

## J1 SUMMER WORK TRAVEL PROGRAM

# Terms and Conditions

Participants' are required to understand all program terms and conditions. These terms are explained in detail on the following four (4) pages. Each page must be signed and uploaded as part of your application to confirm your understanding and commitment to the program.

### Program Purpose:

I understand that the purpose of the Summer Work Travel program is cultural exchange. The program provides me permission to work for approved US employers in order to subsidize my program costs and travel and to travel the US for up to 30 days after my program end date or until the program end date as specified by my home country and published by the Department of State. Engaging in cultural exchange activities is a requirement and I agree to take part and to document such activities with my sponsor.

### Program Eligibility:

1. I am at least 18 years of age.
2. I am currently (or at the time of application) a full-time student enrolled in an accredited, brick and mortar, post-secondary educational institution.
3. I have a basic command of the English language.
4. I do not have any pre-existing conditions that would hinder my ability to travel or to work.
5. I have access to necessary US funds to cover my expenses for housing, travel and other living expenses prior to my first paycheck.
6. I am free of any criminal convictions in the US and my home country.
7. I know of no reason why I may be refused a visa. I understand that certain circumstances may cause me to be refused a visa as outlined below. If I suspect that I may have problems, I have disclosed these reasons in writing to my sponsor and recruiting agency. If my visa is refused for reasons previously undisclosed, I understand that no refund will be given.
  - a. arrest or conviction of a crime;
  - b. applied to migrate to the US;
  - c. previously experienced US visa/immigration problems;
  - d. overstayed on a previous visit.

### Application Process:

1. As part of the J1 application process, I must provide complete and truthful information.
2. I understand that as part of the application process I must supply to my sponsor the following:
  - a. A copy of my passport with biographical information (valid date for up to 6 months after the program end date),
  - b. Two (2) written and verifiable professional references from employers, teachers, ministers, etc. dated within 24 months of application (references from friends and family will not be accepted), OR letter of reference from the host employer if returning.
  - c. Documented proof of current student status,
  - d. Police background clearance results obtained within 12 months of application,
  - e. Medical Health Screening (obtained within 12 months of application),
  - f. These signed program terms and conditions,
  - g. A copy of an approved and signed job offer.
3. I understand that my sponsor and Recruiting Agency cannot be held responsible for delays or denials in visa issuance. The final discretion to issue the visa lies with the US Consulate.
4. If my visa is denied, I can apply for reconsideration through the embassy at my own cost.

### Program Requirements:

1. I understand that a pre-departure orientation is required for all program participants not citizens of visa waiver countries. I understand that failure to review this important information and to sign the summary confirmation may result in the cancellation of my program with no refund of program fees.
2. I understand that my visa sponsor issues forms DS2019 and is responsible for the program operation. My visa sponsor is indicated in section 2 of my DS2019 and a direct contact number for my sponsor is located in section 7.
3. I understand that my sponsor is responsible for providing support services in the US. If I have questions or experience problems during my program participation, I can call the toll free number 855-J1 STAFF (855-517-8233) for assistance and/or advice and to be connected to my sponsor.

4. I understand that my sponsor reserves the right to close the program at short notice or to cancel anyone from the program if a situation arises where this is necessary.
5. I understand I am subject to all US local, state and federal law and I agree to abide by them. I am aware that stealing/shoplifting is a serious offense that can and does lead to possible jail time. My sponsor will provide advice and support if I am arrested, but any and all legal fees are my responsibility.
6. I understand my program can be shortened or terminated at the discretion of my sponsor if I behave in a way that violates program rules, causes dishonor to the employer, the sponsor or the Exchange Visitor program or is considered to be unethical or dishonest.
7. I understand that if my program is shortened or terminated, I will lose permission to work immediately.
8. I understand that if my program is terminated, I will need to leave the US immediately at my own cost. I further understand that termination of my program can negatively affect my ability to obtain future visas.
9. Despite reasonable efforts made by my sponsor to provide for a positive program experience, my sponsor cannot guarantee that I will not experience problems or difficulties; these may be temporary or may require me to return to my home country. Such problems may include but are not limited to work related issues, job loss, housing problems, Social Security related problems or program termination. My sponsor will make all reasonable efforts to assist me, but a positive outcome cannot be guaranteed.
10. I understand that I am permitted to travel for up to 30 days after my program end date as indicated in Section 3 of my DS2019 form or until the program end date as specified by my home country.
11. I understand that travel outside of the US within the form DS2019 dates whether for employment purposes or personal day off, is permitted without travel validation if traveling to a contiguous territory or adjacent island. I understand that my forms DS2019 will permit me re-admittance to the United States and does not permit me entry to any neighboring countries. If travel validation is required, I must submit my forms DS2019 to my sponsor with a prepaid self-addressed envelope for its return to me at least 2 weeks prior to departure. Failure to have this signature may result in an early end of my program at the port of entry and the inability to return to the US on this program.
12. I understand that the Department of State has defined program dates based on country or origin and requires a minimum three (3) week and maximum four (4) months program length. The permitted program dates define my participation in the program and are subject to change. I understand that I am required to adhere to these dates. Exceptions cannot be made regardless of University acknowledgement and working beyond those dates is in violation of program regulations.
13. I understand that my visa is only valid for seasonal work that is approved by my sponsor. I cannot accept employment in unapproved positions including those listed as prohibited jobs or those governed by other visa regulations such as a camp counselor or au pair.

#### **Reporting Requirements:**

1. I understand that I must notify my sponsor immediately in the event that my passport details change, there is a change in my health that would hinder my participation, or there is a change in my departure date for ANY reason.
2. If my visa is denied, I must contact my sponsor. I have the option of reapplying at my own expense, but I must let my sponsor know of my intention and must update my sponsor with the results of the second embassy decision.
3. I must inform my sponsor immediately if my planned date of entry to the US changes in any way. A change in my arrival date may require an adjustment to my SEVIS record and may require an extension of medical insurance. If applicable, I will pay for an extension of my medical insurance. Failure to extend medical insurance coverage for the entire length of my program will result in the termination of my visa. Replacement/reissuance for my forms DS2019 can be requested at the replacement/reissuance cost as outlined.
4. I am required to complete an initial "check in" to report my arrival and confirm my US details within 5 days after the start-date in section 3 of my DS2019. This will permit my sponsor to "validate" my arrival and change my visa status to "active." If I fail to do this within 10 days of the program beginning date indicated on my DS2019 (not my arrival date), my sponsor will be required to terminate my program. At that time, I will NOT be eligible to work and will need to return to my home country immediately at my own cost. I further understand that I may be unable to apply for a Social Security Number unless I have checked in and my visa status has been made "active" for at least 10 days prior to my application.
5. I am required to "check-in" on the 1<sup>st</sup> and the 15<sup>th</sup> of each month within my program dates indicated on my forms DS2019. I am required to report in each "check in" changes in US address, program concerns and cultural exchange activities /events for which I have engaged.
6. I understand that it is required to maintain communication with my sponsor. I must provide my sponsor with a working US telephone and email address. I understand that I must respond to any and all sponsor communication within 5 days of receipt and if I fail to respond, my sponsor is required to terminate my program. If terminated, I am required to return home immediately at my own cost.
7. I understand the US government requires that SEVIS has my correct and exact details on file and that I must update my sponsor each and every time that my address or contact details change. If I fail to do this, my sponsor is required to terminate my visa.

**Work:**

1. I understand that accepting or engaging in unapproved employment will result in program termination. I understand that I do not have permission to accept any employment unless and until it has been reviewed and approved by my sponsor. My employer must be willing to submit to my sponsor the following:
  - a. Employer Eligibility Survey
  - b. Employment Agreement
  - c. Copy of the Employer's Business License
  - d. Copy of the Employer's Workman's Compensation Policy Page.
2. I understand that when I accept a job with an approved employer, I agree to do my best, abide by the terms of my contract, to comply with the employer rules and company policies and behave honestly, courteously and responsibly.
3. I understand that it is critical that I arrive in time to begin work on the prearranged start date. I must notify my employer and J1 sponsor immediately if there are reasons that would delay my travel. Failure to arrive on the agreed start date will be considered an automatic breach of program conditions and may result in the termination of my employment contract.
4. Upon successful completion of my program, I am permitted to travel for up to 30 days after my program end date as indicated in Section 3 of my DS2019 form or until the program end date as specified by my home country but I cannot accept employment during that time.
5. I will do my best to work out any problems and concerns regarding my job, co-workers or supervisor with my employer. I will update my J1 sponsor and request further assistance when necessary. My sponsor will endeavor to assist me.
6. I understand that if I voluntarily or involuntarily leave my initial place of employment, I must contact my sponsor immediately. My sponsor reserves the right to consider the reason for my departure and will either endeavor to find alternate employment, end my program early or terminate my program. Although my sponsor may assist me in finding alternate acceptable employment, it is not guaranteed. If alternate, acceptable employment cannot be secured within 10 days, my program will be ended early unless I can confirm that I have access to adequate funds to continue sustaining my living expenses and have requested to continue seeking employment. If I successfully complete my program I am entitled to the 30 day grace period or until the program end date as specified by my home country for travel. If my program is terminated, I must return to my home country immediately at my own cost.
7. I understand that I do not have permission to accept alternate or additional employment unless and until it has been reviewed and approved by my sponsor. Accepting or engaging in unapproved employment will result in program termination.
8. I understand that the salary/wages that I have agreed to in my contract are subject to applicable state and federal taxes and my paycheck may differ from my contracted wages. I understand that I may be eligible for a US tax return. I can file independently or I can contact a tax assisting company recommended by my sponsor for refund assistance.
9. I understand that most US summer camps are exempt of minimum wage and overtime. If accepting work in a US summer camp, I may be paid a set salary regardless of my hours. Most summer camp support staff work averages 50-60 hours per week.

**Third Party Fees:**

1. Recruiting Fees: If I am working with a Recruiting Agency, I assume responsibility to pay recruiting fees as outlined clearly by my Recruiting Agency.
2. SEVIS: There is a SEVIS fee currently of US\$35 (nonrefundable) payable to US Homeland Security. (A credit card is required to process this fee.) I am responsible for this fee whether I make payment myself or my Recruiting Agency makes payment on my behalf.
3. Embassy Application: There is an embassy application fee currently of US\$160 (non refundable) payable to the US Embassy. The amount can change at any given time by the US Embassy. Transportation to and from the US Embassy is my responsibility.
4. Medical Insurance: I agree to obtain medical insurance through my sponsor's approved medical provider at a monthly fee of US\$60.

**Other Fees/Financial Obligations:**

1. If my visa is denied, I can apply for reconsideration through the embassy at my own cost.
2. I understand that a replacement/reissuance of my DS2019 due to misinformation provided by me or my Recruiting Agency, or loss or damage of my original forms DS2019 will cost me US\$100 plus courier fees.
3. I understand I am responsible for all travel, lodging, personal or incidental expenses related to the day-to-day living while in the US.
4. I confirm that I possess or have access to at least US\$800 if working in summer camps and US\$1200 (over and beyond housing/leasing agreements) if working in other locations for unforeseen medical/travel emergencies and basic living expenses prior to receiving my first paycheck. I further confirm that I have additional financial support in my home country that can assist me in case of unexpected job loss or emergency.

5. I understand that if my visa status requires reinstatement, I am liable for a US\$100 administrative fee in addition to courier and the reinstatement fee assessed by the Department of State.
6. I understand that I am responsible for transportation to my final destination. In cases where an employer provides transportation assistance, I am responsible to be at the pick up location on the day and time outlined. I understand that I may not be the only person to be picked up on that day and that I may need to wait as other travelers are expected. If I choose to arrange travel prior to my contract date or arrive outside of employer established hours, I am responsible for my own expenses of lodging and travel.

**Medical Insurance:**

1. I understand that I must be insured for my entire program. I am responsible for reading all policy details and for fully understand the policy coverage and conditions. I have the right to call my sponsor or the insurance carrier to clarify coverage details where I have questions. I further understand that this medical insurance is NOT medical aid and does not cover pre existing conditions or emergency room visits for illness that do not result in hospitalization. I understand that any pre existing conditions must be disclosed and if necessary, secondary insurance coverage must be secured at my expense prior to sponsor approval and acceptance into the program.
2. I agree to keep with me the medical insurance toll free number.
3. In the case of a life-threatening emergency, I will call 911 or go to the nearest hospital.
4. I understand that when medical attention is necessary in non-life threatening cases, it is recommended that I contact my insurance company for assistance before going directly to a hospital and will follow the instructions they provide.
5. Co-pays and medical expenses incurred outside of the policy outline or the approval process are expensive and my responsibility.

**Housing:**

I understand that I must supply my sponsor with complete housing details regardless if I am residing in employer supplied housing, in a leased apartment, or in a home with family/friends.

**Participant Declaration:**

I agree to all terms as outlined herein and have provided true and accurate information as part of my application. I understand that any false declaration may result in forfeiture of my place in the Summer Work Travel Program with no entitlement to any refund. I have no intention of staying in the US after the final date permitted by this program. I understand that any problems and expenses caused through my deviation from these and other sponsor instructions are my own responsibility.

\_\_\_\_\_  
PRINTED NAME OF PARTICIPANT

\_\_\_\_\_  
DATE (MM/DD/YYYY)

\_\_\_\_\_  
SIGNATURE