



The U.S. Department of State

2023 Policies Book for CLS Spark

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The CLS Program, including CLS Spark, is sponsored by the U.S. Department of State with funding provided by the U.S. Government.

It is supported in its implementation by American Councils for International Education.

Terms and Conditions of Award

Preface

Congratulations on being selected as a finalist for the U.S. Department of State’s Critical Language Scholarship (CLS) Spark program (herein, “CLS Spark”). **Please read over the following terms and conditions carefully, as by signing this document participants agree to follow all CLS policies and procedures.** Failure to abide by the policies outlined here may result in disciplinary actions including potential removal from the program.

1. **Purpose** – CLS Spark is an initiative of the CLS Program. The program is funded by the U.S. Department of State’s Bureau of Educational and Cultural Affairs and supported in its implementation by American Councils for International Education (herein, "American Councils"). The CLS Program is part of the U.S. government’s effort to increase the number of U.S. citizens studying and mastering foreign languages that are critical to U.S. national security and economic prosperity. The CLS Program, including CLS Spark provide funding for intensive language institutes. CLS Spark participants advance their language learning through formal online study, facilitated language learning opportunities, and structured cultural activities.
2. **Finalist Requirements** – Applicants who are selected for CLS Spark are referred to as “finalists” prior to the program start, and as “participants” or “scholars” during the course of program activities. It is critical that the finalists provide complete and accurate information, satisfactorily meet all requirements, including eligibility requirements, and submit all documents necessary for their participation in the program.

Finalists must submit all required documents and forms listed on American Councils’ Applicant Information System platform (AIS Forms), including the disability accommodation forms, if needed. Finalists must complete the academic placement requirements specific to their assigned host institution, as necessary.

Acceptance into CLS Spark is also contingent upon the ability of the CLS partner institution to place the finalist.

Documents must be submitted through AIS Forms, to American Councils, or directly to the partner institution according to the instructions provided. CLS Spark is committed to providing equal opportunity to all applicants and finalists for CLS Spark. If finalists need accommodations due to a disability on any aspect of CLS Spark, they should complete the appropriate sections on AIS Forms. If there are questions or concerns about disability accommodations, please contact cls@americancouncils.org.

A scholarship offer may be terminated if a finalist a) fails to meet or maintain eligibility requirements, b) fails to complete pre-program requirements, c) fails to provide requested information by stated deadlines, or d) exhibits behavior that may pose a risk to the standing of CLS Spark, including, but not limited to charges or convictions for crimes of moral turpitude (e.g., fraud, theft), or inappropriate behavior or social media activity. If a finalist cannot meet the placement, academic or other requirements of a CLS Institute, or the CLS Institute is not able to accommodate a finalist’s disability, the U.S. Department of State and American Councils may terminate the award. CLS Spark will consider a request for an accommodation on a case-by-case basis and reserves the right to request additional independent medical examinations, evaluations or other appropriate information from the finalist (see [Section 9](#)).

3. **Confirmation of Interest**– Information submitted by finalists through AIS Forms, including the decision to accept or decline the CLS Spark award, is final.
4. **Right to Alter Placement or Cancel the Program** – CLS Spark reserves the right to alter placement or cancel any virtual institute based on safety and security considerations, availability of funding, capacity of implementing organizations, local or global emergencies, and other factors. In the event of program

curtailment or cancellation, CLS Spark, U.S. Department of State, American Councils, and other CLS Spark partners will make every effort to alter placement but cannot guarantee an alternate program.

5. **Program Tasks** – CLS Spark requires that scholars complete the following pre-program, on-program, and post-program tasks:

Pre-program:

- Submit all applicable forms in AIS Forms
- Submit official proof of citizenship (U.S. passport, certificate of naturalization, or birth certificate indicating a finalist's birth in the United States)
- Submit an official transcript that meets eligibility requirements
- Complete language placement testing, as necessary, as outlined by partner institution
- Complete the orientation process (see [Section 13](#))
- Agree to institute-specific policies

On-program:

- Complete the mid-program evaluation (see [Section 16](#))

Post-program:

- Complete the post-program evaluation (see [Section 16](#))
- Complete the post-program OPI assessment (see [Section 17](#))

The CLS Program reserves the right to add, remove, or modify requirements at any time.

6. **Equipment**– Participants are required to have the following technical equipment:

- Reliable internet connection
- Computer or other electronic device to access course website and online materials (a phone alone is not sufficient)
- Speakers and microphone
- Web camera

A modest stipend will be issued to participants to offset expenses, and allow for small equipment purchases (see [Section 10](#)).

7. **Security** – The U.S. Department of State, American Councils, and the CLS Institutes take participant safety and security seriously and make every reasonable effort to inform CLS Spark participants about security risks in the relevant host countries and in relevant local areas as it may affect virtual programming.

8. **Communication** – Information about CLS Spark will be communicated electronically through AIS Forms, e-mail, and the orientation platform, Canvas. Institute-specific information about the CLS Spark program requirements, deadlines, and formal decisions regarding CLS policies and program arrangements will be communicated to finalists by e-mail. It is the responsibility of finalists and participants to maintain a valid e-mail address and phone number, to communicate changes to their contact information to CLS Spark in a timely manner, and to read all program communications thoroughly, including all instructions regarding program deadlines and requirements. It is the responsibility of CLS Spark finalists to make arrangements in order to be able to receive communications from CLS staff in the event that e-mail or Internet access is not

available to them for a prolonged period of time (for instance, due to personal travel or other circumstances), in order to ensure completion of the program requirements by the program deadlines.

9. **Participant Accommodation** – CLS Spark makes every effort possible to provide accommodations for finalists and participants with medical conditions or disabilities. Information provided in disability accommodation files, as well as disability accommodation requests, are not considered as part of program selection. However, finalists and participants are strongly encouraged to inform appropriate staff of potential accommodation requests as early as possible in order to maximize the time available to develop resources, manage logistics, and collaborate with overseas partners, as necessary, in order to address such requests. 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.

To request a disability accommodation, finalists must submit the accommodation request form, including supporting documentation, on AIS Forms by the stated deadline. Documentation, if requested, may vary by situation, but may include 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. Finalists who are enrolled at an academic institution may be required to provide documentation demonstrating that the accommodation in question is currently provided by the student's home academic institution. If the accommodation in question is not provided by the home academic institution or the finalist is not an enrolled student, documentation from a medical professional who has diagnosed or treated the condition may be required. Information provided will be handled consistent with the CLS Spark Privacy Policy. The requested accommodation for an individual with a medical condition or disability will be considered on a case-by-case basis. An accommodation will not be granted if it would fundamentally alter the nature of the study program or result in undue financial and administrative burdens.

10. **Award Benefits** – The CLS Spark award covers the costs of tuition, textbooks, and other language learning materials required for the CLS Spark. CLS Spark participants receive a stipend to help defray costs related to program participation, including the cost of a reliable internet connection for the duration of the program and equipment needed to fully participate in the program, such as a headset, microphone, and web camera. The stipend may also be used to offset some basic costs of living during the program. Stipend amounts are determined by the U.S. Department of State in consultation with American Councils. CLS Spark stipends are not intended to cover costs unassociated with the virtual CLS Spark and are not designed to cover the full cost of living for participants during the program.
11. **Non-Competitive Eligibility** – Under Executive Order 13750, CLS Spark alumni who successfully complete the program are eligible for 12 months of Non-Competitive Eligibility (NCE) hiring status within the federal government, with the possibility of extensions if certain criteria are met. CLS Spark alumni will be issued an NCE certificate after all program and post-program requirements are completed. More information about NCE is available on the U.S. Department of State website at <https://alumni.state.gov/highlight/noncompetitive-eligibility-federal-employment>.
12. **Pre-Program Information** – Finalists are required to read all pre-program materials provided and participate in all required webinars or meetings before the beginning of the CLS Spark. Any questions regarding the materials or the CLS Spark should be directed to CLS staff.
13. **Orientation** – Participants are required to attend a mandatory virtual pre-program orientation in advance of the program start date. Specific dates of the pre-program orientation and further information will be shared at a later date.

14. **CLS Spark Participation and Conduct** – CLS Spark is first and foremost an academic experience. Participants are expected to participate to the fullest extent. Attendance at all scheduled classes and program activities is mandatory, unless explicitly excused by program staff. Full CLS Spark participation includes, but is not limited to, complete attendance at all classes, complete attendance of all individual consultations, complete attendance of all language partner meetings, completion of work assigned as part of the academic program, attendance at all cultural activities, and arrival on time to all mandatory events and activities. Participants who fail to participate fully may be considered as not having successfully completed the program and may not receive a CLS Spark completion certificate, language test certificate, NCE certificate, or access to benefits and/or resources that are available to CLS Spark alumni.

Participants are expected to be respectful, follow all program policies, and maintain the highest level of professional conduct with CLS Program staff, language partners, fellow participants, and other program affiliates. Participants are expected to have their cameras and/or microphones on during class, and they should take steps to minimize distractions that could negatively affect others. Participants are expected to maintain the highest levels of cultural sensitivity towards the host community and culture, and to maintain a standard of conduct and integrity that is in keeping with the spirit and intent of CLS Spark. If CLS staff determines that a participant is being disrespectful or not following program directives, that participant may be subject to immediate disciplinary action (see [Section 23](#)).

15. **Academic Honor Code** – Participants are expected to approach their academic work with dedication and integrity, understanding that they are responsible for enhancing their own learning through personal effort. Participants agree to be fully prepared for each class session and refrain from engaging in disruptive, offensive, or distracting behavior. Further, because the program is designed to build language skills and develop cultural understanding, attendance at all classes and cultural activities is mandatory. Participants who fail to attend program sessions without prior explicit permission of CLS staff may be subject to immediate disciplinary action and considered for dismissal from the program (see [Section 23](#) and [Section 24](#)).

While the highest instructional standards are expected and applied, participants should be aware that local teaching methods may differ from U.S. standards of instruction. Participants should bring concerns regarding the academic program to their CLS Program Officer. Questions related to grades, assignments, and homework should be communicated directly to the classroom teacher.

The following behaviors are prohibited:

- a. **Plagiarism:** Submitting material that, in part or whole, is not entirely one's own work without attributing those same portions to their correct source.
- b. **Cheating:** Using unauthorized notes, study aids, or information on an examination; altering a graded work after it has been returned, then submitting the work for reevaluation without permission; allowing another person to do one's work and submitting that work under one's own name; submitting identical or similar papers for credit in more than one course without prior permission from the course instructors. Persons who assist cheating by sharing their work are also guilty of cheating.
- c. **Obtaining an unfair advantage:** (a) Stealing, reproducing, circulating, or otherwise gaining access to examination materials prior to the time authorized by the instructor; (b) stealing, destroying, defacing, or concealing library materials with the purpose of depriving others of their use; (c) unauthorized collaboration on an academic assignment; (d) retaining, possessing, using, or circulating previously given examination materials, where those materials clearly indicate that they are to be returned to the instructor at the conclusion of the examination; (e) intentionally obstructing or interfering with another participant's academic work; or (f) otherwise undertaking activity with the purpose of creating or obtaining an unfair academic advantage over other participants' academic work.

- d. **Fabrication:** Falsifying or inventing any information, data, or citation; presenting data that were not gathered in accordance with standard guidelines defining the appropriate methods for collecting or generating data, and failing to include an accurate account of the method by which the data were gathered or collected.
- e. **Falsification of records and official documents:** Altering documents affecting academic records; forging signatures of authorization or falsifying information on an official academic document.
- f. **Unauthorized access to computerized academic or administrative records or systems:** Viewing or altering computer records, modifying computer programs or systems, releasing or dispensing information gained via unauthorized access, or interfering with the use or availability of computer systems or information.
- g. **Recording class sessions and other program activities:** Recording classes, cultural activities, group meetings, language partner sessions, or other program activities is not allowed unless a specific medical or disability accommodation has been approved by CLS Program. If participants are interested in recording or photographing other program participants, language partners, or others, they should ask for permission before doing so.

Participants who engage in the above behaviors may be subject to immediate disciplinary action and considered for dismissal from the program (see [Section 23](#) and [Section 24](#)).

- 16. **Testing, Evaluation, and Survey Requirements** – Finalists are required to complete testing and evaluation or survey requirements, including a mid-program survey and a post-program survey.
- 17. **Language Testing** – Language testing for the program is conducted by Language Testing International (LTI), a division of the American Council on the Teaching of Foreign Languages (ACTFL). LTI will arrange for an Oral Proficiency Interview (OPI) examination to be conducted with an ACTFL-certified tester by telephone upon completion of the program. All CLS Spark participants will take an OPI upon completion of the program and will receive a certificate attesting to their proficiency level.

Missed OPI Fee: Participants who fail to take their post-program language test at the scheduled time will be responsible for any fees incurred. **The current penalty for a missed ACTFL OPI exam is \$60, but the cost is subject to change without further notice.**

Participants are also required to complete a short mid-program evaluation that must be completed by the stated deadline, and a post-program evaluation that is due **September 8, 2023**.

Upon successful completion of the program and all requirements by the stated deadlines, participants will receive an official certificate of completion from the U.S. Department of State, a certificate of Non-Competitive Eligibility, and an official ACTFL OPI score certificate.

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 CLS Spark, basic record keeping, and other needs that may be determined for program administration and/or evaluation. This data is stored and shared consistent with the CLS Spark 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 CLS Spark 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.

By signing these Terms and Conditions of Award, finalists indicate that they understand how test score and program evaluation data will be stored and used (see [Privacy Policy](#)).

18. **Academic Credit** – Credit for coursework completed on the CLS Spark summer program is issued through Bryn Mawr College. Before the beginning of the program, finalists must elect, through AIS Forms, either to request academic credit for their coursework or to waive their right to do so. After the start of the program, a participant may not alter the decision to receive or waive academic credit.

Participants who have requested academic credit and who have successfully completed the program will receive two units of undergraduate academic credit, equivalent to approximately four semester hours per unit. Successful completion of the academic program requires attendance for the duration of CLS Spark. Participants who withdraw or are otherwise unable to complete the program, including for disciplinary reasons, may not be eligible for academic credit; partial credit is not given.

In the event that a participant must finish the program early, academic credit may be awarded, provided that all of the following conditions have been met: the reason for the early completion of the program must be approved by CLS Spark staff and the U.S. Department of State; the participant must have attended over 87% of the summer institute before leaving the program; required work for the program must be completed within three weeks of the final program date; and CLS Spark instructors must have the ability and capacity to complete the assessment of the participant's work. Participants must achieve passing grades in their courses in order to earn academic credit.

Finalists are advised that not all institutions may accept academic credit from another institution. Finalists should work with the study abroad office or office of the registrar at their home institutions to determine the procedures for transferring academic credit for CLS Spark. In many cases, it is important to do this before the start of CLS Spark.

At the end of the summer program, CLS Spark Institute Directors submit lists of grades from each institute to American Councils. These grades are converted from the grading scale used by the host institution to the Bryn Mawr College four-point scale. Upon successful completion of CLS Spark, grades are forwarded to the Bryn Mawr College Registrar. Grades usually become available eight to twelve weeks after the conclusion of the program. Once all post-program requirements have been completed, transcripts can be requested by following the instructions outlined on the Bryn Mawr College website: www.brynmawr.edu/registrar/.

Participants may appeal a final course grade if they 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 Spark@americancouncils.org by December 31 of the year the program was conducted. Grade appeal requests received after the December 31 deadline will not be accepted. The appeal request should include participant name, program language and location, year, course name, and the reason(s) for contesting the grade. The request should also include any supporting documentation deemed relevant to the appeal.

No appeals will be undertaken for participants who have violated the CLS Spark Terms and Conditions or have outstanding program requirements, including but not limited to payment, evaluations, and testing. Appeal requests will be accepted when all program requirements are met.

19. **Internet and Media Guidelines** – Participants who share their CLS Spark 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 CLS Spark or the U.S. Department of State. Participants must agree to adhere to CLS Spark Internet and Media Guidelines on AIS Forms as a condition of participation in CLS Spark.

20. **Personal and Program Property** – Participants are responsible for safe-guarding stipend funds. Lost or stolen stipend funds, equipment, or other property cannot be replaced by CLS Spark.
21. **Sexual Harassment Policy** – The CLS Program, including CLS Spark, is committed to maintaining high standards of conduct and an environment for participants and staff that is free from sexual harassment. Finalists must review the CLS Sexual Harassment Policy and agree to adhere to the policy provided on AIS Forms as a condition of participation in the CLS Program. Participants and staff are prohibited from engaging in sexual misconduct, including sexual harassment, which includes unwelcome sexual advances, requests for sexual favors, or other spoken, written, or physical conduct of a sexual nature when such conduct has the purpose or effect of interfering with an individual's participation in the program or creating an intimidating, hostile, or offensive environment. Depending on the severity of the incident, disciplinary actions for sexual harassment by a participant may include a warning, probation, or a termination of the CLS Spark award (see [Section 23](#) and [Section 24](#)).

If a participant reports to CLS Program staff that harassment has occurred on the CLS Program, or if CLS Program staff otherwise learns of a sexual assault or sexual harassment incident, CLS Program staff will provide prompt support and assistance. CLS Program staff are required to report the incident to their supervisor or program director. Known incidents must also be reported to the U.S. Department of State. Participants should review the CLS Sexual Harassment Policy for information regarding resources that they may access directly, and that will not result in communication about the incident to the CLS Program or U.S. Department of State.

22. **Prohibited Activities** – The following activities are prohibited while participating in CLS Spark, and will result in disciplinary action, including possible dismissal from CLS Spark (see [Section 23](#) and [Section 24](#)):
 - a. **Violation of local or U.S. law.**
 - b. **Violent, abusive, disruptive, inappropriate, or offensive behavior** against others, including but not limited to faculty, staff, participants, language partners, or host community members, including:
 - Any form of verbal abuse, bullying behavior or cyberbullying, including the use of profanity, derogatory or degrading comments, obscene gestures, or threats; and
 - 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.
 - c. **Culturally insensitive or disrespectful conduct, including, but not limited to, the following:**
 - Behavior, including online activity, that impairs current program, diplomatic, or cultural relations or could have an adverse impact on future relations between the U.S. Department of State and its CLS Program and the partner institution, partner country/location, program staff, or other partner organizations;
 - Engaging in any behavior, including online activity, that is considered culturally offensive to the host country and its population; or
 - Initiating conversations, including online discussions, on topics that are considered inappropriate or offensive for discussion with program staff, language partners, fellow participants, and/or members of the host community.
 - d. **Sexual harassment** (see [Section 21](#)).
 - e. **Academic misconduct** (see [Section 15](#)).

- f. **Violations of Internet and Media Guidelines (see [Section 19](#)).**
 - g. **Consumption of alcohol or use of drugs during classes or any program activities, or participation in class or a program activity under the influence of alcohol or drugs.**
 - h. **Engaging in any proselytizing activities in the virtual institutes.**
23. **Disciplinary Measures** – CLS Spark reserves the right to carry out disciplinary measures for inappropriate and prohibited conduct as outlined in this document. CLS staff may carry out appropriate disciplinary measures based on an assessment of the severity of the offense after consultation with the U.S. Department of State.

When a CLS staff member receives information about any suspected incident of prohibited activities, violation of CLS Spark policies or Terms and Conditions, or other inappropriate behavior involving a participant, CLS staff will take appropriate steps to investigate and to resolve the matter promptly and equitably. Depending on the nature of the incident, investigation may include interviews, review of written materials or recorded information, and any other reasonable steps necessary to investigate the incident. Any investigation may have reasonable limits based upon the length of the program, financial resources, access to information, faculty and staff availability, and U.S. law.

In the case of a minor policy infraction, a participant may receive a written warning outlining the nature of the infraction. Two or more minor infractions or major policy violations may result in being placed on probation. A participant placed on probation will receive a written notice regarding the nature of the policy violation(s) and requirements for continued participation in the program. A participant may contest the warning or probation by submitting a written statement, via paper submission or email, to CLS staff. CLS staff will review the case and provide a written response, which will be the final determination of disciplinary measures for the particular incident. The terms of any probation notice remain in effect during the review period.

In the case of a single incident comprising multiple infractions, or if CLS representatives deem one violation of program policy to be of great significance or severity, a recommendation for immediate termination of the award may be presented to the U.S. Department of State (see [Section 24](#)). All warnings and probation letters will be provided to American Councils and the U.S. Department of State.

24. **Termination of the CLS Spark Award** – Decisions concerning termination of a CLS Spark award will be made by the U.S. Department of State upon the recommendation of, and in consultation with, CLS staff and American Councils. CLS staff and American Councils have primary authority for recommending that the U.S. Department of State terminate a CLS Spark award.

Grounds for termination of the CLS Spark 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 for reasons other than approved absences; (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 Spark Terms and Conditions of Award; (6) material 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, CLS Spark or the CLS Program into disrepute; (8) for U.S. military personnel, failure to receive requisite approvals to participate in the CLS Program; (9) acts likely to give offense to the host country; (10) engaging in a prohibited activity described in [Section 22](#) and/or (11) failure to comply with the terms of probation.

Dismissal for Medical Concerns: A cumulative total of 20 hours, or four consecutive days, missed from the academic program without approval as the result of a medical issue (mental or physical) may result in a

recommendation to the U.S. Department of State for termination of the CLS Spark award. In the event that a medical issue impedes a participant's ability to attend classes or participate fully in program activities unless approved otherwise, a recommendation may be made to the U.S. Department of State for termination of the CLS Spark award.

In the event that a physical or mental health condition impedes a participant's ability to attend classes or program activities and the student wants to continue to participate in CLS Spark, the CLS Program in consultation with the U.S. Department of State may require the participant to submit a medical evaluation of the participant's ability to fulfill the terms of the program. As part of this evaluation process, a participant may be required by CLS staff to seek additional treatment as a condition of staying in CLS Spark. Failure to comply with a medical evaluation requirement may result in a recommendation for termination of the CLS Spark award. If, after a medical evaluation, the participant's ability to participate fully in classes and program activities is still impeded and such absences have not been approved, a recommendation may be made to terminate the CLS Spark award.

Procedure for the termination of the CLS Spark award: The CLS Program reserves the right to suspend or terminate a participant's CLS Spark participation immediately for severe violations or medical incidents or conditions.

During a suspension, or when immediate termination of the award is otherwise not necessary, (1) the participant will be placed on probation and informed that termination of the award is a possibility, as well as the bases for possible termination; (2) the participant will have a reasonable opportunity to provide relevant information in writing pertaining to the condition, incident, or behavior at issue; (3) American Councils, in consultation with the CLS partner institute, will prepare a written statement explaining the reason(s) for the recommendation of termination, with all relevant documents, including the participant's statement, for review and evaluation by the U.S. Department of State; (4) the U.S. Department of State will inform American Councils of its final determination; (5) American Councils and the CLS institute will inform the participant in writing of the decision to terminate the award and the reasons therefore.

25. **Withdrawal from CLS Spark** – Participants may withdraw from CLS Spark at any time. If a participant withdraws from CLS Spark at any point after signing the Terms and Conditions of Award for any reason other than a documented critical incident (e.g. medical or family emergency) approved by the U.S. Department of State, the participant may be responsible for the repayment of a pro-rated portion of the stipend issued for the program.
26. **Result of CLS Spark Withdrawal or Termination** – Subject to fulfillment of CLS Spark conditions in [Section 14](#), after a decision to withdraw from the program or termination of the CLS Spark award, participants may be considered as not having received the award and will not receive program certificates, or be conferred alumni status. Participants who withdrew from CLS Spark or had their awards terminated are not eligible to receive automatic semi-finalist status in the subsequent overseas CLS Program selection process, although they may still apply for the overseas CLS award as part of the general applicant pool. Unless otherwise stated, the CLS Spark award will be considered to have ended when the U.S. Department of State has made the decision to terminate the award and this decision has been communicated to the participant.
27. **Privacy and Use of Personal Data** - Finalists have already shared (during the application process) and will be required to share some additional personal data before and during the program. CLS Spark shares information about participants under limited circumstances and with appropriate safeguards on privacy as detailed in the full Privacy Policy.

28. **Notifications and Consents** – Participants agree to allow the U.S. Department of State, American Councils, and individual CLS partner institutions to cite a participant's name, CLS language and language level, U.S. college or university, educational level (undergraduate or graduate), field of study, CLS institute, and the country/location in all print, broadcast and online publications, as part of the promotion of CLS Spark.

Participants agree to allow mailing and email addresses to be provided in annual notification letters to elected representatives, including members of the U.S. Congress, governors of U.S. states and territories, and the mayor of the District of Columbia. Elected representatives will be informed of the names and addresses of CLS Spark participants from their respective locales should they wish to congratulate them.

Participants grant permission to the CLS Program and its administrators to anonymously quote or publish sections of surveys and program evaluations in connection with CLS Spark activities including, but not limited to, staff and partner development, and CLS Program and CLS Spark promotion.

Participants hereby grant permission to the U.S. Department of State, American Councils, CLS Program and/or individual CLS institutes to photograph, film, reproduce, transcribe, or otherwise record and use (including release, publish, quote or broadcast) their image and/or voice in connection with the U.S. Department of State's public information programs and activities connected with the CLS Program and CLS Spark including, but not limited to, CLS Program and CLS Spark promotion.

Participants hereby give consent that any and all photographs and any other audio/visual materials taken by CLS Program and CLS Spark staff can be used in the promotion of the CLS Program, CLS Spark or other exchange programs by the U.S. Department of State, American Councils, CLS Program and/or individual CLS institutes through print, web, and/or social media platforms. Further, participants grant the CLS Program and its administrators perpetual, worldwide, royalty-free, and non-exclusive license to use, distribute, reproduce, modify, adapt, and publicly display materials provided voluntarily by participants to CLS Program staff.

29. **Waiver and Release** – Participants agree to hold harmless and waive any and all claims against the U.S. Department of State, American Councils, including the American Councils' Board of Trustees, the CLS Program, CLS Spark, and CLS partner institutions and their employees, agents, and instrumentalities and other institutions or individuals providing services for CLS Spark or the CLS Program, for illness, injury, accident, death, emotional distress, theft, loss or damage of personal property including theft or loss of data, legal issues, or other contingencies which may befall the participant during the program or in connection with the participant's activities while receiving support from this award. Such claims include, but are not limited to, (a) claims for personal injury, wrongful death, or property damage and (b) claims arising out of natural disasters, war, terrorism, third-party actions, local infrastructure failings or transportation, and civil disturbances. Insurance coverage for theft, loss, or damage of personal property is not provided by the CLS Program.

Participants agree to release and waive any and all claims against the U.S. Department of State, American Councils, including the American Councils' Board of Trustees, the CLS Program and CLS Spark, and CLS partner institutions and their employees, agents, and instrumentalities and other institutions or individuals providing services for the CLS Program which may arise out of failure to enter upon or to complete the outlined program, including as a result of termination of a participant's CLS Spark award. Participants also agree to release and waive any and all claims against the U.S. Department of State, American Councils or American Councils' Board of Trustees, the CLS Program and CLS Spark, and CLS partner institutions and their employees, agents, and instrumentalities and other institutions or individuals providing services for the CLS Program which may arise out of dissatisfaction with placement and other programmatic determinations for the CLS Program.

30. **Tax Responsibility** – Please be advised that some award monies are taxable, although there might be exemptions on certain items. The U.S. Department of State, American Councils, the CLS Program and CLS Spark, CLS Institutes or any of their affiliated partners 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 (<https://www.irs.gov>) or call 1-800-TAX-FORM (1-800-829-3676).

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 Spark requirements. Any special arrangements or requests to modify the Terms and Conditions of Award must be raised with American Councils **before accepting** the CLS Spark award.

In signing these Terms and Conditions of Award, I acknowledge having read and understood them fully. I agree to the expectations, requirements, and releases, consents and waivers laid out in the Terms and Conditions of Award and pledge to meet all expectations and requirements as a finalist and participant of CLS Spark. I certify that the information provided in all parts of the CLS application and acceptance process is truthful, and understand that any misrepresentation, omission of material information, or false answer may be grounds for termination of the CLS Spark award.

Signature

Printed Name

Date

Sexual Harassment Policy

The CLS Program, which includes CLS Spark, expressly prohibits sexual harassment in all of its programs. This policy applies to the conduct of all students, staff, and third parties that work with CLS Program and CLS Spark participants.

When CLS Program staff know of possible sexual harassment, they will take appropriate steps to investigate or otherwise determine what occurred. If an investigation reveals that a violation of this policy occurred, CLS Program staff 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.

Definitions

Sexual Harassment is unwelcome conduct of a sexual nature, which includes unwelcome sexual advances; requests for sexual favors; and other verbal, nonverbal, or physical conduct of a sexual nature that creates a hostile environment. Conduct is considered “unwelcome” if the student did not request or invite it and considered the conduct to be undesirable or offensive. Participation in the conduct or the failure to complain does not always mean that the conduct was welcome. This policy prohibits sex-based harassment by peers, employees, or third parties that is sufficiently serious to deny or limit a student’s ability to participate in or benefit from the CLS Program and activities (*i.e.*, creates a hostile environment). Harassing conduct may take many forms, including verbal acts and name-calling, as well as non-verbal behavior, such as graphic and written statements (including the use of cell phones or the internet), or conduct that is physically threatening, harmful, or humiliating. Unwelcome conduct does not have to include intent to harm, be directed at a specific target, or involve repeated incidents. The more severe the conduct, the less need there is to show a repetitive series of incidents to prove a hostile environment.

Examples of sexual harassment include: making sexual propositions or pressuring a program participant for sexual favors; writing graffiti of a sexual nature; displaying or distributing sexually explicit drawings, pictures, or written materials; performing sexual gestures or touching oneself sexually in front of others; telling sexual jokes; spreading sexual rumors or rating other students as to sexual activity or performance; or circulating or showing e-mails or websites of a sexual nature.

Gender-based harassment is another form of sex-based harassment and refers to unwelcome conduct based on an individual’s actual or perceived sex, including harassment based on gender identity or nonconformity with sex stereotypes. This policy protects all individuals from sex-based harassment, regardless of the actual or perceived sex, sexual orientation, or gender identity of the alleged perpetrator or complainant. Sexual harassment, including sexual misconduct, may occur between persons of the same or opposite sex.

Reporting

Program participants who are victims of sexual harassment, or who witness or learn of harassment, are urged to inform CLS Program staff. In addition to the designated program officer in Washington, D.C., participants are encouraged to contact the following staff, who have been designated as Coordinators under this policy, at any time, to report harassment:

Jeanette Owen, Senior Director, Critical Language Scholarship Program, American Councils for International Education: jowen@americancouncils.org
1828 L St. NW
Suite 1200
Washington, D.C. 20036
+1-202-833-7522

Becca AbuRakia-Einhorn, Director, Critical Language Scholarship Program, American Councils for International Education: becca.ae@americancouncils.org
1828 L St. NW
Suite 1200
Washington, D.C. 20036
+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 Coordinators have responsibility for compliance with this policy.

If participants report to CLS Program staff that harassment has occurred on the CLS program, or if CLS Program staff otherwise learn of harassment, staff will provide appropriate support 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:

- Pathways to Safety (formerly Sexual Assault Support and Help for Americans Abroad): Pathways to Safety provides sexual assault prevention & response regardless of age, race, gender, sexual orientation, or location worldwide. (Their crisis email is crisis@pathwaystosafety.org, see the Pathways to Safety website for additional resources at)
- 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/>)

These confidential resources will not report information to the CLS Program or U.S. Department of State. More information about confidentiality is provided below.

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 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 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, and educational options.

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.

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, targeted trainings 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 Senior Director or 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 of the 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 the President of 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 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 can respond appropriately. The CLS Program recognizes that reporting sexual harassment is often a painful, deeply personal matter. However, CLS staff are not confidential resources. CLS staff must report incidents of sexual 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 harassment. When a student reports an incident of sexual harassment to a CLS staff member, the CLS Program will take appropriate steps to investigate what happened and to resolve the matter promptly and equitably. 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 Senior Director or 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 in both virtual and overseas program sites.

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:** _____

Internet and Media Guidelines

Agreement to these guidelines is required for participation in the CLS Program, which includes CLS Spark.

With the myriad of internet and other social media platforms available (such as Facebook, Twitter, Instagram, WhatsApp, and Snapchat), CLS Spark participants have many opportunities to share their experiences with friends, family and the internet community. This brings positive attention to the CLS Program, including CLS Spark, and highlights the program's impact, not only on the CLS Spark participant, but on the host community as well.

To share CLS Spark experiences safely on the internet or through other social media platforms, participants are required to comply with the following and acknowledge receipt of this policy:

- **Be clear that participants are speaking for themselves.** Participants must not present their profile and content as representing the U.S. Department of State, or as in any way associated with the U.S. Department of State. Participants should make clear that the views and information presented are their own and do not represent the CLS Program and CLS Spark, the U.S. Department of State, American Councils for International Education, or the CLS partner institution.
- **Be mindful that participant conduct reflects on CLS Spark.** While participants in all U.S. State Department-sponsored academic exchange programs have full academic and artistic freedom to write, publish, and create, they are also expected to maintain a standard of conduct that is in keeping with the spirit and intent of the CLS Program – to increase mutual understanding between the people of the United States and the people of other countries.
- **Participants are personally responsible for their content.** When participating in social media, we urge participants to do so responsibly, exercising sound judgment and common sense. What is deemed culturally acceptable in the United States (or, more specifically, on the internet in the United States) may not be received well overseas. The use of disparaging language or images to describe the host country or its people can undermine the goals of the program. Participants may also be liable if they make postings which include confidential or copyrighted information (e.g., music, videos, text) belonging to third parties.
- **Participants must adhere to the CLS Spark Terms and Conditions Policy.** The use or posting of inappropriate, offensive, or culturally-insensitive online comments, photographs, videos, or other content as part of participation in CLS Spark is strictly prohibited and is subject to disciplinary action (see [Section 22](#) and [Section 23](#)).
- **Follow guidelines for sharing media with CLS staff.** Be careful sharing or posting any information that could infringe upon the proprietary, privacy, or personal rights of others, such as taking photographs or videos of others without their permission. If submitting a photograph and/or video to staff of the CLS Program, including CLS Spark, participants must confirm that they have a) secured permission from any individuals pictured and b) informed the individuals pictured that they plan to share the image and/or video footage with CLS staff, who may use the image and/or footage publicly.

Participants should contact American Councils for International Education if they have any questions.

By checking this box, I acknowledge that I have read and agree to the Internet and Media Guidelines Agreement set forth above.

Agreed

Privacy Policy

This Privacy Policy applies to personally-identifiable information, also known as personal data, collected from applicants, alternates, finalists, and participants in CLS Spark and used for the administration of the CLS Program, including CLS Spark. In this policy, CLS Spark institutes in each country 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 we have a reason to do so to facilitate the administration of the CLS Program, including CLS Spark.

Alternates, finalists, and participants of CLS Spark are required to share some personal data with us, including: contact information; education history; personal information and history; demographic information; and other information they choose to disclose to program staff or that is necessary for participant placement and any requests for disability accommodations.

How and Why We Use Personal Information

It is our practice not to collect personal data unless we need it or intend to use it for the purposes of administering the CLS Program, including CLS Spark. We use the information we collect to manage our programs and related alumni activities, as well as 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 and to respond to requests for accommodations, when necessary;
- To provide support to participants before and during our programs; and
- To facilitate CLS 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 in order to protect participant vital interests or those of another person;
- We have a legitimate interest in using your 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, including CLS Spark, 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 accommodations, when applicable;
- Facilitating program arrangements;
- Meeting our obligations and enforcing our legal rights.

How We Share Information

The CLS Program, including CLS Spark, 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 Spark and 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, including CLS Spark, 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 and CLS Spark at their request to facilitate their legitimate interest in the administration of the CLS Program and CLS Spark.
- **Partners, Employees, and Independent Contractors:** We may disclose information about participants to our partners, our employees, and individuals who are our independent contractors that 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 their direction. For example, we may share participant information with third parties with which they 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 any one participant.

Disability Accommodation Information

In order to facilitate our programs, the CLS Program and CLS Spark may share any information from a student's disability accommodation forms or information provided by participants to discuss accommodations that is necessary to facilitate accommodations.

In order to facilitate the students' participation in CLS Spark, the CLS Program shares limited personal data with prospective hosts, including students' ages, genders, and conditions that require specific accommodations as determined by CLS Program staff.

Testing and Program Evaluation Data

All CLS Spark participants are required to take an Oral Proficiency Interview (OPI) language evaluation, administered by Language Testing International, upon completion of the institute. In addition, all CLS Spark participants are required to complete mid-program and post-program evaluations.

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, gender, 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 partner institute staff and other third parties and vendors working with American Councils and the CLS Program, including CLS Spark to facilitate placement, to arrange accommodations, to comply with local laws, regulations and institutional policies, to otherwise administer CLS Spark, and in the case of emergency. The CLS Program may further share this information with Bryn Mawr College.

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 accommodation records and academic performance within CLS Spark and 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, 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 Spark and CLS Program tasks.

Contact Us

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

Becca AbuRakia-Einhorn, Director
CLS Program American Councils for International Education
1828 L St NW Ste 1200
Washington DC 20036-5136
cls@americancouncils.org
+1-202-833-7522