions, including removal from the program. These policies protect your health and safety, and outline critical program requirements, expectations, travel logistics, and participation standards. Site-specific policies, such as curfews or dress codes, may also apply.

Celebrating 20 years of excellence, the Critical Language Scholarship (CLS) Program is a funded immersive summer study abroad opportunity for American college and university students to learn languages of strategic importance to the United States' national security and economic prosperity.

1. Eligibility and Pre-Program Requirements

1.1 Eligibility Criteria

Applicants selected for the CLS Program are referred to as "finalists" prior to the program start, and as "participants" or "scholars" during the program. Finalist status is conditional—not a guarantee of participation. To participate, finalists must:

- Submit all required forms by stated deadlines
- Complete medical clearance
- Complete all pre-program orientation activities
- Meet host country/location entry and visa requirements, including but not limited to infectious disease testing, immunizations, and quarantine requirements
- Meet host institution requirements, including but not limited to immunization and quarantine requirements, and academic placement
- Maintain good academic standing
- Be able to travel, enter, and reside legally in the host country on a U.S. passport
- Be able to participate fully in person (with reasonable accommodations if needed)

The CLS award may be rescinded if requirements are not met, or for legal or disciplinary reasons. Finalists must promptly inform American Councils of any changes affecting participation, including contact information, academic standing, medical issues, travel plans, or other circumstances. Falsification or omission of information may result in award revocation and require the return of any stipend issued.

Awards may be terminated if a finalist:

- Fails to meet or maintain eligibility or pre-program requirements
- Misses deadlines for required information
- Engages in behavior that could harm the reputation 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

1.2 Accepting or Declining the Award – The decision to accept or decline the CLS award, submitted through AIS, is final.

1.3 Required Program Tasks— Scholars must complete the following tasks by the specified due dates:

Pre-program:

- Submit all applicable forms in AIS
- Complete a CLS Program medical review and pre-program orientation
- Submit an official transcript
- Complete the pre-program Oral Proficiency Interview (OPI) assessment
- Complete language placement testing
- Complete orientation
- Obtain a visa, if applicable
- Register in the U.S. Department of State's Smart Traveler Enrollment Program (STEP) for the host country or location at <https://mytravel.state.gov/s/step>

On program:

- Complete quarantine requirement, if applicable
- Complete the mid-program evaluation

Post-program:

- Complete the post-program evaluation
- Complete the post-program OPI assessment

Failure to complete required tasks by stated deadlines may result in termination of your award. The CLS Program may modify these requirements at any time.

1.4 Program Changes and Cancellation Policy – The CLS Program may change the program format, location, duration or cancel or curtail any institute due to health, safety, security, funding, capacity, emergencies, or other factors.

Selection as a CLS finalist does not guarantee:

- Participation in a CLS summer institute
- Ability to defer participation to a later year
- Retention of stipend funds if the program is cancelled

If the program is cancelled before the program start date:

- We will attempt to provide an alternate program, location, dates, or online format
- Academic credit may not be available for online programs
- You must return any stipend already issued

If the program is cancelled while in progress, or changed to a hybrid or virtual format:

- You must return to the U.S. on CLS-arranged flights
- You may not extend your stay on the program visa
- Staying in the host country after suspension means you forfeit your return flight and all benefits, including ASPE health coverage
- American Councils may recall or request the return of the stipend, or a portion of it
- Academic credit and alumni status may not be available

1.5 Communication Requirements – CLS Program information is sent electronically through AIS Forms, e-mail, and the online orientation platform. Institute-specific information, program requirements, deadlines, and formal decisions regarding CLS policies and program arrangements will be communicated primarily by e-mail. Finalists may be contacted by phone or text message. Finalists must:

- Keep contact information updated and communicate changes to the CLS Program
- Read all communications thoroughly
- Ensure they can receive messages even if email or internet access is unavailable
- Remain reachable through the local phone number provided by the host institution
- Check email regularly

Emergency contact(s): The CLS Program will contact a participant's emergency contacts if the student is incapacitated, poses a danger to self or others, or cannot make medical decisions. As all participants are over 18, they are expected to communicate directly with family members about medical care, unless they request CLS Program staff assistance. The CLS Program may share emergency contact information with U.S. Embassy or Consular personnel.

2. Program Benefits and Financial Matters

2.1 Award Benefits Overview – CLS Program funding is intended to cover all program-approved costs, including program-provided housing, meals, incidentals, CLS institute activities, international travel between the United States and the host country/location, visa fees, accident and emergency health benefits coverage to the extent provided under ASPE, and tuition.

Stipend: CLS participants receive a stipend to cover incidental costs. Stipend amounts vary by program site and are determined by each CLS Institute in consultation with the U.S. Department of State and American Councils. Participants are responsible for safeguarding stipend funds. Lost or stolen stipend funds will not be replaced.

CLS Program stipends are not intended to cover passport fees (limited funding is available for those who qualify for the passport assistance program), costs associated with completion of the CLS medical forms, independent travel, or costs associated with outside interests. Participants are responsible for these non-covered fees and costs.

Participants must provide accurate banking information for stipend issuance. Inaccurate information will delay payment.

The CLS Award does not cover the cost of any immunizations that may be necessary to travel to a CLS host country/location. All participants must ensure they have all required immunizations to enter the CLS host country/location.

2.2 Limited Health Benefits (ASPE Coverage) – CLS participants are strongly encouraged to maintain their current healthcare coverage during their overseas program. The CLS Program provides supplemental emergency coverage through ASPE (Accident and Sickness Program for Exchanges), including ASPE Assist and Mental Health Services.

ASPE coverage:

- Is active only from U.S. departure to U.S. return. If you decline the return flight provided by the program, ASPE benefits cease on the last day of the program.
- Terminates immediately if you withdraw early, or are dismissed
- Does NOT cover domestic U.S. travel
- May not cover continued treatment in the U.S. for conditions that began overseas

ASPE Assist and Mental Health Services:

- Provides 24/7 remote mental health consultation and referral

- Does not provide on-site mental health counseling

Participants are responsible for all medical bills not covered by personal insurance or ASPE. In rare cases, the CLS Program may make a temporary payment on a participant's behalf, with the understanding that the student will be responsible for repayment, regardless of decisions regarding reimbursement on the part of ASPE or a participant's primary insurer. Neither American Councils nor the U.S. Department of State is responsible for complications or negative outcomes from medical treatment or decisions.

2.3 Academic Credit – Credit for coursework completed on the CLS Program is issued through Bryn Mawr College. Finalists must request or waive academic credit before departure; this decision cannot be changed after the program begins. If a program is cancelled, curtailed or changed to a virtual format, academic credit may not be available.

Participants who request academic credit and complete the program earn two units of undergraduate credit (typically equivalent to four semester hours per unit). Participants must achieve passing grades in their courses to earn academic credit. Partial credit is not offered. Transcripts typically become available in late fall.

Early Departure: Early departure, including for disciplinary or health reasons, may make participants ineligible for academic credit. Incomplete grades and partial credit are not offered for the CLS Program. In some cases, academic credit may be awarded if CLS staff and the U.S. Department of State approve the reason; the participant attended at least 87% of the institute; all required work is completed within three weeks of the program's end date; instructors have the ability and capacity to assess the work; the student achieves passing grades.

Credit Transfer: Not all institutions may accept academic credit issued for participation in the CLS Program. Finalists should consult their study abroad office or registrar before the program to confirm credit transfer procedures. Costs imposed by a home institution to transfer credit are not covered by the CLS Program.

Appeals: Final grades may be appealed if the participant can demonstrate that an inappropriate grade was assigned as a result of discrimination, unfairness, or other improper conditions. To appeal a final grade, program participants must submit a written request to their Program Officer or to cls@americancouncils.org by December 31 of the year the program was conducted; appeal requests after December 31 will not be accepted. Appeal request should include: 1) participant's name, 2) program language and location, 3) year, 4) course name, and 5) the reason(s) for contesting the grade. The request should also include any supporting documentation deemed relevant to the appeal.

Appeals will not be considered for participants who have violated CLS Terms and Conditions or have outstanding program requirements, including but not limited to payment, evaluations, and testing.

2.4 Non-Deferral Policy – The scholarship cannot be deferred.

2.5 Tax Responsibility – Some award monies may be taxable. The U.S. Department of State, American Councils, the CLS Program, or CLS host institutions 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 (<http://www.irs.gov>) or call 1-800-TAX-FORM (1-800-829-3676).

2.6 Financial Consequences of Withdrawal or Termination – Participants who withdraw after signing the Terms and Conditions or have their award terminated may be required to repay some or all award costs, including travel, tuition, stipends, housing and meals. See [Section 7](#).

3. Health and Medical Requirements

3.1 Medical Clearance Process

All finalists must complete the required CLS Medical Forms and have them reviewed by a licensed physician (M.D. or D.O.), licensed Physician's Assistant (P.A.), or licensed Nurse Practitioner (N.P.).

Finalists must upload the following required forms to AIS by stated deadlines:

- **Part 1:** Self-Assessment
- **Part 2:** Physician's Form (completed by M.D., D.O., P.A., or N.P.)
- **Part 3:** The Mental Health Form (required if you have received mental health treatment in the past 5 years)
- **Part 4:** Specialist Form (if applicable)

Mental health treatment history: Participants who have been treated by mental health professionals in the past 5 years must complete Part 3 and may be required to provide a plan for maintaining mental health during the CLS Program, including ongoing counseling or other mental health services.

Medical Review Process:

- CLS staff and a contracted medical professional will review your forms
- Participants must be medically cleared by both your own medical provider and the CLS contracted medical professional to participate
- Complete all forms accurately and thoroughly to expedite the review process
- Participants must provide timely and complete responses if more information is needed
- While completing medical forms is voluntary, failure to complete them may prevent the CLS Program from determining appropriate placement and may preclude participation
- Omitting or falsifying medical information may result in revocation or termination of the CLS award at any time

3.2 Medication and Treatment Requirements

- Participants must adhere to any medication or treatment required by their medical provider as a condition for participation.
- Finalists must be stable on a course of medication or treatment before departure.
- If a participant needs to adjust the medication or treatment plan prior to or while on program, they must notify CLS Program staff immediately.
- The CLS Program may require the finalist to undergo an additional medical evaluation prior to or during the program.

Review the [Informed Consent and Assumption of Risk](#) section regarding important considerations for taking medication and receiving treatment abroad. Some locations may not have facilities for emergency or chronic medical conditions. If the CLS Program has concerns about a participant's safety and well-being in a program site, it may transfer the participant to another location, or, if necessary, withdraw the award.

Participants must bring enough medication to last for the entire CLS Program. It can be difficult or impossible to obtain prescriptions while overseas. Medications that are easily obtainable in the U.S. may be unavailable abroad, including medication for allergic reactions, asthma attacks, etc. Participants must accompany any prescription medication brought with them abroad with proof that it is prescribed by a doctor.

3.3 Changes in Health Status:

Finalists must immediately inform CLS Program staff of any significant change in physical or mental health after the submission of the required medical forms or during program participation. Such changes include, but are not limited to:

- Diagnosis of a new medical condition
- Recurrence of any previous illness or medical condition
- Hospitalization or urgent outpatient treatment
- Changes in a regular course of medication or beginning a new course of regular medication
- Need for regular or frequent follow-up related to a medical concern

Disclosure of an unreported significant medical condition or previous treatment for any conditions, disorders, or symptoms may require medical confirmation of the finalist's ability to participate, as determined by the CLS Program. **Failure to report significant changes in physical or mental health may result in termination of the award.**

In the event of a significant change in physical or mental health or disclosure of a previously unreported condition during the CLS Program, the CLS Program may require an evaluation by a medical professional to confirm a participant's ability to continue the CLS Program.

3.4 Medical Information Sharing: The CLS Program may share medical information as needed to arrange placement, housing and medical accommodations, or to comply with local laws, regulations, and institutional policies. Participants' medical information is protected by applicable federal and state privacy laws and pursuant to the CLS Privacy Policy. Limited medical information may be shared with CLS Program personnel or U.S. Department of State staff only to the extent that these individuals have a specific need to know the information to fulfill their official responsibilities.

3.5 Allergies and Food Intolerances – CLS participants are responsible for managing allergies and food intolerances. Many allergies common in the U.S. are unfamiliar in other countries.

Participant Responsibilities:

- Discuss with medical provider(s) in advance of departure that many allergies and food intolerances that are common or generally understood in the U.S. are less common or completely unfamiliar in other countries/locations.
- Inform all relevant parties (airlines, restaurant staff, host families, language partners, hosts) of any severe food allergies or food intolerances
- If prescribed an EpiPen for emergency use, carry it at all times throughout the program. Monitor food and avoid allergens

CLS staff will inform local staff of participants' allergies and will make reasonable efforts to accommodate food allergies and train host families and/or roommates. However, participants are ultimately responsible for clarifying severe food allergies or intolerances with anyone preparing or providing food and for monitoring food and avoiding allergens. Special dietary requests may be difficult to accommodate and are not guaranteed. Contact American Councils with questions about dietary restrictions.

3.6 Disability and Medical Accommodations – The CLS Program makes every effort to provide accommodations for finalists and participants with disabilities. Finalists and participants should request accommodations as early as possible to allow time for coordination with overseas partners. 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.

Important Limitations: Many countries lack accessible infrastructure, services, and laws similar to those supporting people with disabilities in the United States. Some accommodations at the participant's U.S. educational institution may not be possible abroad. If accommodations cannot be provided, the CLS Program makes every effort to transfer a participant to an alternate program site. Accommodation requests are considered case-by-case and will not be granted if they fundamentally alter the nature of the study program or result in undue financial and administrative burdens

How to Request Accommodations: Submit the appropriate CLS accommodation form(s) on AIS Forms with supporting documentation by the stated deadline, including:

- If enrolled at an academic institution, participants must include written documentation demonstrating that the accommodation in question is currently provided by the student's home academic institution; this documentation must be provided by the disability services office of the finalist's home institution.
- If not enrolled or the accommodation requested is not provided by your institution, the treating physician or the finalist must provide a written request for accommodation. Medical documentation may be required along with the request.

Additional documentation may be required as part of the review process, including 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. Information provided will be handled consistent with the CLS Program's [Privacy Policy](#).

Participation Requirements – The CLS Program provides reasonable accommodations when those services are documented as part of a disability accommodation certified by the disability services office at the student's home institution.

Participants in the CLS Program must:

- Stay alert and focused for up to several hours at a time during classes, while participating in cultural activities, and when receiving staff instructions
- Attend the pre-program orientation and all daily classes and activities, as dictated by the program schedule and for the duration of the program
- If taking prescription medications, be able to maintain proper dosage without assistance from instructors or others (except in emergency situations)
- Perform necessary self-care, including maintaining adequate nutrition and hydration, dressing appropriately for environmental conditions, maintaining personal hygiene, and managing known medical conditions
- Follow detailed instructions on travel, risk management, and personal care
- Navigate transportation independently between housing and the institute site (up to one hour each way)
- Work effectively as a member of a team despite potentially stressful and difficult conditions. This may require problem solving on an interpersonal or group level as well as a willingness to accept differences
- Contribute to a safe learning environment. No inappropriate verbal or physical behavior toward others, either in person or online, is tolerated for any reason

- Communicate ideas and concerns on an individual and group level

Service animals: Finalists seeking to travel with a service animal must provide:

- Documentation of the need for accommodation
- All required medical records for the animal (including U.S. and local immunizations)
- Proof of training and certification (if required by the host country or airline)

Service animals may face quarantine, additional immunizations, or special handling due to local laws. Some locations may not recognize service animals. The CLS Program cannot influence these requirements and assumes no responsibility. Participants waive all claims against the U.S. Department of State, American Councils (including its Board of Trustees), CLS Institutes and their employees, agents, and other institutions or individuals providing services for the CLS Program for issues related to service animals, including travel restrictions, handling, injury to, or harm caused by the animal.

Non-service animals are not permitted.

3.7 Religious Accommodations – CLS strives to accommodate students with religious needs, but some accommodations (such as access to services, specific housing, or dietary requirements) may not be possible in all host communities. Participants should inform their Program Officer of any needs promptly after acceptance and provide details as requested. Information may be shared with host institutions, families, or peers to support accommodations. Absences for religious reasons must be discussed in advance, and students may need to complete make-up work, alternate assignments, or alternate class hours to meet program requirements.

4. Travel and Logistics

4.1 Passport Requirements – Participants must travel to the program site on a U.S. passport. Travel on an alternate or any other passport, including one issued by the government of the CLS host country/location, is not allowed. Participants may not be under the auspices of a foreign country while participating in CLS.

4.2 Visa Requirements – **Participants must use the visa type specified by CLS Program staff.** CLS will guide and assist with visa applications, but securing a valid visa is the finalist's responsibility. Existing visas secured for other purposes may need to be canceled. Visa requirements and issuance are determined solely by the host country/location, and CLS, the U.S. Department of State, and American Councils are not responsible for changes, denials, interpretations of visa terms or activities that may constitute a visa violation. Factors affecting visa issuance may include medical requirements, eligibility for dual citizenship (including adoption outside of the United States), travel history, country of birth, or parents' origin. **Finalists must immediately inform CLS if they hold or are eligible for dual citizenship or permanent residence in the host country/location, have been refused a visa or entry, or have overstayed a visa or been deported from the CLS host country/location.**

- Pre-Program:** Participation in the CLS Program requires obtaining the appropriate visa before travel; failure to do so may result in termination of the award. American Councils will provide guidance on timelines, required materials, and passport submission for visa processing. Failure to submit correct materials in a timely manner may result in termination of the CLS award (see [Section 7](#)). Those planning international travel before the program must coordinate with CLS staff and the host embassy or consulate to ensure timely visa issuance. Lost or damaged passports or visas that cannot be replaced before departure may make a participant ineligible and result in termination of the award.
- Post-Program:** Participants must return to the U.S. on the group flight at the end of the program and may not extend their stay on the sponsored visa. Participants wishing to remain in the host

country/location after the program must obtain the proper visa and/or registration independently. CLS staff cannot assist with extensions or new visa applications.

4.3 Security and STEP Registration – All participants must register in STEP (Smart Traveler Enrollment Program) at <https://mytravel.state.gov/s/step> prior to program start, submit proof of enrollment, and follow health and safety guidance from the U.S. Embassy/Consulate and CLS Institute. The U.S. Department of State, American Councils, and the CLS Institutes prioritize participant safety and make every reasonable effort to inform participants about health and security risks in host countries and local areas. Review the Informed Consent and Assumption of Risk section for more information (see [Informed Consent and Assumption of Risk](#)).

4.4 Travel Policies – The CLS Program provides round-trip travel from the finalist's U.S. home city to the program site. Individual travel requests may be limited. CLS-arranged travel cannot be used to travel from another country to the U.S. before the program or to travel to another country after the program. If a finalist wishes to travel from a location outside of the U.S., they must arrange and pay for their own transportation to the program site. Visa or entry requirements may restrict this option. All participants must arrive at the program site on the date of the group flight arrival.

Early Arrivals: Must be discussed with the Program Officer and approved in advance. If permitted, the participant is responsible for all related costs including visas costs, registration, housing, and meals. The participant must sign a waiver and provide their itinerary to program staff at least two weeks prior to arrival.

Delayed Arrival: Not permitted. Orientation attendance is mandatory.

Post-Program Travel: Participants must return to the U.S. on CLS-arranged flights. Those who remain forfeit all benefits, including ASPE coverage and visa support, and are responsible for their own return. The participant must sign a waiver and provide their itinerary to program staff at least two weeks prior to departure. If the participant declines the group return flight, they must demonstrate that the alternate travel plan meets all visa and registration requirements. It may not be possible to remain in the program country or location on the visa used for the CLS Program. Participants may not change their program-provided travel arrangements without approval.

Program Cancellation/Suspension: In response to any program disruption or health and safety concern, participants may be required to return to the United States earlier than expected. Participants agree to comply with such directions, if given. Participants must return to the U.S. on CLS-arranged flights. Those who remain forfeit all benefits, including ASPE coverage and visa support, and are responsible for their own return. Participants will be held responsible for all costs incurred as a result of missed, cancelled, or changed travel arrangements caused by participants.

Airline Requirements: All CLS Program-provided air travel must comply with the Fly America Act and airline policies, including health measures. The CLS Program cannot accommodate carrier preferences or compensate for travel delays or lost baggage.

Independent Travel: Participants may not leave the host country/location during the program. All independent travel outside of the host city requires submission of an Independent Travel Form and acknowledgement of receipt by the program. Independent travel is only allowed on designated dates, which may be subject to change on short notice. Participants must return to program housing the evening before program activities resume. Participants must ensure cell phone reception during independent travel and must respond to program staff. Travel to locations cited as high risk in the U.S. Department of State's Travel Advisories (see <https://travel.state.gov/>) is prohibited and may result in award termination.

4.5 Pre-Departure Information and Orientation – Finalists must read all pre-departure materials provided and participate in all required webinars, orientation sessions and meetings before the CLS Program. Finalists must complete an acknowledgement form confirming they have reviewed all pre-program materials. Pre-program orientations will be conducted virtually. Participants must complete all pre-program orientation assignments and sessions. Failure to do so may result in termination of the CLS award. Participants must attend all arrival and in-country orientation sessions. Specific dates and further information will be shared at a later date.

4.6 Living Arrangements – Participants must live in CLS Program-provided housing.

Dependents and Companions: No dependent(s) or companion(s) may accompany a participant during the program. Visitors may not participate in any program activities or live in program-arranged housing.

5. Program Participation Requirements

5.1 Successful Completion – To successfully complete the program and receive alumni benefits (academic credit, OPI score, certificate), participants must:

- Attend at least 87% of all classes
- Attend and participate fully in all required activities (classes, cultural activities, language partner meetings; excursion, group meetings)
- Complete all assignments, and receive passing grades

Virtual attendance is not a substitute for in-person participation except when required to isolate due to communicable illness.

5.2 Additional Requirements – In addition, participants are expected to:

- Adhere to the host institution's language policy
- Follow the Academic Honor Code ([Section 5.3](#))
- Complete all testing, evaluation, and survey requirements ([Section 5.4](#))
- Maintain professional conduct ([Section 6](#))

5.3 Academic Honor Code – Participants must approach all academic work and program requirements, including pre- and post-program testing, with integrity. Participants agree to fully prepare for each class and refrain from engaging in disruptive, offensive, or distracting behavior.

Prohibited behaviors include:

- **Plagiarism:** Submitting material that is in part or whole is not entirely one's own work (including AI-generated content) without proper attribution.
- **Cheating:** Using unauthorized materials during exams; altering and resubmitting graded work without permission; submitting work done by another person as one's own; submitting the same paper for multiple courses without prior instructor approval; facilitating another participant's cheating.
- **Obtaining an unfair advantage:** Stealing or accessing exam materials before authorized; depriving others of library resources; unauthorized collaboration; retaining or using exam materials meant to be returned; obstructing another participant's academic work; or any activity intended to gain an unfair academic advantage.

- **Fabrication:** Falsifying or inventing information, data, or citations; presenting data not collected according to standard guidelines; failing to accurately describe data collection methods.
- **Falsification of records and official documents:** Altering documents affecting academic records, forging signatures of authorization, or falsifying information on an official academic document.
- **Unapproved research:** Conducting research not approved by CLS Program or certified by an IRB; engaging in personal research that detracts from CLS participation; initiating research without CLS staff approval; failing to provide IRB approval for research involving human subjects.
- **Unauthorized access:** Viewing, altering, or releasing computerized academic or administrative records or systems without authorization; interfering with computer systems or information.
- **Recording activities:** Recording classes or program activities is prohibited unless approved as a disability accommodation. Permission is required to record or photograph other participants, language partners, or host family members/roommates.

Violations may result in immediate disciplinary action or dismissal from the program.

5.4 Testing, Evaluation, and Survey Requirements – Finalists are required to complete testing, evaluation and survey requirements as outlined below. The Academic Honor Code applies to all aspects of the program, including OPI testing.

- **Pre-Program Requirements:** Finalists must complete all required program forms and an OPI language evaluation by the stated deadlines.
- **Mid-Program Requirement:** Participants are required to submit a mid-program evaluation using the provided form by the stated deadline.
- **Post-Program Requirements:** All participants are required to (a) complete a post-program evaluation by the date indicated by program staff (but no later than September 10) and (b) take a post-program oral language evaluation by the date indicated by program staff (but no later than 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 OPI exam is \$60, but the cost is subject to change without further notice.**

Individualized test score data, surveys, and program evaluations will be shared with the U.S. Department of State, American Councils, and CLS Institute staff for the purposes of placement, measuring program outcomes, assessing the effectiveness of the CLS Program, basic record keeping, and other needs that may be determined for program administration and/or evaluation. These data are stored and shared in accordance 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.

6. Conduct and Policies

6.1 General Conduct Standards – All participants must:

- Demonstrate respect, cultural sensitivity, and professional conduct at all times
- Follow all CLS Program policies, host institution rules, and staff directives
- Maintain standards of conduct and integrity consistent with the CLS Program's mission
- Comply with all U.S. and host country/location laws

Participants may report concerns about others' conduct to CLS staff. While all reports are taken seriously, staff have limited ability to respond to anonymous or third-party reports. Staff are not obligated to share actions taken with reporters.

Violations of conduct standards may result in disciplinary action, including warning, probation, or immediate dismissal (see [Section 7](#)).

6.2 Legal Compliance – Participants are subject to:

- All host country/location laws, including those specific to foreign citizens
- All U.S. federal and state laws
- All host institution policies and regulations

Participants are responsible for knowing and obeying applicable laws. American Councils, the U.S. Department of State, and CLS Institutes cannot provide immunity, legal defense, or legal advice. Law violations may result in immediate award termination; all legal fees and costs are the participant's responsibility.

Note: National, local, and institutional laws may change at any time. If legal restrictions significantly limit meaningful participation in daily life, the U.S. Department of State may modify program format, relocate the program, or cancel it entirely.

6.3 Harassment Policy – The CLS Program is committed to maintaining high standards of conduct and an environment for participants and staff that is free from harassment. Report any inappropriate conduct involving staff, teachers, host families, language partners, or other participants to your Resident Director, Program Officer, or another CLS staff member. This allows staff to document and address concerns. Do not try to handle harassment yourself or keep it from staff.

Finalists must review and agree to the [CLS Sexual Harassment Policy](#) on AIS forms. Sexual misconduct, including harassment, unwelcome advances, requests for sexual favors, or other sexual conduct (in person or online), is prohibited. Disciplinary actions for sexual harassment may include a warning, probation, or termination of your award.

If you report harassment or sexual assault, or if staff learn of such incidents, CLS staff will provide prompt support, including access to medical care and counseling, as available.

CLS Program staff, including the Resident Director must report incidents to their supervisor or program director and the U.S. Department of State. Review the CLS Sexual Harassment Policy for information on resources that do not require reporting to the CLS Program.

6.4 Alcohol and Drug Policy – Any alcohol or drug infraction is considered a grave violation of policy and will result in immediate disciplinary action, including possible dismissal from the CLS Program.

Alcohol Participants must obey local and U.S. laws regarding alcohol consumption. The CLS Program prohibits the consumption of alcohol by or distribution of alcohol to participants who are not of U.S. and local legal drinking age. Participants of U.S. and local legal drinking age who choose to consume alcohol are expected to do so responsibly and be sensitive to their own safety and local customs and norms. Excessive and/or irresponsible drinking leading to intoxication and behavior that interferes with the program or the rights of others, is

disrespectful to others or to the host culture, and/or compromises the safety of the individual or other participants is subject to immediate disciplinary action and may result in dismissal from the program.

Participants may not use alcohol during CLS Program activities, including, but not limited to, in classes, on program excursions, and on CLS organized transportation.

Drugs Participants may not sell, use, or possess any drugs—including marijuana—that are illegal under U.S. federal law or the laws of the host country/location. Drug possession is often treated severely by local authorities. Any drug-related violation will result in immediate disciplinary action, including possible dismissal from the CLS Program.

Participants should be aware that many CLS host countries criminalize marijuana-derived products (such as CBD), which may carry significant fines or jail time for possession, use, or distribution, even if medically prescribed or purchased legally elsewhere. Participants should not travel with, obtain, or use marijuana or marijuana-derived products during the program. Those with current prescriptions should consult their healthcare provider well before departure to identify alternatives.

Some countries/locations, institutions, and host families have restrictions on smoking or vaping. Participants are required to follow all such rules.

6.5 Prohibited Activities – The following activities are prohibited and will result in disciplinary action, including possible dismissal from the CLS Program:

- a. **Violation of local or U.S. law.**
- b. **Theft, damage, or vandalism** of property, including belongings of others, CLS Institute property, host university property and/or, dormitories, host family accommodations, apartments, program arranged transportation, or facilities used by the program
- c. **Violent, abusive, disruptive, inappropriate, or offensive behavior** toward anyone, including faculty, staff, participants, language partners, host families, roommates, or host country/location nationals including:
 - Physical violence, harm to oneself or others
 - Verbal abuse, bullying, cyberbullying, the use of profanity, derogatory or degrading comments, obscene gestures, or threats
 - Disorderly, disrespectful, disruptive, threatening, or intimidating conduct, including disruptive actions that interfere with the learning environment or impede the ability to carry out program-related activities
- d. **Culturally insensitive or disrespectful conduct, including but not limited to the following:**
 - Behavior or online activity that impairs program, diplomatic, or cultural relations or could have an adverse impact on future relations between the U.S. Department of State, the CLS Program, the host institution, host families, host country/location, program staff, or other partner organizations
 - Behavior or online activity that is considered culturally offensive
 - Initiating inappropriate or offensive conversations, including online
- e. **Risky behavior or dangerous activities, including but not limited to the following:**

- Knowingly placing oneself or others in danger
- Participating in protests, demonstrations, or strikes
- Possessing or using any weapons
- Engaging in perilous activities as defined by the Accident and Sickness Program for Exchanges (ASPE) (e.g. parachuting, skydiving, hang-gliding, bunging jumping, etc. (see ASPE Benefits Guide)
- Renting, driving, or operating motorized vehicles of any kind

f. Harassment.

- g. Fraternization.** Romantic or sexual relationships with CLS staff, faculty, language partners, roommates, or host family members are prohibited during the program. If a romantic or sexual relationship exists between participants and any of these parties prior to the start of the CLS Program, both parties are expected to disclose the relationship prior to the arrival date and must maintain professional decorum during the program

h. Academic misconduct.

i. Alcohol or drug policy violations.

j. Failure to follow site-specific policies, guidelines, directives, timetables, and instructions of CLS Program staff:

- Individual CLS Institutes may provide guidelines for appropriate attire for all or part of a participant's stay in the CLS Program host country/location. Participants are expected to dress appropriately according to local customs.
- Residential guidelines and/or rules may be established by the CLS Institute or host family, including but not limited to unauthorized overnight guests, curfews, excessive noise, rowdy conduct, or intoxication. Violations of residential guidelines or rules are considered CLS Program violations.
- Individual CLS institutes may establish specific rules or guidelines for management of infectious diseases.

k. Unauthorized entry to or use of CLS Program facilities or host institution facilities or technology.

l. Violation of the Travel Policy.

m. Unauthorized housing:

- Participants are required to stay in program housing, except during independent travel outside of the host city. When participants are in the host city they are required to stay in program-provided housing.
- During independent travel, participants may not stay in short-term rentals, including but not limited to online hospitality services (e.g., VRBO or Airbnb) or private house rentals. Participants should stay in hotels or other similar commercial housing accommodations.

n. Violations of Internet and Media Guidelines.

- o. Engaging in any income-generating activities.**
- p. Engaging in any proselytizing activities.**

6.6 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 are expected to abide by U.S. and local laws regarding internet and media use.

6.7 Personal and Program Property – Participants are responsible for safeguarding CLS Program-provided equipment or property, including but not limited to cell phones, textbooks, and housing keys. Lost or stolen equipment or other property cannot be replaced by the CLS Program and must be re-paid or replaced by CLS participants as determined by individual CLS Institutes. Participants may be required to replace or otherwise cover the cost of appliances, furniture, and other items in program housing if they cause damage.

The CLS Program does not provide insurance or reimbursement for participants' personal property if it is damaged, lost, stolen, or destroyed.

Participants who lose, damage, or destroy program property may be subject to disciplinary action, including termination of the CLS Program award.

7. Disciplinary Measures, Separation from Program

7.1 Disciplinary Actions – The CLS Program may take disciplinary action for inappropriate or prohibited conduct. CLS staff will assess the severity of the offense and consult with the U.S. Department of State as appropriate.

When staff receive information about a suspected policy violation or other inappropriate behavior, they will promptly investigate. This may include interviews, review of written or recorded materials, and other reasonable steps. The scope of an investigation may be limited by program length, resources, access to information, staff availability, and applicable U.S. and local laws. Participants may report concerns involving others or encourage those directly involved to report. While all reports are taken seriously, CLS staff have limited ability to act on anonymous or third-party reports.

Minor infractions may result in a written warning. Additional minor infractions or any major violation may lead to probation, outlined in a written notice that includes conditions for continued participation. Participants may contest a warning or probation within 24 hours by submitting a written statement to CLS staff. Staff will review the case and issue a final decision. Probation terms remain in effect during the review.

If a single incident involves multiple violations, or if any violation is deemed significant or severe—including breaches of health and safety requirements—CLS staff may recommend immediate termination of the award to the U.S. Department of State. All warnings and probation letters will be shared with American Councils and the U.S. Department of State.

7.2 Dismissal for Medical Concerns – If a physical or mental health issue prevents a participant from attending classes or fully participating in program activities for a total of 15 hours or four consecutive days, or if the required treatment exceeds what is available in the host location, the CLS Program may recommend termination of the award to the U.S. Department of State.

If a participant wishes to continue in the program despite a condition that limits their participation, the CLS Program, in consultation with the U.S. Department of State, may require a medical reevaluation of the

participant's ability to fulfill the terms of the program. As part of this process, participants may be required to seek additional treatment to remain in the program. Failure to comply may result in a recommendation for termination.

If, after reevaluation, the participant still cannot fully participate, or if adequate care cannot be provided in the host location, the CLS Program may recommend termination of the award.

7.3 Termination Procedures – The U.S. Department of State makes final decisions on award termination, based on recommendations from CLS staff and American Councils. If the program is suspended or canceled, all awards will be terminated and participants must return to the U.S.

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; (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 falsification, misrepresentation or omission made by any participant in a program application form or document; (7) conduct which may have the effect of bringing the U.S. Department of State, American Councils, CLS Institutes, or the CLS Program into disrepute; (8) for U.S. military personnel, failure to receive requisite country, theater, or special area clearance or other relevant approvals to participate in the CLS Program; (9) acts likely to give offense to the host country/location; (10) violating terms of the host country/location visa; (11) engaging in a prohibited activity, (12) failure to comply with the terms of probation; (13) engaging in false, frivolous, or retaliatory charges or reporting as a means of disruption and/or (14) failure to complete post-program requirements.

7.4 Consequences of Termination – The CLS Program may immediately suspend or terminate a participant for severe violations or incidents that pose a safety risk to the participant, staff, or others. In such cases, a participant may be removed from program activities, housing, and/or the program site while a termination decision is pending.

During a suspension, or when immediate termination is not required:

- a. The participant will be placed on probation and informed that termination is possible, along with the reasons.
- b. The participant will have a reasonable opportunity to submit relevant written information regarding the issue.
- c. American Councils, in consultation with the CLS Institute, will prepare a written recommendation for termination, including all supporting documents and the participant's statement, for review by the U.S. Department of State.
- d. The U.S. Department of State will issue a final determination to American Councils.
- e. American Councils and the CLS Institute will notify the participant in writing of the final decision and its rationale.

If an award is terminated, participants may be required to repay some or all award costs, and will not be considered as having successfully completed the program.

7.5 Voluntary Withdrawal – Participants may withdraw from the CLS Program at any time but should weigh this decision carefully. All benefits, including ASPE medical benefits, end on the date of the earliest available flight or your departure from the program site, whichever comes first.

Repayment of Costs Participants who withdraw after signing the Terms and Conditions may be required to repay some or all award costs, including travel, tuition, stipends, housing and meals. American Councils may recall deposited funds.

Alumni status and benefits Participants who withdraw from the program are not considered as having successfully completed the program and do not receive alumni status, certificates of completion, academic credit, or OPI test scores. Participants who withdraw from the program may not complete the program virtually or at a later date.

Departure from Program Site following a Withdrawal - Participants who withdraw must depart on the earliest available, reasonably priced flight arranged by program staff and may be responsible for payment of ticket change fees. Participants who decline the return ticket provided by the program forfeit the ticket with no alternate ticket will be provided.

8. Legal Matters

8.1 Privacy and Use of Personal Data – Finalists have already provided personal information during the application and acceptance process and will be required to submit additional details before and during the program. The CLS Program shares participant information only in limited circumstances and with appropriate privacy safeguards, as outlined in the full [Privacy Policy](#).

In accordance with the CLS Program Privacy Policy, program staff may need to share participants' health information with host institutions, housing providers, government authorities, the U.S. Department of State, or other entities as required by law or for public health purposes. Because overseas authorities and institutions may follow different—and sometimes less restrictive—privacy regulations, the CLS Program may be unable to prevent the release of participants' personal information by those entities.

8.2 Notifications and Consents – Participants authorize the U.S. Department of State, American Councils, and CLS host institutions to use their name, CLS language and level, U.S. college or university, educational level, field of study, and CLS host institution name and location in print, broadcast, and online materials promoting the CLS Program.

Participants consent to having their phone number, mailing address, and email address included in annual notification letters sent to elected representatives—including members of the U.S. Congress, state and territorial governors, and the mayor of the District of Columbia—so these officials may contact participants from their constituencies.

Participants permit the CLS Program and its administrators to anonymously quote or publish excerpts from surveys and program evaluations for purposes such as staff development, partner training, and program promotion.

Participants grant the U.S. Department of State, American Councils, the CLS Program, and CLS Institutes the right to photograph, film, record, reproduce, or otherwise capture their image and voice and to use these materials in the U.S. Department of State's public information activities related to the CLS Program, including promotional activities.

Participants also consent to the use of any photographs or audio/visual materials taken by CLS Program staff for the promotion of the CLS Program or other exchange programs through print, web, or social media. Additionally, participants grant the CLS Program and its administrators a perpetual, worldwide, royalty free, nonexclusive license to use, distribute, reproduce, modify, adapt, and publicly display any materials voluntarily provided to CLS Program staff

8.3 Waiver and Release of Liability – Participants agree to hold harmless and waive all claims against the U.S. Department of State, American Councils (including its Board of Trustees), the CLS Program, CLS Institutes, and their employees, agents, and service providers (hereinafter referred to as the CLS Program and affiliates) for any illness, injury, accident, death, emotional distress, theft, loss or damage of personal property (including data), legal issues, or other contingencies that may occur during the program or while receiving support from this award. This waiver includes, but is not limited to, claims related to personal injury, wrongful death, property damage, natural disasters, war, terrorism, public health emergencies, third-party actions, transportation or infrastructure failures, and civil disturbances. The CLS Program does not provide insurance coverage for theft, loss, or damage of personal property.

The CLS Program makes use of independent businesses such as commercial airlines, hotels, restaurants, transportation companies, and others. Participants must follow the health and safety requirements of these entities. The CLS Program may provide limited resources for personal protective equipment or devices. Participants agree to not hold the U.S. Department of State, American Councils, including the American Councils' Board of Trustees, the CLS Program and affiliates liable for the efficacy of such products, or the actions required by these organizations if participants contract an infectious disease or experience complications related to preventive measures.

Participants agree to release and waive all claims against the U.S. Department of State, American Councils (including its Board of Trustees), the CLS Program and affiliates for any claims arising from a participant's failure to begin or complete the program, including termination of a CLS award or cancellation of the program. Participants also agree to release and waive all claims arising from dissatisfaction with placement, housing, or other programmatic decisions, including any disruption or cancellation of the program.

8.4 Certification and Acceptance – By signing these Terms and Conditions of Award, I acknowledge that I have read and fully understand them. I agree to the expectations, requirements, releases, consents, and waivers outlined in the Terms and Conditions of Award and commit to meeting all program requirements.

I commit to make a good faith effort to complete the program on site. 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.

Certification

I certify that the information provided in all parts of the CLS application and acceptance process is accurate and complete. I understand that any misrepresentation, omission of material information, or false answer may be grounds for termination of the CLS award.

Signature

Printed Name

Date

Informed Consent and Assumption of Risk

Traveling abroad carries health and safety risks, including serious illness, injury, disability, or death. CLS Program participants must make informed decisions about their health by reviewing guidance from the U.S. Department of State and the Centers for Disease Control and Prevention (CDC).

This document outlines potential risks and expectations for safe travel. Note that host locations may issue health guidance that differs from the CDC. Medical care, infrastructure, and safety standards abroad may not meet U.S. standards. While CLS staff will take reasonable precautions, participants may still face serious illness or injury while overseas.

Physical Safety and Infrastructure

Conditions and risks vary by country and community. Stay alert and exercise caution in daily activities and travel. Infrastructure abroad may not meet U.S. safety or regulatory standards. Examples include:

- Railings, balconies, and stairwells may lack proper safeguards
- Fire safety measures and emergency response may differ
- Water and air quality may not be monitored
- Public swimming areas may lack signage or lifeguards
- Pedestrian crossings may be unmarked or ignored; traffic laws may not be enforced
- Medical care may differ significantly from U.S. standards

Participants are responsible for understanding local conditions and taking steps to reduce risk through their own actions.

Medical Care and Responsibilities

CLS staff are not medical professionals and cannot provide medical advice or identify required or recommended immunizations. Consult a physician and review site-specific CDC travel guidance. Compliance with CDC recommendations, including immunizations and health precautions, is strongly encouraged. Participants are responsible for any consequences of failing to follow these guidelines.

The U.S. Department of State, American Councils, the CLS Program, and host institutions do not assess or endorse the qualifications of any physician or medical facility, including those mentioned in program materials. References are for awareness only. Participants are responsible for selecting their own medical care; program staff can assist with access to the facility of their choice.

CLS staff will take reasonable steps to assist with medical incidents during the program, but they are not trained medical personnel. Treatment for some conditions may be unavailable or differ from U.S. standards.

American Councils, the U.S. Department of State, the CLS Program, and affiliated entities are not liable for any claims, injuries, losses, or costs related to medical treatment, assistance in seeking care, or decisions to return to the U.S. Participants agree to cover all related expenses, except as provided under ASPE health benefits.

Public Health – Participants may be subject to testing and quarantine requirements imposed by local health authorities, host institutions, or travel and housing providers—sometimes on short notice. Participants may need to share test results with these entities. In many countries, suspected cases of transmissible disease require mandatory hospital quarantine, often with a minimum stay. Participants cannot leave quarantine until cleared by medical staff. American Councils and the U.S. Department of State cannot alter or override these decisions.

Allergies – Many allergies common in the U.S. may be unfamiliar abroad. Allergen-free environments are not guaranteed, cross-contamination is often poorly understood, and food labeling may be unavailable, incomplete or inaccurate. Host community members may not recognize risks from peanut oil or cross-contamination. Medications for severe allergic reactions, including EpiPens or epinephrine injections, may be unavailable.

Medication – Medications commonly available in the U.S. may be unavailable overseas, including those for allergic reactions, asthma, pain, ADHD, anxiety, depression, or insomnia. Some medications legal in the U.S. may be prohibited in other countries. Participants are responsible for researching any restrictions or prohibitions before travel. Participants should consult their healthcare provider for alternatives if needed. CLS Program staff cannot advise on medication legality.

Mental Health – The CLS Program does not provide counseling services. Access to English-speaking mental health professionals may be very limited or unavailable at program locations. Where providers exist, treatment approaches may differ from U.S. standards, and some medications may be illegal or unavailable. Living overseas and participating in an immersive language and cultural program can be stressful. Finalists should plan for mental health support throughout the program, including:

- ASPE Assist remote counseling services
- Remote access to previous mental health providers
- Resources from their home university or community available remotely during the program

Assumption of Risk

The U.S. Department of State, American Councils (including its Board of Trustees), the CLS Program, CLS Institutes, and their employees, agents, instrumentalities and service providers are not responsible for injuries or damages resulting from health or security risks, third-party actions, or participation in risky or prohibited activities. By joining the CLS Program, participants assume all related risks and liability. Participants agree not to hold the U.S. Department of State, American Councils (including its Board of Trustees), the CLS Program, host institutions, or any affiliated individuals or entities liable for illness or injury during the program.

Agreement

By checking this box, I confirm that I have read and agree to the Informed Consent and Assumption of Risk outlined above. I also agree to take an active role in reducing risk and promoting health and safety before, during, and after the CLS Program.

☐ Agreed

Student signature: _____ **Date:** _____

Sexual Harassment Policy

The CLS Program strictly prohibits sexual harassment and sexual violence—including sexual abuse, coercion, and stalking—in all program settings, including homestays and social activities. This policy applies to all students, staff, and third parties working with CLS participants.

If CLS staff are alerted to possible sexual harassment or violence, they will take appropriate steps to investigate and determine what occurred. If an investigation reveals that a violation of this policy occurred, CLS staff will take prompt and effective steps reasonably calculated to end the harassment, eliminate the hostile environment, and prevent the harassment from recurring.

Definitions

Sexual Harassment: Unwelcome conduct of a sexual nature, including sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical behavior that creates a hostile environment. This includes rape, sexual assault, and sexual exploitation. Conduct is “unwelcome” if not requested and considered undesirable or offensive, regardless of participation or lack of complaint. Harassment can be verbal, written, online, or physical. A single severe incident, especially physical, may create a hostile environment.

Examples include:

- Sexual propositions or pressure for favors
- Touching of a sexual nature
- Sexual graffiti or explicit materials
- Sexual gestures or self-touching in front of others
- Sexual jokes or rumors
- Rating individuals on sexual activity or performance
- Sharing sexual content via email or websites

Sexual Violence: Physical sexual acts against a person’s will or when consent cannot be given (e.g., due to age or incapacitation). This includes rape, sexual assault, sexual battery, sexual abuse, sexual coercion, dating violence, domestic violence, and stalking.

Consent: A voluntary agreement to engage in sexual activity. Consent cannot be given when incapacitated (due to drugs, alcohol, unconsciousness, or disability). Past consent does not imply future consent; silence or lack of resistance does not equal consent. Consent for one person does not imply consent for another. Consent can be withdrawn at any time, and coercion, force, or threats invalidate consent.

Reporting

Participants who experience, witness, or learn of sexual assault or harassment should immediately inform CLS Program staff. Reports can be made to the resident director, local program staff, or the program officer in Washington, D.C., who are available 24/7.

Participants are also encouraged to contact the following staff, who have been designated as Coordinators under this policy:

Designated Coordinators

1. Jeanette Owen, Senior Director, Critical Language Scholarship Program
American Councils for International Education

Email: jowen@americancouncils.org

Phone: +1-202-833-7522

2. Becca AbuRakia-Einhorn, Director, Critical Language Scholarship Program

American Councils for International Education

Email: becca.ae@americancouncils.org

Phone: +1-202-833-7522

All CLS Program staff have a responsibility to report suspected or confirmed incidents of sexual assault or harassment to their supervisor. The Designated Coordinators have responsibility for compliance with this policy.

If participants report to CLS Program staff that a sexual assault or harassment has occurred on the CLS program, or if CLS Program staff otherwise learns of sexual assault or harassment, staff will provide appropriate support and assistance, including access to professional medical care and online or on-site counseling, depending upon availability, as requested by the participant. CLS Program Staff will report the incident to the U.S. Department of State.

Participants may also access the following resources, which are independent of the CLS Program:

- 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/>)
- Suicide & Crisis Lifeline: The 988 Suicide & Crisis Lifeline is a national network of local crisis centers that provides free and confidential emotional support to people in suicidal crisis or emotional distress 24 hours a day, 7 days a week in the United States. The number may not be accessible when calling from outside of the United States but may be accessible when using a Wi-Fi connection or a remote calling service such as Skype. The crisis line is 988 from within the United States.

Contact information for these organizations is also provided to all participants in CLS Program materials and during orientations. These confidential resources will not report information to the CLS Program or U.S. Department of State. More information about confidentiality is provided below.

The CLS Program will provide students with information during orientations about how to seek medical treatment. In the event of a sexual assault, it may be important to obtain immediate medical treatment and to preserve evidence in order to press charges against the assailant.

Participants who seek to report incidents of harassment or assault to local police should consider local laws, investigatory procedures, and courtroom rules governing such cases, as these may differ significantly from those of the United States and in some cases may compound the victim's trauma.

The CLS Program recommends contacting the U.S. Embassy or Consulate in the host country/location to learn about possible resources to help participants understand local laws and procedures before making a decision to report incidents of harassment or assault to local police.

ASPE Assist

As part of the limited medical health benefits, all CLS participants are given access to a virtual mental health resource during their time in the CLS host country called ASPE Assist. ASPE Assist is a mental health consultation

and referral service that operates remotely. It is available 24 hours a day, seven (7) days per week, by a company called The ANVIL Group, in partnership with Seven Corners. ASPE Assist can provide consultation and referral services related to mental health, sexual assault response, violent crime response, and can provide advice to CLS participants when they feel at risk or vulnerable in both urgent and non-urgent situations. Finalists will receive more information about ASPE Assist prior to the start of the CLS Program.

Access to ASPE Assist begins upon departure from the United States and ends upon departure from the host country on group return flight to the United States. If a participant declines the return flight provided by the program, ASPE Assist benefits cease on the last day of the program. If a participant withdraws from the program early or the award is terminated, ASPE Assist benefits cease. ASPE Assist benefits are not provided during domestic travel within the U.S. In the event that an illness or event experienced while on the CLS Program overseas requires a return to the United States, continued treatment in the United States may not be provided by ASPE Assist.

Non-Retaliation

The CLS Program prohibits retaliation against program participants and other members of the CLS community for filing a complaint of discrimination or harassment, for assisting in the filing of a complaint or advocating for another person's rights under this policy, or for participating in an investigation, hearing, proceeding, or the resolution of a complaint. Retaliation includes, but is not limited to, threats, intimidation, coercion, and adverse actions in relation to evaluation or program participation. The CLS Program will investigate allegations of retaliation and will take strong responsive action if retaliation occurs; in the case of retaliation engaged in by participants, such behavior will result in discipline up to and including immediate dismissal from the CLS Program.

Investigating Complaints

Upon receiving a report of sexual assault or harassment, the CLS Program will take appropriate, interim measures as needed to ensure the safety and freedom from retaliation of all parties. Examples of interim measures include separation of the parties, no-contact directives, and alternative arrangements for housing, classroom locations, class schedules, and other program components. Such arrangements will be made to the fullest degree possible while recognizing the reasonable limits imposed by each program's financial resources, faculty and staff availability, educational options, housing availability, and visa requirements.

To initiate the formal investigation of an incident, participants should submit a written complaint, including a detailed description of the conduct, any supporting documentation, and the names of any witnesses or others with relevant information to one of the Coordinators identified above.

The CLS Program may also begin an investigation on its own initiative depending on the severity of the incident and the need to mitigate a significant risk to an individual or the community. While pursuing resolution through CLS Program internal processes, complainants may also file a criminal report with the local police department or other appropriate law enforcement agency (see above recommendation for contacting the U.S. Embassy or Consulate in the host country/location to learn about possible resources to help participants understand local laws and procedures). The CLS Program will not delay its investigation if criminal charges are filed. However, the investigation may be delayed at the request of criminal investigators while they gather evidence.

Investigation and Resolution

The CLS Program encourages, but does not require, informal resolution when possible. A student who brings forth a complaint is under no obligation to engage in informal resolution and will not be pressured to do so under any circumstances. Possible conclusions for the informal resolution process include but are not limited to

the creation of a no-contact environment between the two parties, the referral of one or both parties to counseling, targeted training 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 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 Dr. Brian Gibson, Vice President of Language Programs at 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 Vice 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 Program staff can respond appropriately. The CLS Program recognizes that reporting sexual assault or harassment is often a painful, deeply personal matter. However, CLS staff are not confidential resources. All CLS staff must report incidents of sexual assault or harassment to the U.S. Department of State. CLS Program staff will preserve a student's confidentiality to the fullest degree possible consistent with the need to respond appropriately to allegations of sexual assault or harassment. When a student reports an incident of sexual harassment or sexual violence to a CLS staff member, the CLS Program will take appropriate steps to investigate what happened and to resolve the matter promptly. 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: _____

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/location 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 participants if required to administer the CLS Program.

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

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

How and Why We Use Personal Information

We do not collect personal data unless required for the administration of the CLS Program. We use the information we collect to manage our programs and related alumni activities, and 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 participants;
- To facilitate the administration of our programs—for example, to make selection decisions, to facilitate placement of students in individual program sites or with host family and roommate accommodations, to respond to request for accommodations, and to assist participants with obtaining visas for travel, when necessary;
- To provide support to participants before and during our programs; and
- To facilitate CLS Program alumni connections and events.

Legal Bases for Collecting and Using Information

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

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

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

- Providing and improving our programs;
- Administration of our operations;
- Determining appropriate academic placement, and reporting relating to completion and academic performance of the respective CLS Program and language evaluation;
- Promoting the success of our current and former students;
- Maintaining ongoing relationships with alumni, and helping them to connect with one another;
- Providing opportunities for participation in events;

- Conducting research;
- Understanding how our services are used;
- Ensuring the safety and security of our students, employees and others;
- Meeting reporting requirements set by the federal government;
- Maintaining records;
- Recommending appropriate programs for potential participants;
- Evaluating and selecting participants for our programs;
- Making program, host country/location and host family placements and accommodations, when applicable;
- Facilitating student travel and program arrangements; and
- 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 participant 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 participants to our partners, our employees, and individuals who are our independent contractors who 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 participants with third-party vendors who need to know certain information about participants in order to provide their services to American Councils, or to provide their services to participants on our behalf.
- **Legal Requests:** We may disclose information about participants 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 participants 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 Participant Consent:** We may share and disclose information with participant consent or at participants' direction. For example, we may share participant information with third parties with which participants 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 a participant.

Medical and Housing Information

The CLS Program may share any information from a student's medical forms, disability accommodation forms, and the medical review process that is necessary to facilitate placement, to arrange housing and medical accommodations, or to comply with local laws, regulations, and institutional policies.

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

Testing and Program Evaluation Data

All CLS Program finalists and participants are required to take an Oral Proficiency Interview (OPI) language evaluation, administered by Language Testing International, before the CLS Program begins and again upon completion of the institute. In addition, all CLS participants are required to complete mid-program and post-program evaluations. Individual CLS Program sites may also require pre- and post-program language tests.

On occasion, the CLS Program may receive and review requests from academic researchers in second language acquisition for access to CLS Program test score data and measures for program evaluation. Research scholars in second language acquisition and related fields may find the CLS data a valuable resource for purposes of improving our understanding of how languages are learned and the impact of immersion language programs on the acquisition of language and cultural knowledge, leading to improvements in the teaching and learning of foreign languages.

In such cases, following a review of the research project and protocols for protecting data, the U.S. Department of State and American Councils may provide test score and program evaluation data to scholars with all personally identifying information about individual participants removed. Generic data such as language level, age, and years of language experience may be shared, if relevant to the project, but only after all names and other identifying information has been removed.

Educational Records

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

How Long We Keep Information

We keep the personal data that participants share with us for as long as it is necessary for us to provide participants with our program services, for as long as it is necessary for us to administer alumni and other outreach activities, and for as long as it is required for us to meet our oversight and reporting requirements and responsibilities. American Councils retains identifying student information for a period consistent with applicable data retention policies. American Councils also retains a participant's medical records, accommodation forms, and academic performance within the CLS Program for a period consistent with applicable document retention policies. Personal data may be retained for a longer period of time if necessary to establish and assert any claims or defend against them.

How Data is Maintained and Transmitted

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

Contact Us

Participants with any questions or concerns about this policy, our privacy and data security practices, or if they feel that we are not abiding by this Privacy Policy, should contact us immediately, as follows:

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