

J1 SUMMER WORK TRAVEL PROGRAM (WINTER PROGRAM)

Terms and Conditions

Participants are required to understand and abide by all program terms and conditions outlined herein prior to accepting employment.

Program Purpose:

I understand that the purpose of the J1 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. I understand that not all cultural exchange activities are free and I am responsible for associated costs if I attend.

Program Eligibility:

1. I am at least 18 years of age.
2. I am sufficiently proficient in the English language to successfully interact in an English-speaking environment.
3. I am currently (or at the time of application) a post-secondary school student enrolled in and actively pursuing a degree or other full-time course of study at an accredited classroom based, post-secondary educational institution outside of the US.
4. I have successfully completed at least one semester or equivalent of post-secondary academic study.
5. I do not have any pre-existing conditions that would hinder my ability to travel or to work in a camp setting or other approved general/seasonal employment.
6. I have access to necessary US funds in the amount of US\$1200 (in cash, credit card, travelers check, or parental guarantee) over and beyond rent and housing deposits for unforeseen travel delays, medical emergencies, and/or loss of employment. 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.
7. I am free of any criminal convictions in the US and my home country.
8. I understand that certain circumstances may cause me to be refused a visa (or cause for additional documentation at the embassy's request for consideration) that include but are not limited to an arrest or conviction of driving under the influence or driving while intoxicated or similar arrest/convictions occurring in the previous five years, arrest or conviction of other crimes, an application to migrate to the US, previously experienced US visa/immigration problems or overstay on a previous visit.
9. If I suspect that I may have problems, I must disclose these reasons in writing to my sponsor. If my visa is refused for reasons previously undisclosed, I understand that no refund will be given.

Application Process:

1. I understand that 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 CV with photo,
 - b. A copy of my passport with biographical information (valid date for up to 6 months after the program end date),
 - c. At least one (1) 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.
 - d. Documented proof of current student status,
 - e. Original and translated police background clearance results (obtained within 12 months of application or more recent at employers request) (where required),
 - f. Medical Health Screening (obtained within 12 months of application or more recent at employers request) (where required),
 - g. A copy of an approved and signed job offer,
 - h. Confirmation of pre-departure orientation, and
 - i. Confirmation of agreement to these program terms and conditions.
3. I understand that my sponsor 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. I must contact my sponsor with my intention to reapply and with the final embassy decision.
5. I understand that if my visa is chosen for "Administrative Process," it may significantly delay my visa (weeks to months). I must contact my sponsor. If I do not receive approval prior to my contracted start date, my employer may withdrawal the job offer.

Program Requirements:

1. I understand that I am permitted to participate in the Exchange Visitor Program for a minimum of three (3) weeks and a maximum of four (4) four months as long as it is during my academic summer break and within the official summer break as determined by the Department of State. 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.
2. I understand that pre-departure orientation is required for all program participants and a copy of confirmation of such orientation must be on-file prior to my travels to the US. I understand that failure to review this important information and to sign and upload the summary confirmation may result in the cancellation of my program with no refund of program fees.

3. 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.
4. I understand that while some US states have laws permitting the use of Marijuana, employers can still request drug testing and you can be fired for such use.
5. 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.
6. I understand that if my program is shortened or terminated, I will lose permission to work immediately.
7. 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 future visas for myself and immediate family members.

Reporting Requirements:

1. Changes: I am required to report ANY changes occur in in the following at any time during my program:
 - a. Passport details
 - b. Health: I must report any changes in my health that would hinder my participation.
 - c. Travel: I must report any changes in entry or departure dates.
 - d. Housing: I must update my sponsor each and every time that my address or contact details change to up date my SEVIS record. If I fail to do this, my sponsor is required to terminate my visa.
2. Required Initial Check-Ins: 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 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 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.
3. I understand that I cannot apply for a Social Security Number unless I have checked in and my visa status has been "active" for at least 3-5 business days prior to my application.
4. Required Scheduled Check Ins: I am required to “check-in” on the 1st 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. If I fail to record a check in within a 30 day period and/or fail to report any changes in address or site of activity within 10 days, I am in direct violation of program rules and my program will be terminated. If internet is not available I must call to check in with my sponsor.
5. Sponsor Initiated Communication: I understand that it is required to maintain communication with my sponsor. I must provide my sponsor with a working US telephone and working 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.

Travel:

1. Travel Outside of the US within program dates as defined in section 3 of my forms DS2019:
 - a. To a contiguous territory or adjacent island: I understand that travel outside of the US within my program dates whether for employment purposes or personal day off, is permitted without travel validation if traveling. I understand that my DS2019 will permit me re-admittance to the United States on the current program but does not permit me entry to any neighboring countries.
 - b. Not to a contiguous territory or adjacent island: Travel outside of the US (not to a contiguous territory or adjacent island) during my program requires travel validation. I must submit my form DS2019 to my sponsor via Fed Ex with a prepaid self-addressed Fed Ex return label 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.
2. 30-day Grace Period:
 - a. I am permitted to travel within the US for up to 30 days after my program end date as indicated in Section 3 of my DS2019 form, often referred to as a “grace period” as long as it is during my academic summer break and within the official summer break as determined by the Department of State.
 - b. If I travel outside of the US during my grace period, my visa will void and I will not be permitted re-entry into the US on my J1 visa. I may need a visitor’s visa for return entry.

Work:

1. I understand that ANY and ALL employment whether primary or secondary must be approved by my sponsor prior to accepting. 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. Accepting and beginning unapproved work violates the regulations and will result in visa Termination.
2. I understand that some seasonal, residential employment is exempt of minimum wage and/or overtime. In this case, I will not receive minimum wage and/or I am not eligible to receive payment for overtime. In accepting work in residential employment, I may be paid a set salary regardless of my hours.
3. I am responsible for understanding the contract terms, including salary and uniform requirements PRIOR to accepting it. If I have questions about an offer provided, I am responsible for communicating with the camp to clarify information.
4. 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.
5. I understand that I am eligible to work a second job, but it cannot conflict with my primary contract and it must be vetted and approved prior to accepting employment.. Accepting employment prior to receiving approval will result in visa termination.

6. 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.
7. 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.
8. 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.
9. 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 and any cost in relocation is my responsibility. 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. Failure to report ANY and ALL changes in employment violates the regulations and will result in visa Termination.

Housing:

I understand that I must secure acceptable housing or have a plan for my housing before my sponsor will accept my participation. I understand that I must supply my sponsor with complete housing details to include address, # roommates, rent etc. and I must update my sponsor should my residential location change and I understand that in review of any new location, my sponsor may require me to secure alternate accommodations. I agree to update my sponsor of and all housing changes through the Check In process.

Medical Insurance:

1. I understand that I must be insured for the entire program as defined in section 3 of my forms DS2019.
2. While coverage is not "required" for travel that I schedule before or after my program dates, I understand that my sponsor encourages me to extend the coverage. If I choose not to extend my medical insurance I understand that should an injury or illness occur I will be responsible for the full cost of care and medical care in the US can be extremely expensive.
3. I understand that I must contact my sponsor to arrange extended coverage. I am responsible for any additional charges that may result in the extension.
4. I am responsible for reading the policy wording on receipt of my insurance certificate and fully understand the policy coverage and conditions.
5. I 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. 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.
6. I agree to keep with me the medical insurance toll free number.
7. I understand that when medical attention is necessary in non-life threatening cases, I should contact my insurance company for assistance before going directly to a hospital and will follow the instructions they provide. Emergency room co-pays are expensive and will be my responsibility.
8. In the case of a life-threatening emergency, I will call 911 or go to the nearest hospital.
9. Co-pays and medical expenses incurred outside of the policy outline or the approval process are expensive and my responsibility.

Financial Obligations:

1. Sponsorship Fees: US\$1000. Sponsorship fees are nonrefundable once visa is approved. Sponsorship fees are refundable minus \$250 administrative processing and any applicable bank transfer costs should the visa be denied or the program cancelled after issuance of forms DS2019 and before visa approval.
2. Placement Fees: Where participants accept jobs with ACES pre-approved employers, participants pay an additional \$200 US placement fee. Placement fees are nonrefundable once employment is accepted.
3. Courier Fees: Courier fees for shipping will apply and will vary by country. Courier fees are nonrefundable.
4. SEVIS: SEVIS fee currently of US\$35 (nonrefundable) is payable to US Homeland Security. (A credit card may be required to process this fee.) Details can be found at <https://fmjfee.com/i901fee/index.html>. I am responsible for this fee. I can elect to have my sponsor pay this for me with an additional administrative fee.
5. Embassy Application: (Not required for Canadian Citizens) The embassy application fee is currently US\$160 (non refundable) and is 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.
6. Medical Insurance: I agree to secure medical insurance through my sponsor's approved medical provider at a monthly fee of US\$60. I understand that coverage during my program dates is required, but coverage for my entire travel is recommended. Medical insurance rates are subject to change.
7. Other Potential Program Related Costs.
 - a. If my visa is denied, I can apply for reconsideration through the embassy at my own cost.
 - b. I understand that a replacement/reissuance of my DS2019 due to misinformation provided by me, or loss or damage of my original forms DS2019 will cost me US\$100 plus courier fees.
 - c. I understand I am responsible for all travel, lodging, personal or incidental expenses related to the day-to-day living while in the US.
 - d. 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.

- e. 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.
- f. *I understand that if the employer provides transportation, 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.*

Compensation:

Salary. 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 and I can contact Tax Back for refund assistance.

Other:

- 1. 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.
- 2. 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.
- 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) or the number listed on my form DS2019 for assistance and/or advice and to be connected to my sponsor.

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