The National Security Language Initiative for Youth (NSLI-Y), Future Leaders Exchange (FLEX) Abroad, and Kennedy-Lugar Youth Exchange and Study (YES) Abroad are programs of the U.S. Department of State’s Bureau of Educational and Cultural Affairs (ECA), administered by American Councils for International Education (American Councils). In addition to its lead role in administering the programs, American Councils may also act as an implementing organization. American Councils implements the FLEX Abroad program. For the NSLI-Y and YES Abroad programs, in some countries other U.S.-based not-for-profit organizations implement the program. Hereafter, the U.S. organization responsible for supervising participants and managing the program in the host country will be known as the “implementing organization.” Some implementing organizations work with in-country partners or third parties, which are independent affiliate organizations, in the implementation of the overseas program. Hereafter, in-country partners, whether independent affiliate organizations or implementing organization affiliates, will be referred to as “hosting partners.” For a list of current implementing organizations, see www.NSLIforYouth.org and www.yes-abroad.org.

The programs introduce American high school students to new cultures and support their acquisition of global awareness and knowledge needed to contribute meaningfully to a diverse, increasingly interdependent world. They promote cross-cultural learning and foster mutual understanding. Through summer and academic year overseas language immersion experiences, NSLI-Y promotes the learning of languages critical to U.S. foreign policy interests and encourages lifetime learning and career plans that include the use of these languages. FLEX Abroad and YES Abroad are 10-month-long cultural immersion experiences that imbue participants with leadership skills and encourage a lifetime of learning and future engagement in critical global concerns.

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 parent(s)/legal guardian(s). Please note that if accepted to one of these programs, participants may have to sign a separate agreement and release with the implementing organization that manages and supervises their program overseas. In all cases and regardless of implementing organization, participants and their parent(s)/legal guardian(s) must read and sign to confirm their understanding and acceptance of these Terms and Conditions upon application.
Terms and Conditions

I. Definition of 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:

A. General Program Policies

1. We agree with the Statement of Purpose and have given our child permission to participate in the program and in all scheduled and related activities. We agree to obey the policies described in the Terms and Conditions herein and acknowledge that our child will be required to follow additional policies described in the materials and guidelines specific to the program, which will be provided by the implementing organization after the scholarships are awarded.

2. We affirm that our child is a U.S. citizen.

3. We affirm that our child meets all program eligibility requirements and, to the best of our knowledge, believe that there is no reason why our child cannot receive a visa for the assigned host country/location.

4. We understand that our child must obtain a U.S. passport to participate in NSLI-Y, FLEX Abroad, or YES Abroad. We understand that, if selected, our child will be required to submit a valid passport up to three months in advance of departure, at the implementing organization’s discretion, in order to obtain required visas. We understand that while the passport is in the possession of the implementing organization for visa processing, our child will not be able to use that passport for other international travel. We understand that as parent(s)/legal guardian(s), we may be required to submit passport or residency documentation for visa processing at the discretion of the host country/location.

5. We understand that visits from family and home country friends, including those who reside in the host country/location, are not permitted during NSLI-Y summer programs and are strongly discouraged during all academic year programs. Such visits interrupt the continuity of the relationship with the host family and diminish the exchange experience for the participant and host family. We agree that we will not visit our child during the NSLI-Y summer program. For academic year programs, we understand that such visits are strongly discouraged and that if we feel the need to visit our child during the program, we must obtain prior written approval from the implementing organization and comply with requirements and timeframes established by that organization. If a visit is approved, we understand that all requirements for travel, visas, and accommodations will be our responsibility. We should not expect to stay with our child’s host family, visit the host school, or interfere with or participate in any program activities or excursions. We understand that a request for a visit will be denied if the program believes it will interfere with the participant’s program requirements, activities, or adjustment.

6. We understand that on the NSLI-Y application our child identifies a preferred language and a preferred duration, and not a particular country/location, implementing organization, or program. For FLEX Abroad and YES Abroad, we understand that our child ranks a list of countries according to preference and may be placed in anyone of those countries. American Councils, with the concurrence of the U.S. Department of State, is responsible for identifying the placement for each scholarship recipient. Placement transfer requests will not be honored. We understand that American Councils and the U.S. Department of State are not able to discuss decisions made in the application review process.

7. We understand that if our child 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 host country/location. Final acceptance is also contingent upon the ability of the overseas hosting partner to accept and to place the scholarship recipient.
8. We understand that a scholarship offer may be terminated prior to departure if our child does not complete pre-program requirements, submit medical and travel documents on time, or exhibits behavior inconsistent with the Code of Conduct below, including, but not limited to, bringing disrepute to the U.S. Department of State.

9. We understand that if our child is not able to fulfill medical, placement, academic, and/or visa requirements for the assigned host site, the scholarship offer may be withdrawn.

10. The U.S. Department of State reserves the right to alter languages, locations, and programs based on safety and security considerations, availability of funding, capacity of implementing organizations, and other factors. In the event of program curtailment or cancellation, we understand that the U.S. Department of State and American Councils cannot guarantee transfer to an alternate program, including a virtual program.

11. Our child agrees to participate in all program activities unless an absence is excused in advance by the implementing organization. These activities include pre-program preparation, language assessments as required, and orientations prior to the program. Scholarship recipients must begin and end the program on the dates identified by American Councils and the implementing organization.

12. We understand that our child is strongly advised against completing online courses or other academic study for their home schools while on program, as these are immersion programs that require the full energy and attention of the participant. We understand that our child must request prior approval from the implementing organization to engage in such courses. We also understand that should the implementing organization determine that an external course interferes with program participation, the implementing organization may require the participant to limit time spent on the external course or drop the course.

13. If our child is absent from the host family, school, or other assigned place without obtaining prior written approval from the implementing organization, American Councils and the implementing organization will try to contact the participant and may involve local authorities if the participant cannot be reached. If it is determined that the participant has left the program through voluntary action, 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 parent(s)/legal guardian(s) 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 the program.

14. Our child agrees not to make any significant life changes during participation in the NSLI-Y, FLEX Abroad, or YES Abroad program. If marriage occurs while the student is a participant, the participant will be dismissed from the program. If a program participant is found to be pregnant or cause a pregnancy, the participant must return home.

15. We acknowledge that our child is subject to the laws of the host country/location while on program overseas. Additionally, the program requires all U.S. laws, as applicable, to be followed. If they are not, our child’s participation may be terminated.

16. NSLI-Y, FLEX Abroad, and YES Abroad 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/or 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 hosting partner;
g) a modest stipend to cover personal items, additional transportation and/or other incidentals;

h) visas for entrance to and exit from the host country/location. Additional visas to third countries or visas to leave the country/location and return during the program will not be covered by the program unless necessitated by program design; and

i) Accident and Sickness Program for Exchanges (ASPE) health benefits, which is a secondary travel medical assistance plan (not a full health insurance plan) as described at www.usdos.sevencorners.com, or other equivalent private health benefits, provided by the implementing organization.

17. NSLI-Y, FLEX Abroad, and YES Abroad scholarships do not cover other costs, including, but not limited to:

   a) costs associated with obtaining a valid U.S. passport (for the participant or parents if required for a visa application) or travel to an embassy for visa application, if necessary;

   b) required examinations and immunizations for the medical review and/or visa requirements;

   c) pocket money for personal expenses beyond the monthly stipend provided;

   d) fees for baggage in excess of the number of bags and/or weight approved by the program; or

   e) exclusions specifically enumerated in these Terms and Conditions.

18. We understand that participants 16 years old or younger may be required to submit additional documentation for domestic or international travel.

19. We understand that we must comply with the implementing organization’s timeline and requirements to submit documentation or information related to travel or visa applications. If we do not, we understand that our child may not meet visa requirements, may be required to pay any fees incurred for travel changes, may not be able to travel to participate in the program, or may have their scholarship offer rescinded.

B. Travel Policies

1. We agree that our child will travel to and from the host location in strict accordance with the travel plans made and dates determined by the assigned implementing organization. No exceptions will be made to the assigned travel dates.

2. We will not encourage or permit our child to travel outside the host community without authorization during participation in the program. Participants must obtain permission for travel from the implementing organization, even if accompanied by their host parent(s), school official, or other responsible adult. Travel outside of the host location without a responsible adult is generally not permitted. Unauthorized travel will be considered grounds for dismissal from the program. If a student is dismissed due to unauthorized travel, 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 their parent(s)/guardian(s) for the participant’s current or future well-being, and the program will have no responsibility to provide supervision, housing, meals, health benefits, or any other support.

3. We understand that in making travel arrangements for our child, American Councils and the implementing organizations contract with or use commercial entities, including but not limited to airlines, trains, buses, restaurants, and hotels, whose performance and services 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, 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/location while on program is generally not permitted except in the case of pre-approved program-related activities or the death or imminent death of an immediate family member or other emergency. Only in rare cases will international travel be considered for reasons other than those stated above. International trips interrupt the language learning and cultural immersion 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. We understand that our child will be responsible for paying any fees incurred for excess baggage set by the airlines used for 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.

5. We understand that our child must return home on the date assigned, whether at the end of the program or in the event of program withdrawal, dismissal, or emergency evacuation. Extensions or changes in visa or residency status will not be permitted or facilitated by American Councils, the implementing organization, or the U.S. Department of State. We understand that failure to comply with these return travel arrangements will result in return travel forfeiture, cancellation of any relevant visas, and program dismissal. The U.S. Department of State, American Councils, and the implementing organization will not provide future support, health benefits, or accommodations and will not be liable for damages or visa violations.

C. Academic Institution and Host Family Placement

1. We understand that American Councils and the implementing organizations will share information about our child with the U.S. Department of State, overseas hosting partner staff and volunteers, host institutions, and host families for the purpose of host family and academic program placement and support. Information will be shared as needed for program management purposes at the discretion of program staff.

2. We authorize American Councils and the implementing organizations, and their employees and representatives, to change the place of residence or school designated for our child if they believe such a change to be in the best interest of our child. We understand that we will be notified of any such change. We understand that overseas placements are also subject to change at the discretion of the U.S. Department of State before and during the program in order to meet security or other requirements. We recognize that academic institutions overseas may impose academic standards or other requirements in determining grade level or academic placement that differ from those in the school our child now attends. We acknowledge and accept that program participation does not guarantee credit or graduation from the school our child now attends or from the overseas institution attended on the program. We understand that it is our responsibility to arrange with the school our child now attends for credit or graduation upon completion of the program, and/or to arrange for permission for academic leave of absence.

3. We are aware that there is no “typical” overseas living experience or host family. We understand that as in the United States, the composition of families varies, and successful host family placements require flexibility on the part of the participant and family. We understand that host families are selected for their suitability based on strict criteria and that NSLI-Y, FLEX Abroad, and YES Abroad programs do not discriminate on the basis of race, color, national origin, disability, sexual orientation, religion, or gender with respect to either participants or host families.

4. We understand that internet availability may be unreliable and will vary among placements and locations.
5. We and our child 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 authorizing our child to take part in activities or school-organized sports.
7. All participants must attend 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. American Councils, and/or the implementing organizations, with Department of State approval, may dismiss a participant for unexcused absence from classes or program activities, and/or several excused absences (more than 10 during an academic year program; 3 during a summer program).
8. After a reasonable period of time, poor motivation, inability to adjust, under-achievement, recurring absences, or inappropriate behavior as determined by program staff may be cause for dismissal from the program.
9. If a participant is expelled from the assigned school or other academic institution, the participant will be dismissed from the program.

D. Health/Medical Issues

1. We confirm that we will provide a full and complete medical and immunization history on our child if chosen as a semi-finalist. We understand that our child’s medical history forms will not be reviewed unless or until our child is selected as a finalist or alternate. We understand that if our child is selected for a scholarship, medical and placement requirements must be met. We understand that our child may require additional immunizations depending on the host country/location and/or host institution/school and agree to arrange and pay for such immunizations. We understand that American Councils and implementing organizations cannot provide medical guidance on immunizations and that we should consult a physician and monitor the U.S. Center for Disease Control and Prevention’s (CDC) travel guidance. We agree to comply with CDC guidance regarding immunizations and understand that we are responsible for any consequences resulting from failure to comply with the CDC recommendations.
2. We understand that we will be provided with a Notice of Privacy Practices that will also be posted on the program website and an authorization to release medical records information if our child is selected as a semi-finalist. We confirm that all medical information provided by us will be accurate and contain no material omissions of which we are aware. Should our child experience any changes to physical or mental health after the medical evaluation form has been submitted, we agree to inform American Councils promptly. Timely communication of this information is necessary to determine and secure appropriate placement and provide the participant with the appropriate level of on-program support. We understand that delayed responses in the medical review process and/or withholding information about our child’s medical condition, including physical and mental health, puts our child at risk in an overseas environment and will likely result in either cancellation of the scholarship or dismissal from the NSLI-Y, FLEX Abroad, or YES Abroad program. We understand that the scholarship offer may be withdrawn prior to departure if our child does not meet all medical requirements or if the program cannot provide adequate support.
3. In the event that our child has a recurrence of any previous illness or any illness contracted that is not covered by the health benefits provided or not able to be adequately treated for in the host location, 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 for an early return, the participant’s overall safety and well-being in the overseas environment and capability of fulfilling the conditions of the program will be considered. We will not hold American Councils, the implementing
organization, the hosting partner organization, 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 16 (i) in the General Program Policies section above. We understand that treatment for some conditions may not be available in some countries.

4. As the applicant’s parent(s)/legal guardian(s), 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 child. We understand that if American Councils and the implementing organization, in consultation with the U.S. Department of State and, as appropriate, medical professionals, determine that our child is unable to fulfill the conditions of the program for medical reasons, even with help from auxiliary aids and/or modifications to the program, where appropriate, the participant may be dismissed from the program and returned to the United States.

5. If our child is selected as a NSLI-Y, FLEX Abroad, or YES Abroad participant, we understand that American Councils and the implementing organization may share our child’s medical information with third parties including, but not limited to, the U.S. Department of State, overseas program office staff and volunteers, program-contracted medical professionals, hosting partner organizations, host institutions, host families, and parent(s)/legal guardian(s) for the purpose of on-program support. Information will be shared only on a need-to-know basis at the discretion of relevant program staff.

6. We understand that American Councils, the implementing organizations, hosting partner 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. American Councils, the implementing organizations, the hosting partner organizations, and the U.S. Department of State do not bear any responsibility for any complications and/or negative results associated with medical treatment.

E. Privacy

We understand and accept that American Councils will share the personal information we and our child have provided in the application, interview, and medical review during the placement process and during the program and may transmit such data to third parties, including, but not limited to, the U.S. Department of State, members and staff of the U.S. Congress, application evaluators, overseas program office staff and volunteers, hosting partner organizations, host country Embassies or consulates for visa processing, host institutions, medical providers, and host families for any purpose reasonably required for safety, participant support, proper organization, fulfillment, and promotion of the NSLI-Y, FLEX Abroad, or YES Abroad program. Under certain conditions, students who are aged 18+ may elect not to share some information about their program with their parents/guardians; details regarding information sharing will be distributed to finalists over 18. We understand that the data will not be sold or otherwise transferred to third parties for any purpose other than program administration, implementation, and evaluation, unless otherwise required by law.

F. Code of Conduct

All participants must adhere to the general policies below; failure to comply may result in dismissal from the program. The implementing organization may have additional policies that participants are expected to follow.

1. Behavior: Participants are representatives of a U.S. Department of State program and must behave and treat others in an appropriate and respectful way. Participants should not engage in conduct that will
bring disrepute to the U.S. Department of State, the programs, American Councils, the implementing organizations, hosting partner organizations, other participants, or host families. We understand that our child will be considered for dismissal from the program for behavior that American Councils and the implementing organizations, with the concurrence of the U.S. Department of State, consider detrimental to our child or to the program. We understand that in the event a participant admits to violating a local law, is arrested, or is charged, the participant will be considered for dismissal from the NSLI-Y, FLEX Abroad, or YES Abroad program and may be subject to local prosecution. We further understand that parents/legal guardians are responsible for legal fees and costs in the event of legal proceedings against their child.

2. **Alcohol**: Consumption or purchase of alcohol by participants while on program is prohibited, with the exception of the use of alcohol in connection with religious worship. Participants who violate this policy will be considered for disciplinary action, up to and including dismissal.

3. **Drugs**: The NSLI-Y, FLEX Abroad, and YES Abroad programs have a zero-tolerance drug policy. Participants may not possess or use non-prescribed medications or drugs that are illegal in the United States or the host country/location. Violators of this policy will be dismissed from the program and are subject to prosecution.

4. **U.S. Embassy/Consulate/AIT Health and Safety Recommendations**: Participants should follow all health and safety advice provided to U.S. citizens through emergency and other messages provided by the U.S. Embassy/Consulate in the host country or the American Institute in Taiwan (AIT) for participants placed in Taiwan, and/or provided at briefings. The implementing organization will register all participants with the U.S. Embassy/Consulate/AIT in the host country/location and will notify participants of all relevant recommendations and warnings from the U.S. Embassy/Consulate/AIT. Failure by participants to follow health and safety advice provided by the U.S. Embassy/Consulate/AIT messages and travel or emergency warnings to U.S. citizens and/or provided by U.S. Embassy/Consulate/AIT staff in briefings may be grounds for dismissal.

5. **Computers/Mobile Devices**: Participants who break host family or school rules or local laws regarding the use of a home or school computer/mobile device, who engage in risky online activity, 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 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, FLEX Abroad, or YES Abroad program, American Councils, the implementing organizations, hosting partner organizations, and/or host families by inappropriate or inflammatory postings on social media, memes, or blogs or misusing the internet will be considered for dismissal from the program.

6. **Dangerous/Risky Activities**: The following activities are strictly forbidden: driving any motorized vehicle; riding on a motorcycle or all-terrain vehicle; hang gliding; bungee jumping; hitchhiking; parachute jumping; piloting or flying in a private plane; mountain biking; rock climbing; skateboarding; extreme sports; and any other such activities prohibited by the implementing organizations or not covered by health benefits provided. In some locations based on need, riding motorized scooters may be allowable under certain limited circumstances detailed by the implementing organization, and all safety precautions, including wearing a helmet and following all local laws and requirements of the vendors, must be taken. Obtaining piercings/tattoos, engaging in irresponsible sexual behavior, using web-based or social media applications to meet strangers online or in person, and inappropriate public displays of affection per local cultural norms are considered potentially unsafe, and participants engaging voluntarily in such behavior may be considered for program dismissal.

7. **Driving**: Participants are not permitted to drive cars or motorcycles under any circumstances.

8. **Employment**: Participants are not allowed to work during the program.
9. **Academic Integrity**: Participants are expected to adhere to high standards of academic integrity. Assignments, projects, exams, and all schoolwork should be the participant’s own work. Plagiarism and cheating are grounds for dismissal.

II. **Waiver and Release**
For and in consideration of the undersigned participant’s opportunity to participate in the NSLI-Y, FLEX Abroad, or YES Abroad program, the participant (and parent/legal guardian of participant if under 18 years of age) hereby releases and waives any and all claims against American Councils, implementing organizations, hosting partner 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, FLEX Abroad, or YES Abroad program, including but not limited to claims for personal injury, property damage, or wrongful death; claims arising out of public health emergencies, natural disasters, war, terrorism, and civil disturbances; and claims arising out of the dismissal of participant from the NSLI-Y, FLEX Abroad, or YES Abroad program.

III. **Declaration by Parent or Legal Guardian**
1. We have discussed the goals of the NSLI-Y, FLEX Abroad, and/or YES Abroad program(s) and this Agreement with our child, and each of us fully understands the obligations.
2. We confirm that all information provided in the application is truthful.
3. We understand that any material changes to the information provided in the application and this Agreement must be conveyed promptly to American Councils.
4. We confirm that we have the authority to give approval for this student to participate in the program(s).

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<th>ALL PARENT(S) AND LEGAL GUARDIAN(S) LISTED IN THE APPLICANT’S ONLINE APPLICATION MUST SIGN THIS DOCUMENT:</th>
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*(use format “October 1, 2021”)*

IV. **Declaration by Applicant**
1. I have read this Agreement and discussed its terms and conditions with my parent(s)/guardian(s).
2. I agree with the purpose of the NSLI-Y, FLEX Abroad, and/or YES Abroad program and fully accept all terms and conditions of this Agreement, all other rules, regulations, and conditions set forth concerning the program.
3. I will do my best to become an integral part of my program and complete all program
activities to the best of my ability.

Signature of Applicant: __________________________________________

Printed Name: ________________________________________________ Date: ______________

Application Reference Number: ________________________________
(The set of 4 numbers and 4 digits listed at the top of the student’s application. It looks something like “ABCD1234”)

Terms and Conditions 2022-23