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## BridgeUSA 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. <sub>2</sub>
2. Provide honest and complete information to EI and have no intention of knowingly misleading EI at any time.<sub>2</sub>
3. Provide copies to EI of all binding contracts, offer letters, agreements, and similar documents issued by the host company. <sub>1</sub>
4. 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. I authorize EI to share pictures and quotes I provide to them, and to share my social media posts, unless I have opted out by notifying EI. <sub>2</sub>
5. Participate in this program only for the purpose of skills training, self-improvement and cultural activities and not for the purpose of re-location to the United States or finding a job in the United States. <sub>1</sub>
6. Contact EI ***within 48 hours*** of my arrival in the US. <sub>2</sub>
7. Report my local US address, phone number, and start date to EI ***within 10 days*** of arrival (address must be verified before the training or internship can begin), and notify EI of any change to in housing, physical address, e-mail, mailing address and phone number ***within 10 days*** of the change during my program. <sub>1</sub>
8. Authorize EI to obtain my online I-94 and other travel history records for screening, vetting, departure verification, and documentation purposes. <sub>2</sub>
9. 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. (EI will issue the DS2019 prior to embassy appointment. It may be possible to amend the DS2019 start and/or end date depending on circumstances, but this first requires communication with sponsor and may generate a fee.) <sub>1</sub>
10. Recognize that my wage/compensation may not cover all expenses while in the US. It is my responsibility to budget accordingly for the program and bring sufficient funds to the US in order to meet all financial obligations assumed while on the program. <sub>1</sub>
11. Arrange and pay for my own housing, transportation, 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. <sup>2</sup>

12. 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). <sup>2</sup>
13. Have enough funds available in my local bank account at all times to pay for a ticket to my home country in case of emergency or termination of program. <sup>2</sup>
14. Respond to all outreach from EI and follow through on paperwork requested, including reports and payments, in a timely manner, without repeated reminders. These reports are required to maintain my visa status. Failure to complete them may result in termination (schedule of expected reports is contained in Orientation Manual, provided prior to arrival). <sup>1</sup>
15. 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). <sup>3</sup>
16. Agree to speak, read, and converse in English at my site of activity, even if not all employees do. English is expected to be the primary language at all BridgeUSA trainings and internships. <sup>1</sup>
17. Act in a way that upholds the spirit of the program and does not discredit my host, home country, Experience International, or the BridgeUSA Exchange Visitor Program. <sup>1</sup>
18. 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 [BridgeUSA Basics](#) for info about process.) <sup>1</sup>
19. 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. <sup>1</sup>
20. 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. <sup>1</sup>
21. 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. <sup>2</sup>
22. Report to host mistakes I've made or damage I've caused (be aware that a drug test may be required prior to first day of work or in the case of a workplace accident or damage). <sup>2</sup>
23. Be responsible for the cost and treatment of any health/medical/mental issues that may occur during my program that are not covered by my health or auto insurance and recognize the inherent risks involved in any travel and exchange program. <sup>2</sup>

24. Operate motor vehicles only (1) with full insurance coverage as required by State Law; (2) with a valid driver's license recognized by my US State; (3) not under the influence of alcohol or other drugs; (4) without open containers of alcoholic beverages in the vehicle, and (5) in a safe manner, within the posted speed limit. Driving otherwise is illegal and will result in serious consequences including possible arrest, prosecution, and termination of visa. <sup>1</sup>
25. Not ride in a car in which the driver may be under the influence of alcohol or other drugs, drives unsafely, isn't insured, or has open containers of alcoholic beverages in the vehicle. <sup>2</sup>
26. Consider getting a US driver's license if my program is longer than three months and if I drive for work or leisure. It is in my best interest, for legal and safety reasons, to get a state license. I also understand that hosts may require a state driver's license. If driving, I am responsible for knowing and following the driving regulations in my US State. <sup>2</sup>
27. Not be away from the placement site or absent from the training for more than 21 consecutive days. Training must be continuous.<sup>1</sup> Any days away must be pre-approved by host but may not exceed 21 consecutive days. Any time spent outside of the US is counted as time away from the training, even if those activities are related to the US training. <sup>3</sup>
28. Abide by federal, local and state laws, as well as the [Federal Regulations](#) for the BridgeUSA Exchange Visitor Program. This includes not using illegal drugs and only drinking alcohol in moderation and if over the age of 21. All Exchange Visitors are subject to US laws and the US justice system. There is no exemption or different treatment for Exchange Visitors. <sup>1</sup>
29. Not seek alternate or additional 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.) This is a federal regulation and violation requires immediate termination of program. <sup>1</sup>
30. Maintain health insurance coverage for at least the duration of my program dates. Health insurance must be J-1 visa-compliant and be provided by EI (or an authorized partner organization). Exchange Visitors may be subject to the requirements of the Affordable Care Act. EI highly recommends that you maintain coverage from arrival date through departure date. <sup>1</sup>
31. 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. <sup>1</sup>
32. 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. Doing so results in immediate termination of the program and is reported to the US Department of State and US Department of Homeland Security. <sup>1</sup>
33. Provide proof of planned departure from the United States before my program end date 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 US. (EI verifies all departures through the US government, so if it is discovered you did not depart on time, your record will be terminated and you will be reported to the Department of Homeland Security.) <sup>3</sup>

34. Maintain and leave my housing in a clean state and in good repair. <sup>2</sup>
35. End my program early and depart the US 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 US. <sup>2</sup>
36. File a Federal Tax Return on wages or stipend earned as well as State or Local Tax Returns as required (covered in Orientation Manual, provided prior to arrival). <sup>1</sup>
37. That I have received and understand [BridgeUSA Basics](#), which includes information about Section 212e, prohibited activities in J-1 trainee/intern programs, and the Two-Year gap requirement. <sup>3</sup>
38. That working with Experience International, although required by the US Department of State to obtain a J-1 visa, does not guarantee I will be granted a visa by the US Embassy or Consulate. I understand that Experience International has no influence over the US Embassies and Consulates. Visa issuance is at the discretion of the Bureau of Consular Affairs only. <sup>1</sup>
39. That EI has the right to select the EVs and hosts they wish to work with, but no person shall be subjected to discrimination or excluded from participation in the program because of race, color, religion, or sexual orientation. <sup>3</sup>
40. That I have **received and agree to the itemized [BridgeUSA Fee Chart](#)** (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 "BridgeUSA Fee Chart" as follows: <sup>3</sup>
  - No refunds are issued for SEVIS Fee or Visa Application Fee.
  - No refunds are issued after the visa is approved.
  - In the event of a Visa Denial, or Withdrawal after placement has been confirmed but before visa is issued, EI will refund:
    - Exchange Visitor Program Fee minus \$800 Deposit (plus additional \$100 if EV has a J-2);
    - Insurance payment
  - Host will not owe Monthly Hosting Fee if EV withdraws prior to arrival, or if visa is denied.
  - In the event of Early Departure or Termination:
    - No refunds are issued to Exchange Visitors
    - If EI sourced the Exchange Visitor, EI may refund the host for "unused months," depending on the reason for early departure. If Exchange Visitor is self-placed or sourced by the host directly, there is no refund of Monthly Hosting Fees.



## **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 "BridgeUSA 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 termination of the visa and withdrawal of sponsorship. If my program is terminated, I must immediately leave the United States, or I will be in the United States illegally and subject to deportation. I understand that termination has an adverse effect on any future travel to the US and terminations are reported to the US Department of State and US Citizenship and Immigration Services.

### **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 US State Department and the Experience International Board of Trustees, 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 J-1 Federal Regulations.

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Print Full Name** \_\_\_\_\_