Participant Agreement - Terms and Conditions

Instructions

- 1. Parent(s)/Legal Guardian(s): Read this agreement, and then sign, print your name(s), and date where indicated at the end of the agreement.
- **2. Applicant:** Read the Participant Agreement, and then sign, print your name, and date where indicated at the end of the agreement. Mail the <u>original signature page (page 9)</u>, only, to NSLI-Y at the mailing address provided.

Mailing Address

ATTN: NSLI-Y File Processing (#1100-TC) American Councils for International Education 1828 L St NW Ste 1200 Washington DC 20036-5136

Postmark Deadline: November 19, 2014

Statement of Purpose: Through overseas language programs, the National Security Language Initiative for Youth (NSLI-Y) assists participants in acquiring foreign language skills, cultural awareness, and knowledge needed to contribute meaningfully in a culturally diverse, increasingly interdependent world. The goals of the NSLI-Y program are to promote the learning of languages critical to the to the foreign policy interests of the United States, introduce American high school students to foreign cultures, foster mutual understanding with citizens of other countries, and encourage lifetime learning and career plans that include the use of critical foreign languages.

Structure: NSLI-Y programs are funded and supported by the U.S. Department of State's Bureau of Educational and Cultural Affairs (ECA), and administered by American Councils for International Education (American Councils) with the assistance of other not-for-profit "implementing organizations" that conduct intensive language programs overseas. Implementing organizations include AFS-USA, American Cultural Exchange Services (ACES), America Mideast Educational and Training Services (AMIDEAST), iEARN-USA, Legacy International, Russian-American Foundation (RAF), and the University of Delaware. In order to effectively carry out the NSLI-Y program, other implementing organizations will be added to the program. NSLI-Y programs operate in participating countries through "independent affiliate organizations" selected by the U.S.-based implementing organizations. Working with independent affiliate organizations, the implementing organizations arrange placements in an academic program focused on language acquisition; accommodations in a host family, dormitory, and/or hotel; and orientation programs. They also provide support and monitoring throughout the program. Through unaffiliated service providers, the implementing organizations arrange round-trip domestic and international transportation and health benefits that include transport should emergency situations arise.

The following Terms and Conditions identify the framework under which American Councils and the U.S. Department of State operate programs with the cooperation of participants and their parents/legal guardians. Please note that if an applicant is accepted to the NSLI-Y program, he/she may have to sign a separate agreement and release with the implementing organization that arranges and manages his/her program overseas. In all cases and regardless of implementing organization, participants and their parent(s)/legal guardian(s) must read and sign these Terms and Conditions prior to departure from the United States.

Definitions:

<u>American Councils for International Education (American Councils)</u>: The organization funded by the U.S. Department of State to administer the NSLI-Y program.



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<u>Implementing Organizations</u>: U.S.-based organizations selected by American Councils to work with overseas organizations and partners to implement this program.

<u>Independent Affiliate Organizations</u>: Overseas partners selected by the U.S.-based implementing organizations that implement language programs and other components of the NSLI-Y program, based on the specifications of the implementing organizations. These independent affiliate organizations may be separately incorporated under the laws of the country where they are located. They are generally not under the direct supervision of American Councils or other implementing organizations. They are contracted specifically to carry out the NSLI-Y program and are responsible by contract for providing specific services, which are supervised by the American Councils or other implementing organizations. In some cases, these independent affiliate organizations have final say concerning the acceptance and placement of a NSLI-Y scholarship recipient into their specific program.

Terms and Conditions

We the undersigned participant and parent(s)/legal guardian(s) agree to abide by the following Terms and Conditions of participation:

General Program Policies

- 1. We agree with the Statement of Purpose of the NSLI-Y program and have given our son/daughter permission to participate in this program. We and our son/daughter agree to obey the policies described in the Terms and Conditions herein and acknowledge that our son/daughter will be required to follow additional policies described in the materials and guidelines for his/her specific program, which will be provided by the implementing organization after the scholarships are awarded.
- 2. We affirm that our son/daughter is a U.S. citizen.
- 3. We understand that our son/daughter must meet the program eligibility requirements and, to the best of our knowledge, affirm that there is no reason why our son/daughter cannot receive a visa for the country to which he/she will be assigned.
- 4. We understand that visits from natural family, home country friends, and relatives are strongly discouraged during the program as such visits can interrupt the continuity of the relationship with the host family and diminish the exchange experience for the participant and host family. We will not visit our son/daughter during his/her participation in the NSLI-Y program without obtaining prior written approval from the host family and the implementing organization to which our son/daughter is assigned. We understand that all requirements for travel and visas will be our responsibility, should we be approved to travel to our son's/daughter's host country.
- 5. We understand that on the application form our son/daughter identifies a preferred language and a preferred duration and not a particular country/location or a particular program. It is the responsibility of the American Councils, with the concurrence of the U.S. Department of State, to identify the appropriate implementing organization for the NSLI-Y scholarship recipient.
- 6. We understand that if our son/daughter is selected to receive a scholarship, final acceptance will depend on fulfillment of the medical, placement, academic, and visa requirements of the implementing organization and country/location in which the NSLI-Y program takes place. Final acceptance is also contingent upon the ability of the overseas independent affiliate organization to accept and to place the scholarship recipient. The scholarship offer may be withdrawn at any time prior to departure if our



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son/daughter does not meet all medical, placement, academic, and visa requirements and/or if the independent affiliate organization does not accept or is not able to place him/her.

- 7. Our son/daughter agrees to participate in all program activities, including orientations in the United States prior to the program. Scholarship recipients are expected to begin and end the program, which includes a mandatory pre-departure orientation, on the dates identified by American Councils and the implementing organization.
- 8. If the participant is absent from the host family, school, or other place to which his/her NSLI-Y implementing organization has assigned him/her without obtaining the prior written approval from the NSLI-Y implementing organization in his/her host country and in the United States, American Councils and the implementing organization, with concurrence from the U.S. Department of State, may determine that the participant has left the program through his/her voluntary action. In this case, American Councils, the implementing organization, and the U.S. Department of State and its employees, agents and instrumentalities are absolved from all obligations legal or otherwise to the participant and his/her parents or guardians for the participant's current or future well-being. American Councils and the implementing organization, with concurrence from the U.S. Department of State, will consider the participant for dismissal from program.
- 9. Our son/daughter agrees not to make any significant life changes during his/her participation in the NSLI-Y program. If marriage occurs while the student is a participant, he/she will be dismissed from the NSLI-Y program. If a program participant is found to be pregnant, she must return home. Male students who cause pregnancies must also return home.
- 10. We acknowledge that, when our son/daughter leaves the United States, he/she is subject to the laws of the United States and the country he/she is visiting.
- 11. NSLI-Y scholarships cover:
 - a) round-trip transportation from home city to the pre-departure orientation location and the overseas program location;
 - b) pre-departure, arrival, and re-entry orientations;
 - c) tuition and related academic program costs including preparation, support, and testing;
 - d) educational and cultural programming, including program travel;
 - e) host family or other housing accommodations.
 - f) three basic meals each day, which may be provided by a combination of meals with the host family, at school or institutional facilities, or packed lunches. Specific arrangements for meals will be made at the discretion of the implementing organization and the overseas independent affiliate organization.;
 - g) visas for entrance to and exit from the host country. Additional visas to third countries or visas to leave the country and return during the program will not be covered by the program unless necessitated by program design; and
 - h) Accident and Sickness Program for Exchanges (ASPE) health benefits as described at www.usdos.sevencorners.com.
- 12. NSLI-Y scholarships do not cover other costs, including, but not limited to:
 - a) costs associated with obtaining a valid U.S. passport;
 - b) required medical examinations and immunizations;
 - c) pocket money for personal items;
 - d) excess baggage fees; or
 - e) exclusions specifically enumerated in these Terms and Conditions.

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Travel Policies

- 1. We agree that our son/daughter will travel to and from the host country in strict accordance with the travel plans made by the assigned implementing organization and in accordance with the dates arranged by the assigned implementing organization. No exceptions will be made to the assigned travel dates to accommodate other travel, work, programs, or special school, community, or family events.
- 2. We will not encourage or permit our son/daughter to travel outside the host community during his/her participation in the program, except for authorized participant travel. Unauthorized travel will be considered grounds for dismissal from the program. It is the policy of the NSLI-Y program that authorized participant travel must generally meet these three criteria: a) the NSLI-Y implementing organization determines that arrangements include precautions to help ensure the participant's safety to the greatest extent possible, b) the NSLI-Y implementing organization is informed of the participant's location at all times; and c) the travel does not interfere with school attendance or program activities. NSLI-Y participants must obtain permission for travel from their NSLI-Y implementing organization whether the participant is accompanied or not by his/her host parent(s), school official or other responsible adult. The overseas NSLI-Y independent affiliate organization determines authorization for travel. If the participant will be traveling unaccompanied, the implementing organization and American Councils in Washington, DC must be advised in writing in advance. Procedures for obtaining permission to travel vary by implementing organization and will be explained to participants in writing prior to departure.
- 3. We understand that in making travel arrangements for our son/daughter, American Councils and the implementing organizations contract with or use commercial entities, including but not limited to airlines, trains, buses, restaurants, and hotels, the performance and services of which cannot be controlled by the above-named parties. Consequently, we agree that American Councils, the implementing organization, the U.S. Department of State and their employees, or agents and instrumentalities are not liable for any of the actions or negligence of such commercial entities including, but not limited to, lost baggage, uncomfortable accommodations, and travel delays. We further understand that American Councils and the implementing organizations, in cooperation with U.S. Department of State, reserve the right to change or alter travel, lodging or other arrangements if they believe such a change to be in the best interest of the participants or the program. We understand that travel is subject to the Fly America Act.
- 4. Participant travel to the United States or to a third country while on the NSLI-Y program is generally not permitted except in the case of death or imminent death of an immediate family member or other emergency. Other travel requests will be evaluated on a case-by-case basis, but only in rare cases will international travel be considered for reasons other than those stated above. Such trips interrupt the language learning process and break the continuity of the relationship with the host family. Any requests for such visits must be approved in advance by the implementing organization in conjunction with American Councils and the U.S. Department of State. Unauthorized travel will be considered grounds for dismissal from the program.
- 5. We understand that our son/daughter will be responsible for paying any fees incurred for excess baggage set by the airlines used for NSLI-Y program travel. We understand that this provision applies to both international and domestic travel and that such limits may change during the course of the program year.
- 6. We understand that our son/daughter must return home at the end of the program on the date assigned by the responsible implementing organization. Extensions or changes in visa status will not be facilitated by American Councils, the implementing organization, or the U.S. Department of State.

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Academic Institution and Host Family Placement

- We understand that American Councils and the implementing organizations will share information about our son/daughter with overseas independent affiliate organization partners for the purpose of host family and academic program placement.
- 2. We authorize American Councils and the implementing organizations, employees, and representatives to change the place of residence or school designated for our son/daughter if they believe such a change to be in the best interest of our son/daughter. We understand that we will be notified of any such change. We understand that overseas placements are also subject to change as a result of the input of ECA in consultation with the relevant U.S. Embassy/Consulate before and during the program in order to meet security or other requirements.
- 3. We recognize that academic institutions overseas may impose academic standards or other requirements in determining grade level or academic placement that differ from those imposed in the school that our son/daughter now attends. We acknowledge and accept that program participation does not guarantee credit or graduation from the school our son/daughter now attends or from the overseas institution he/she will attend while participating on the program. We understand that it is our responsibility to arrange with the school our son/daughter now attends for credit or graduation upon completion of the program, or to arrange for permission for academic leave of absence.
- 4. We are aware that there is no overseas living experience that is typical. We understand that placements are made on the basis of criteria designed to determine suitability of host families and that NSLI-Y programs do not discriminate on the basis of race, disability, religion, gender, or ethnic origin, either with respect to participants or to host families.
- 5. We and our son/daughter understand that there are laws or rules restricting smoking in some countries, schools, and host families and agree to honor these restrictions.
- 6. We understand that we may have to sign a waiver or release document to give permission and authorization for our son/daughter to take part in activities or school organized sports.
- 7. All NSLI-Y program participants must attend all classes and activities as part of their program, whether at an overseas high school, academy, language institute, or other educational institution. Participants are expected to attend all classes and activities unless their absence is excused in advance by the local representative of the implementing organization. Non-attendance in classes or in program activities may result in a determination that the participant has left the NSLI-Y program and in dismissal from the program.
- 8. Allowing for an initial period of linguistic and/or academic adjustment, a participant must achieve and maintain adequate academic results. After a reasonable period of time, poor motivation, underachievement, or inappropriate behavior in combination with poor family adjustment may be cause for dismissal from the NSLI-Y program.
- 9. If a participant is expelled from a school or other academic institution to which he/she is assigned, he/she will be considered for dismissal from the NSLI-Y program.

Health/Medical Issues

 We confirm that all medical information provided will be accurate and contain no material omissions of which we are aware. Should our son/daughter experience any changes to his/her physical or mental health after the medical evaluation form has been submitted, we agree to inform American Councils as soon as possible. Timely communication of this information is necessary to determine and secure

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appropriate placement and provide the participant with the appropriate level of on-program support. We understand that withholding information about our son's/daughter's medical condition, including physical and mental health, could result in either cancellation of his/her NSLI-Y scholarship and/or dismissal from the program. We understand that such new information may require reconsideration of our son's/daughter's status and/or placement in the program. We understand that the scholarship offer may be withdrawn at any time prior to departure if our son/daughter does not meet all medical requirements or if the program cannot provide adequate support and accommodations. In the event that our son/daughter has a recurrence of any previous illness or any illness contracted before leaving our country of residence, we authorize American Councils and the implementing organization, with concurrence from the U.S. Department of State, to return our child to our care. In making the decision to return a participant to the U.S., the participant's overall safety and well-being in the overseas environment and whether he/she is capable of fulfilling the conditions of the program will be considered. We will not hold American Councils, the implementing organization, the independent affiliate organizations, or the U.S. Department of State and its employees, agents and instrumentalities responsible for any debts incurred in connection with treatment for such conditions; we agree to cover those costs, except to the extent covered by the ASPE health benefits as described in the link in Item 11(h) in the General Policies section above.

- We confirm that we will provide a full and complete medical and immunization history on our son/daughter if he/she is chosen as a semi-finalist. We understand that our son/daughter may require additional immunizations depending on the host country and agree to arrange and pay for such immunizations.
- 3. As the applicant's parents or guardians, we agree to and do hereby authorize American Councils and implementing organizations, their personnel and representatives and the adult members of the host family to act for us in any emergency, accident, or illness, including authorizing any medical care for our son/daughter. We understand that if American Councils and the implementing organization, in consultation with the U.S. Department of State and, as appropriate, medical specialists, determine that your son/daughter is unable to fulfill the conditions of his/her program for medical reasons, even with reasonable accommodations where appropriate and available, the participant will be dismissed from the program and returned to the United States.
- 4. We understand that American Councils, the implementing organizations, the independent affiliate organizations, the U.S. Department of State and its employees and their representatives, and host families are not responsible for any medical bills not covered by personal insurance or the health benefits provided by the program incurred by a participant regardless of who signs a medical form. Neither American Councils nor the implementing organizations, the independent affiliate organizations nor the U.S. Department of State, bears any responsibility for any complications and/or negative results associated with medical treatment.

Privacy

1. We understand and accept that American Councils will share the personal information we have provided here, in the application process, and during program participation, and may transmit such data to third parties, including implementing organizations and independent affiliate organizations and the U.S. Department of State for any purpose reasonably required for the proper organization, fulfillment, and promotion of the NSLI-Y program. We understand that the data will not be sold or otherwise transferred to third parties for any purpose other than NSLI-Y program administration.

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Dismissal from the NSLI-Y Program

- 1. We understand that our son/daughter will be considered for dismissal from his/her NSLI-Y program for behavior that American Councils and the implementing organizations, with the concurrence of the U.S. Department of State, consider detrimental to our son/daughter or to the NSLI-Y program.
- In the event a participant admits to violating a local law, is arrested, or is charged, he/she will be
 considered for dismissal from the NSLI-Y program and is subject to local prosecution. Natural
 families/guardians are responsible for legal fees and costs in the event of legal proceedings against their
 son/daughter.
- 3. We agree that if we violate any provision of this Agreement or if our son/daughter during his/her stay overseas engages in any unauthorized travel or absence from the program, it may be determined that our son/daughter has voluntarily withdrawn from the NSLI-Y program. In this case, American Councils, the implementing organization, and the U.S. Department of State and its employees, agents and instrumentalities are absolved of all obligations, legal or otherwise, to the participant and his/her natural parents/guardians for the participant's current or future well-being. At this point, the program has no responsibility to provide supervision, housing, meals, health benefits, or any other support.
- 4. If our son/daughter voluntarily withdraws or is dismissed from the NSLI-Y program at any time after departure from the United States, we understand that his/her scholarship, accommodations arranged by the implementing organization, and health benefits are canceled. We understand that our son/daughter will be required to return to the United States on a schedule determined by American Councils and the implementing organizations with concurrence from the U.S. Department of State.

Code of Conduct

The policies presented here are the general policies for participants. Since variations regarding specific policies and procedures may exist among implementing organizations, it is important that you check with the representatives of your assigned NSLI-Y implementing organization for a complete list of policies.

- Behavior: Participants must understand that they are representatives in a program sponsored by the
 U.S. Department of State and must behave in an appropriate and a respectful way. Participants should
 not engage in conduct that will bring disrepute to the U.S. Department of State, the NSLI-Y program,
 American Councils, the implementing organizations, or independent affiliate organizations, and host
 families.
- 2. Alcohol: Consumption of alcohol by participants while on program is prohibited, with the exception of the use of alcohol in connection with religious worship. The U.S. Department of State, in consultation with American Councils and other implementing organizations as appropriate, may decide, at their discretion, to dismiss the participant from the NSLI-Y program for violation of this policy; violation of local law regarding the consumption of alcohol (including regarding the minimum drinking age); or engaging in excessive drinking, inability to control alcohol use, or inappropriate behavior in connection with the consumption of alcohol.
- 3. **Drugs**: The program has a zero tolerance drug policy. NSLI-Y participants may not possess or use drugs that are illegal in the United States or the host country. Violators of this policy will be dismissed from the NSLI-Y program and are subject to prosecution.
- 4. **U.S. Embassy/Consulate Health and Safety Recommendations**: NSLI-Y participants should follow all health and safety advice provided to U.S. citizens through emergency and other messages provided by



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the U.S. Embassy/Consulate in the host country, and/or provided at briefings. The implementing organization will register all participants with the U.S. Embassy/Consulate in the host country and will notify participants of all relevant recommendations and warnings from the U.S. Embassy/Consulate. Failure by participants to follow health and safety advice provided by the U.S. Embassy/Consulate messages, travel, or emergency warnings to U.S. citizens and/or provided by U.S. Embassy/Consulate staff in briefings may be grounds for American Councils and the implementing organization, with concurrence from the U.S. Department of State, to dismiss the participant from the program.

- 5. Computers: Participants who break host family or school rules, or local laws regarding the use of a home or school computer, or who place the host family's personal information anywhere on the Internet may face criminal charges and will be considered for dismissal from the NSLI-Y program. Participants who in any way put the safety of themselves or others at risk or bring disrepute to the U.S. Department of State, the NSLI-Y program, American Councils, the implementing organizations, the independent affiliate organizations, and/or host families by inappropriate or inflammatory postings on social media or blogs or misusing the Internet will be considered for dismissal from the NSLI-Y program.
- 6. **Dangerous/Risky Activities**: The following activities are strictly forbidden: driving any motorized vehicle (such as a car, motorcycle, all-terrain vehicle, etc.), hang gliding, bungee jumping, hitchhiking, parachute jumping, piloting a private plane, mountain biking, rock climbing, skateboarding, extreme sports, and any other such activities prohibited by the NSLI-Y implementing organizations. Promiscuous behavior is considered extremely risky and participants engaging in such behavior will be considered for program dismissal.
- 7. **Driving**: NSLI-Y participants are not permitted to drive cars or motorcycles under any circumstances. Violators of this policy will be considered for program dismissal, even if the participant possesses an international driver's license or if the host or natural family feels that the participant is a responsible and careful driver.
- 8. **Employment**: NSLI-Y participants are not allowed to work during the program.

Waiver and Release

1. For and in consideration of the undersigned participant's opportunity to participate in the NSLI-Y program, participant (and parent or legal guardian of participant if under 18 years of age) hereby releases and waives any and all claims against American Councils, implementing organizations, independent affiliate organizations and their employees and agents, host families, program representatives, school representatives, and the U.S. Department of State and its employees, agents and instrumentalities, which may arise out of participation in the NSLI-Y program, including but not limited to: claims for personal injury, property damage or wrongful death; claims arising out of natural disasters, war, terrorism, and civil disturbances; and claims arising out of the dismissal of participant from the NSLI-Y program.



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Declaration by Parent or Legal Guardian

- 1. We have discussed the goals of the NSLI-Y program and this Agreement with our son/daughter, and each of us fully understands the obligations.
- 2. We confirm that all information provided in this application is truthful.
- 3. We understand that any misrepresentation or false answer in this application can be grounds for our son's/daughter's dismissal from the NSLI-Y program.
- 4. We understand that any material changes to the information provided in this Agreement must be conveyed promptly to American Councils.
- 5. We confirm that we have the authority to give approval for this applicant.

Office Use Only RefCode:	
Name:	

Signature(s) of Parent(s) or Legal Guardian(s)

Every legal guardian listed in the applicant's online application **must** sign this document.

<u>x</u>	<u>x</u>
Print Name:	Print Name:
Date:(Enter date in the format: "October 28, 2014") X	Date:(Enter date in the format: "October 28, 2014") X
Print Name:	Print Name:
Date:(Enter date in the format: "October 28, 2014")	Date:(Enter date in the format: "October 28, 2014")

Declaration by Participant

I have read this Agreement and discussed its terms and conditions with my parent(s)/guardian(s). I agree with the purpose of the NSLI-Y program and fully accept all terms and conditions of this Agreement, all other rules, regulations, and conditions set forth concerning the program. I will do my best to become an integral part of my host family, academic institution, and community; will travel only in accordance with the Travel Policies above; and will attend the institution or program designated for me on a regular basis, and complete all work to the best of my ability.

I hereby certify that the information provided in all parts of this application is truthful. I understand that any misrepresentation or false answer can be grounds for my dismissal from the NSLI-Y program.

Signature of Applicant:

x	Date:
	(Enter date in the format: "October 28, 2014")
Print Name:	Application Reference Code*:

^{*} The Application Reference Code is the ID code with four (4) letters and four (4) numbers that can be found near the top-left corner of each page of your online application. It looks something like this – "GKOM0943"