



WORK & TRAVEL USA

PROGRAM TERMS AND CONDITIONS
2021

First name:
Last name:
Exchanges ID:
CIEE Representative code:

Terms and Conditions/Participant Declaration

The following section outlines the terms and conditions of the Applicant's participation on the CIEE Work & Travel USA Program (the "Program"). Read the following information carefully, and confirm that you have read, understand and agree to these terms by providing your signature electronically. If you fail to sign, CIEE will not accept your application for consideration.

For the purpose of these Terms and Conditions, the following terms are defined as follows:

- Applicant: A foreign national who has been screened by the International Representative for Program suitability and intends to submit their personal and professional information to CIEE for consideration for acceptance into the Program.
Participant: A foreign national exchange visitor who has been accepted by CIEE into the Program.
International Representative: Approved entities in the applicant's home country which have formal agreements with CIEE and adequate education on all matters of administration of the Program.
Employer: A third party in the United States that hosts the participant and employs the participant according to their Placement Agreement Form.
Placement: An offer made by the Employer which includes position type, responsibilities, wage, location, housing, and cultural exchange opportunities.

Section I. Applicant Responsibilities

- 1. The Applicant agrees that all of the information provided in the application is true to the best of his or her knowledge, and acknowledges that providing any false, inaccurate or misleading information may lead to the Applicant's rejection or, if discovered later, to the Applicant's immediate dismissal from the Program, at CIEE's sole discretion.
2. The Applicant is responsible for considering his or her personal health and safety needs when applying for and participating in the Program. CIEE retains the right, in its sole discretion, to refuse an applicant if the applicant's participation in the Program creates a risk to the applicant's own health and safety or to the health and safety of others.
3. The Applicant understands and acknowledges the aims and objectives of the Program, which is a U.S. Department of State authorized Exchange Visitor Program that provides qualified students with cultural exchange opportunities in the United States.
4. The Applicant acknowledges that he or she has been given access to the CIEE and International Representative itemized list of fees associated with the Program. The Applicant shall pay all fees in accordance with the requirements of the International Representative through which he or she is submitting an application. The Applicant acknowledges that other personal expenses could bring this figure higher and that any stipends received might not cover the entirety of the Applicant's Program and living expenses.
5. The Applicant shall submit all requested documentation (including a passport) to the International Representative in a timely fashion for application processing. CIEE is not responsible for any additional costs incurred (including the cost of rebooking a flight) by the Applicant due to delays in submitting documentation or delays by the U.S. Embassy in issuing a visa. Moreover, the Applicant should not book a flight until she or he has secured a J-1 visa. CIEE is not responsible for any costs whatsoever associated with rebooking or cancelling a flight.
6. The Applicant shall attend an interview and complete language screening in order to participate in the Program.
7. At the time of application, the Applicant shall supply CIEE with the name and contact information for an emergency contact, to be used in the case of emergency as determined by CIEE.
8. The Applicant shall pay the local visa fee to the U.S. Embassy, any and all additional fees that might apply at the U.S. Embassy or Consulate in the country where he or she is applying for the visa, and the government SEVIS fee collected as part of the application.

- 9. Although CIEE may issue a DS-2019 form if the Applicant meets all relevant Program requirements, the Applicant acknowledges and agrees that CIEE does not control the U.S. Embassy or Consulate in the Applicant's country of residence or the decision to issue a J-1 Visa to the Applicant.

Section II. Participant Responsibilities

- 10. The Participant understands that he or she is on a cultural exchange Program and as such is expected to actively participate in American cultural activities during the Program. The Participant shall make a good faith effort to seek out and participate in American cultural activities and interact with American citizens. Depending on timing and location, CIEE will provide the Participant with opportunities to attend networking or other educational events. Information about such opportunities will be provided to the Participant via email or social media platforms.
11. The Participant shall read and carefully consider all materials made available to him or her that relate to safety, health, legal, environmental, political, cultural and religious customs and conditions in the U.S. The Participant will be solely responsible in the event that laws, regulations, or customs are violated, regardless of his or her actual knowledge of these laws, regulations, or customs. Under no circumstances will CIEE be responsible for providing legal advice or assistance to any Participant who has been accused or found responsible for violating any laws, regulations or customs.
12. In addition to reviewing all Program materials, the Participant shall complete a CIEE online pre-departure orientation.
13. The Participant acknowledges that CIEE has provided access to the online Wilberforce pamphlet.
14. The Participant agrees to purchase a round-trip flight to the U.S. and agrees that he/she is solely responsible for the cost of such round-trip flight to and from the U.S.
15. The Participant shall exercise due care once in possession of legal documentation (DS-2019, passport, J-1 Visa, etc.) required for participation in the Program. The Participant is solely responsible for the cost of replacing any of these items.
16. The Participant agrees to comply rigorously with the monitoring schedule set up by CIEE. The Participant agrees to respond in a timely manner to any CIEE communication requiring a response. The Participant understands and acknowledges that failure to comply with the CIEE monitoring schedule will result in the Participant's J-1 Visa Program being terminated, which may negatively impact the Participant's ability to obtain future U.S. visas.
17. The Participant agrees to arrive to the U.S. with a minimum of \$1,500 USD that is readily available to the Participant to ensure adequate financial support until he/she can receive their first paycheck and/or in case of an emergency.
18. If during the course of the Program the Participant encounters any difficulties with his or her job, or with safety, health and/or housing, including charges or

- fees for housing, sanitary conditions, overcrowding, or any other problem, the Participant must notify CIEE as soon as possible by calling: 1-888-268-6245. In the event of an emergency, the Participant can also reach CIEE at the above number any time night or day.
19. Participants are solely responsible for their own conduct and well-being at all times. CIEE cannot and does not monitor the Participant's personal conduct, subject, however, to the requirements of the terms and conditions set forth herein. Participants must follow all United States, state, and local laws and regulations, and are subject to financial penalties, deportation, and/or incarceration for breaking laws.
20. The Participant is responsible for all of his or her acts along with any resulting loss or damage while in the Program. The Participant agrees to defend, indemnify and hold CIEE harmless from and against all losses, damages, actions, judgments, costs or expenses of whatever kind, including reasonable attorneys' fees, arising out of or resulting from Participant's participation in the Program.
21. The Participant shall comply with all CIEE Program rules, as listed in the Program terms and conditions, CIEE website, and pre-departure orientation. If the Participant violates any CIEE Program rules, CIEE reserves the right in its sole discretion to revoke the Participant's legal sponsorship, which will result in the withdrawal or termination of his/her Program. A terminated participant also loses his/her legal right to remain in the U.S.
22. The Participant shall comply with all state and federal laws while in the United States. If the Participant violates any law, CIEE reserves the right in its sole discretion to revoke the Participant's legal sponsorship, which will result in the withdrawal or termination of his/her Program. A terminated participant also loses his/her legal right to remain in the U.S.
23. The Participant shall comply with all U.S. Government visa and immigration requirements, including the SEVIS requirement as follows:
A. Notify CIEE of arrival at U.S. Employer within 20 days of the DS-2019 start date.
B. Provide CIEE with a valid email address and phone number upon arrival at U.S. Employer within 20 days of the DS-2019 start date.
C. Notify CIEE of any change in U.S. home address, phone number or email address within 10 days of the change.
24. The Participant understands and acknowledges that failure to comply with these requirements will result in the Participant's J-1 Visa being terminated.
25. The Participant shall not engage in any activity that would bring the J-1 Exchange Visitor Program or the U.S. Department of State into notoriety or disrepute, including living in substandard or overcrowded housing. The Participant should contact CIEE for guidance if any proposed activity might cause this result. If the Participant engages in such activities, his or her Program may be terminated immediately, and the Participant will be required to return home immediately.



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26. Any Participant who withdraws or is terminated from the Program will be required to return to his/her home country at his/ her expense. A terminated Participant also loses his/her legal right to remain in the U.S. Termination may negatively impact the Participant's ability to obtain future U.S. visas.
27. The Participant agrees that CIEE has the right, in its sole discretion, to instruct the Participant to return home. The Participant agrees to return home immediately if instructed by CIEE. A Participant that CIEE instructs to return home shall return to his/her home country immediately at his/her expense.
28. All travel before, during and after the Program is at the Participant's own risk. If the Participant chooses to operate motorized vehicles, he or she is responsible for obtaining the necessary license, permission and insurance, and does so at his or her own risk.
29. In the event of an emergency, CIEE may transmit SMS messages to the Participant if they are near an impacted location. CIEE is not responsible for the fees the Participant may incur in these instances.
30. The Participant shall return to his or her home country upon completion of the Program and shall not attempt to stay in the U.S. Further, the Participant recognizes the importance of sharing his/ her cultural experience in his/ her home country.
31. If, during the course of the Program, the Participant is evicted from housing, or is warned in writing that he/ she is at risk of eviction, as a result of the Participant's behavior, including, but not limited to, partying, excessive noise, overcrowding, or other housing violations, such an eviction or warning will be considered a violation of CIEE rules. CIEE reserves the right to revoke the Participant's legal sponsorship for such a violation, which will result in the withdrawal or termination of his/her participation in the Program.
32. CIEE reserves the right in its sole discretion to terminate or withdraw Program sponsorship from Participants in cases of visa revocation by the U.S. Department of Homeland Security.

Section III. Employment or Job-Related Conditions

33. Employment is typically in the hospitality or tourism industries. Participants typically work an average of 32-40 hours per week and are paid at least the federal minimum wage. Housing, food, and certain transportation costs are typically not included as part of compensation for work but may be deducted from your salary with Participant approval. Wages might not cover the entirety of the Program and living expenses.
34. All employment, including second jobs, must be vetted and approved by CIEE prior to work commencing. CIEE reserves the right to deny any job according to the current and/or anticipated rules, regulations, and intent of the J-1 Exchange Visitor Program. All jobs must be seasonal in nature and not displace year-round American workers. Employment that does not allow for meaningful cultural exchange with Americans is not permitted. Relevant factors include the job duties, workplace, geographic location, housing availability, transportation options, work schedule, and hours per week. Prohibited jobs include, but are not limited to, au pair, childcare provider, teacher, teaching assistant, camp counselor, Peditax operator, ship or aircraft crew member, jobs involving sustained physical contact with other people, medical staff having patient contact, jobs that involve driving a vehicle, jobs in gaming/gambling, jobs in manufacturing, jobs that involve controlled hazardous substances, and jobs identified as hazardous to youth by the U.S. Department of Labor. Jobs in private households are not permitted. Jobs in the adult entertainment industry are not permitted, including, but not limited to, escort services, adult book/video stores, massage parlors, and strip clubs. Jobs with traveling concessions are not permitted.

- Jobs requiring shifts that are more than four hours between 10:00pm and 6:00am are not permitted. From time to time, the list of prohibited jobs is updated. More information is available on the CIEE Work & Travel USA website, ciee.org/in-the-usa/work.
35. The Participant shall maintain communication with his or her Employer and International Representative prior to arrival in the United States, notify them in advance of his or her arrival and departure dates, and promptly advise them of any changes to his or her travel itinerary due to visa delays or other unforeseen circumstances.
36. The Participant shall be covered under the Employer's Worker's Compensation policy (or the equivalent), unless the Employer is exempt under state law.
37. The Participant shall work at the Employer listed on his or her DS-2019 form. If for any reason a change of Employer becomes necessary, the Participant must contact CIEE to obtain approval, submit a new Placement Agreement Form, and obtain approval from CIEE for the new proposed job before commencing the new positions. Failure to do so may result in the Participant's withdrawal or termination from the Program at CIEE's sole discretion.
38. If a CIEE-sourced job position is no longer available, through no fault of the Participant, after a signed Placement Agreement Form has been issued to the Participant, or if for any reason CIEE deems it necessary to relocate the Participant from a CIEE-sourced job either before the job commences or at any time during the job period, CIEE will assist the Participant in finding another position, but CIEE makes no guarantee with respect to being able to do so. Nor does CIEE make any representation that it will be able to find work for the Participant in the same geographic area or the same type of work or pay as the original CIEE-sourced job.
39. Due to weather conditions, or other factors beyond CIEE's control, some jobs have uncertain start dates and hours of work, and employment may become unavailable. CIEE and the Participant's CIEE Representative are not responsible for the Participant's expenses due to these factors, financial difficulties of the employer, or any other reason not under the direct control of CIEE and the CIEE Representative.
40. CIEE may require proof of secured housing from the Participant when the job placement is in a select geographical area prior to vetting the job offer, or prior to the Participant's arrival to the U.S. Such requirements will be communicated to CIEE Representatives. Job placements may be declined or cancelled if the Participant is unable to provide proof of housing in such cases.
41. The Participant shall not, under any circumstances whatsoever stop working or remain outside of the U.S. for more than 30 days at any point during the Program.
42. Under no circumstances are job placements guaranteed. An Employer's representation that the Participant has been given a certain position does not constitute a binding contract or guarantee that the position will be available when the Participant arrives in the United States. If the Participant is not sufficiently proficient in English, does not arrive on the start date, and/or is determined to have made any false, inaccurate or misleading statement(s) on the application, the offer of a placement may be revoked. If the Participant does not comply with his or her contractual obligations to the Employer or to CIEE, CIEE may in its sole discretion withdraw or terminate its sponsorship of the Participant.
43. If the Participant does not meet his or her contractual obligations to the employer or with CIEE, CIEE may at its sole discretion withdraw or terminate sponsorship of the Participant.
44. If the Participant does not have sufficient English skills and/or does not arrive on time and/or has misrepresented any statement in the application, the job offer may be revoked.

45. If a Participant is fired from his/her job for violation of employer policies, including, but not limited to, a failed company-required drug test at the commencement of or any time during employment, he/ she shall have the Program shortened with no refund of CIEE's fees, including but not limited to the Program and CIEE Job Service fees.
46. The Participant understands that no fees will be refunded in the case of a job change, premature termination of a job, if employment is terminated before the end of the Program for any reason, or if the participant decides to return to his/her home country early.
47. If the Participant's original job ends before the legal working dates listed on the DS-2019 for any reason, it is the Participant's responsibility to inform CIEE and get approval for any new job. If the Participant's original job ends before the legal working dates listed on the DS-2019 for any reason, it is the Participant's responsibility to inform CIEE and get approval for any new job.

Section IV. Contractual Terms and Other Program-Related Conditions

48. This English language version of the Program Application, including this Participant Declaration, is the binding contract between the Participant and CIEE with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.
49. CIEE reserves the right in its sole discretion to refuse sponsorship to any Applicant who does not meet Program eligibility requirements or is otherwise unsuitable for participation in the Program.
50. CIEE may issue a DS-2019 Form if the Participant meets Program requirements but cannot guarantee that the U.S. Embassy or Consulate in the Participant's country of residence will issue a J-1 Visa.
51. In the event the Participant recently held a J-1 Visa for the U.S., he/she may have to remain in his/her home country for a minimum of 90 days before CIEE can issue a DS-2019 for the Program. Please contact your International Representative and local U.S. Embassy for details.
52. CIEE makes no representation or warranty of any kind, expressed or implied, as to the suitability of the Program for the Participant, and CIEE disclaims any and all such warranties to the full extent of the law.
53. Participation in the Program begins when the Participant legally enters the U.S. and, subject to this contract, terminates on the day of departure from the U.S. (within the legal Program dates) and CIEE sponsorship of the Program ends on the date of departure or on the date the Program is withdrawn, shortened, or terminated for any reason. Participation in the Program shall not extend beyond a maximum of five months from the Participant's date of arrival in the U.S. The Participant can arrive five days prior to their DS-2019 start date and remain in the U.S. up to 30 days beyond their DS-2019 end date, as long as his/her total stay in the U.S. does not exceed five months. The Participant may not work for more than four months from his/her DS-2019 start date and must return to his/her home country in time for the start of his/her university classes.
54. Once the Participant has commenced his or her travel to the U.S., CIEE cannot for any reason amend the dates listed on the DS-2019 or the Confirmation of Insurance. The Participant is solely responsible for knowing the Program's start and end dates prior to traveling to the U.S.
55. CIEE reserves the right to access U.S. Form I-94 entry and exit information for the purpose of monitoring Program status.
56. The operation of the Program is subject to U.S. government approval and may change without notice.



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- 57. The Participant understands and acknowledges that perceived or actual epidemics and pandemics (such as, but not limited to, SARS, bird flu, and/or the novel coronavirus pandemic) can seriously delay, disrupt, interrupt, or cause the cancellation of the entire Program.
58. The U.S. Government requires all Participants to maintain insurance coverage.
59. The Participant agrees that he/she has reviewed CIEE's Insurance Plan and understands the Plan's coverage limits, restrictions, and medical exclusions.
60. Under the federal Health Insurance Portability and Accountability Act (HIPAA), CIEE's access to a Participant's medical information and/or records is limited.
61. All exchange visitors may be subject to the requirements of the Affordable Care Act or other federal healthcare statutes.
62. CIEE retains the right, in its sole discretion, to contact the Participant's parents, guardian, emergency contact, and/or university with regard to health-related matters or any other matter whatsoever that relates to the Participant or his or her Program.
63. CIEE, INC., its employees, directors, officers and shareholders, (collectively, "CIEE") does not own or operate any entity which provides goods or services for the Program, including but not limited to arrangements for or ownership or control over houses, apartments or other lodging facilities;
64. CIEE does not provide housing and is not responsible for any costs related to searching for or securing housing.
65. If, in its sole discretion, CIEE determines, or if CIEE is advised by the State Department that a Participant's housing and/or a Placement is unsafe or unsuitable, the Participant shall cooperate fully with CIEE to relocate to new housing and/or placement immediately.
66. Should the Participant choose to withdraw or terminate his or her Program after he or she has departed his/her home country for the U.S., CIEE shall not reimburse or refund to the Participant any of the costs associated with the Program.
67. CIEE reserves the right to dismiss the Participant from the Program if, in its sole discretion, the Participant presents a danger to him or herself or to others, or if his or her conduct is detrimental to the Program in any way.
68. Once the Participant has departed for the U.S., there will be no refund should the Participant leave the Program for any reason.
69. The Participant agrees to notify CIEE if he/she completes his/ her Program early and departs the U.S. prior to the end date listed on his/her DS-2019 Form.
70. CIEE reserves the right to provide the Participant with information CIEE deems useful to Program Participants, including but not limited to tax, travel and related services.
71. CIEE reserves the right to utilize publicly available information, including social media, which has not been directly provided by the Participant, as a basis for withdrawal, denial of a job offer, and/or any decisions made by CIEE affecting the Participant's involvement in the Program.
72. For purposes of facilitating housing searches, CIEE may provide the Participant's contact information to other participants and recommend that the Participant join social media sites to find housing.
73. CIEE reserves the right to provide the Participant's contact information to third parties who provide services to exchange Program Participants.
74. The Participant gives CIEE permission to use any written, photographic, or video images of himself/herself in the course of reporting on and/or promoting CIEE Programs.
75. This Agreement may only be amended by an agreement in writing signed by each party hereto.

Section V. Dispute Resolution

- 76. The Participant agrees that any dispute concerning, relating, or referring to the Contractual Terms and Conditions, Program Application, any other literature concerning the Program, or the Program itself shall be resolved exclusively by binding arbitration in Portland, Maine, according to the existing commercial rules of the American Arbitration Association. Such proceedings will be governed by Maine law. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable.

I confirm that the statements contained in this application form are accurate to the best of my knowledge, and I understand and accept these Terms and Conditions.

Participant's Name:

Participant's Signature:

Date (MM/DD/YYYY):