

EXPERIENCE INTERNATIONAL

PO Box 894 * Bellingham, WA 98227-0894 * USA Tel: 360-966-3876 Fax: 360-966-4131

Email: ei@expint.org * Web: www.expint.org



J-1 Exchange Visitor: Obligations and Responsibilities Contract

As a participant in the Experience International (EI) Exchange Visitor (EV) Program, I agree to:

- 1. Provide full disclosure at time of application of (1) any prior legal problems and (2) any mental or physical health issues, including pregnancy or physical/emotional restrictions.
- 2. Provide copies to EI of all binding contracts, offer letters, agreements, and similar documents issued by the host employer.
- 3. Authorize EI to collect my personal data for the purpose of vetting my background and determining eligibility for the EV program. I authorize EI to share my CV and Cover Letter with prospective hosts, if I am not self-placed, for the purpose of placing me.
- 4. Contact EI *within 48 hours* of my arrival in the U.S. and verify my local U.S. address, phone number, and start date *within 10 days* of arrival. (Address must be verified before the training or internship can begin.)
- 5. Authorize EI to obtain my online I-94 and other travel history records for screening, vetting, and documentation purposes.
- 6. Recognize that my wage/compensation may not cover all expenses while in the U.S. It is my responsibility to budget accordingly for the program and bring sufficient funds to the U.S. in order to meet all financial obligations assumed while on the program.
- 7. Arrange for and pay for my own housing, food, personal expenses and utilities unless stipulated otherwise in the Confirmation of Placement (this is the contract EI draws up between you and the host). In cases where the host provides housing, the housing is only for the duration of the training program. If the program ends early, the housing also ends early.
- 8. Pay for international and non-work-related travel including: travel to the placement site, travel between placement sites in the event of a placement change, and travel from placement site to my next destination outside the United States upon program completion (unless otherwise stipulated in Confirmation of Placement).
- 9. Have enough funds available on hand at all times to pay for a ticket to my home country in case of emergency or termination of program.

- 10. Not overstay my visa, change my visa status, seek to change visa status, consult with a staffing/employment agency or immigration attorney, or get married while on the program or during my grace period.
- 11. Respond to all outreach from EI and follow through on paperwork requested, including reports and payments, in a timely manner, without repeated reminders. (Schedule of expected reports is contained in Orientation Manual, provided prior to arrival.)
- 12. Make every reasonable effort to take advantage of and learn from the training and intercultural opportunities possible through the program; act as an "ambassador" representing my home country; and uphold an appropriate code of conduct, including truthfulness and ethical behavior. (Lying is not tolerated.)
- 13. Act in a way that upholds the spirit of the program and does not discredit my host, home country, Experience International, or the J-1 Exchange Program.
- 14. Follow the training activities outlined in the Training and Internship Placement Plan (DS-7002). (The DS-7002 is provided to you prior to your embassy/consulate appointment. See <u>J-1</u> Exchange Basics for info about process.)
- 15. Notify EI immediately of any concerns about, changes in, or deviations from the DS-7002 and Confirmation of Placement, including hours worked, pay, overtime, housing, supervisor, location or training activities.
- 16. Notify EI immediately of any emergency, injury, accident, traffic infraction, crime, legal issue or health problem that occurs during the course of my program. This includes concerns about safety or sexual harassment.
- 17. Notify EI of any change in housing, physical address, e-mail, mailing address and phone number *within 10 days* of the change.
- 18. Follow safe work practices, ask for instruction when in doubt, use appropriate personal protective equipment, and promptly inform host and EI of concerns relating to repair and maintenance of equipment and machinery or work practices.
- 19. Report to host mistakes I've made or damage I've caused. (Be aware that a drug test <u>may</u> be required prior to first day of work or in the case of a workplace accident or damage.)
- 20. Operate motor vehicles only: (1) with proper insurance coverage as required by State Law; (2) with a valid driver's license recognized by my State; (c) without the influence of alcohol or other drugs, and (d) in a safe manner.
- 21. Obtain a U.S. driver's license if I am driving a vehicle and my program is longer than three months, unless an alternate arrangement is made with EI.
- 22. Not be away from the placement site or absent from the training for more than 30 consecutive days. Any days away must be pre-approved by host, but may <u>not</u> exceed 30 consecutive days or include more than one 30 day period away from training.

- 23. Abide by local and state laws, as well as the <u>Federal Regulations</u> for the J1 Exchange Visitor Program. This includes not using illegal drugs and only drinking alcohol in moderation and if over the age of 21.
- 24. Not seek unauthorized employment while in the United States, not receive money from anyone but the assigned host, and remain with assigned host for the duration of the program. (This visa is only for the purpose of the training outlined on the DS7002 and with the host assigned on the DS7002. You may not leave the host site early unless permission is first obtained from EI.)
- 25. Maintain health insurance coverage from arrival to departure date. Health insurance must be J1 visa-compliant and be provided by EI (or an authorized partner organization).
- 26. Undertake academic study only if it is part of my original DS7002, is limited to one academic quarter or semester, and is on a non-degree-seeking basis.
- 27. Comply with the program start and end date listed on the final DS2019 (Certificate of Eligibility). I will not begin work before the start date and will not work, volunteer, or receive benefits from host after the program end date. (El will issue the DS2019 prior to embassy appointment.)
- 28. Provide proof of planned departure from the U.S. (flight itinerary) and legally depart the United States within 30 days of my last day of training. I will use the 30 day "Grace Period" only for the purpose of travel and concluding my affairs in the U.S.
- 29. File a federal Tax Return on wages or stipend earned (1040NR or 1040NREZ) and State or Local Tax Returns as required (covered in Orientation Manual, provided prior to arrival).
- 30. Maintain and leave my housing in a clean state and in good repair.
- 31. End my program early and depart the U.S. if 1) I have an accident or other mental, emotional, or physical health issue that requires more than three weeks of recovery or limits my ability to achieve the objectives of the DS7002 or 2) I learn of being pregnant while in the U.S.
- 32. That I have received and understand <u>J-1 Exchange Basics</u> which includes information about Section 212E, prohibited activities in J-1 programs, and the Two-Year gap requirement.
- 33. That I have received and agree to the itemized <u>J-1 Schedule of Fees</u> (listing all EI program costs) and the itemized costs of my in-country partner organization (if using). I agree to the Refund Policy outlined on the "J-1 Schedule of Fees" as follows:
 - a. In case of visa denial or withdrawal from program before start date:
 - i. EI will refund a portion of the "Program Fee" (outlined on Schedule of Fees) and all insurance payments.
 - ii. No refunds will be made in cases where information has been falsified or withheld.
 - iii. The administrative fee, visa application fee and SEVIS fee are non-refundable.
 - b. In case of early departure or termination from program:
 - i. No portion of program fee will be refunded.
 - ii. If you violated any terms of this contract or the federal regulations governing the program, you will not be refunded anything, (even host fees if you paid those on behalf of your host).



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J-1 Exchange Visitor: Obligations and Responsibilities Contract Signature Page

I certify, with my signature below, that I agree to abide by all terms, obligations, responsibilities and policies outlined in the "J-1 Exchange Visitor: Obligations and Responsibilities Contract" and that the information I provided in my application materials is complete and true.

I understand that violating any terms of this contract may result in immediate <u>termination</u> of the visa and withdrawal of sponsorship. If my program is terminated, I must immediately leave the U.S. or I will be in the U.S. illegally and subject to deportation. I understand that termination has an adverse effect on any future travel to the U.S. and terminations are reported to the Department of State and the Department of Homeland Security.

Release of all Claims

- i) In consideration for being granted the opportunity to participate in the Experience International program and for the use of services and facilities furnished by or made available through the program; I release and forever discharge for myself and heirs, executor, administrators, assigns, and other third parties; the U.S. State Department and the Experience International Board of Directors, officers, agents, and employees of Experience International who arranged, advised or supervised the scheduling, placement, or any other function of the EI program and its activities, from all claims, demands, actions and causes of action for personal injury or any other damage in any way arising out of or connected with participation in the program.
- ii) I understand that if I should violate the laws and regulations of the United States, any country visited, or the terms of this Agreement, Experience International may not be held liable for such conduct and reserves the right to withdraw sponsorship if it deems necessary and in accordance with J1 Federal Regulations.

Signature	Date
Print Full Name	