

# Work & Travel USA

## Winter 2010 Application



Name of CIEE Representative:

Country:

Interviewed by (name):

Representative Code:

Date (day/month/year):

PLEASE FILL IN FORM USING ALL CAPITAL LETTERS.

### Departure and Return Dates

Arrival date in U.S. (DD/MM/YYYY):	Can be no more than five days prior to DS start date.
DS-2019 start date (DD/MM/YYYY):	Date you want to be eligible to work in the U.S.
DS-2019 end date (DD/MM/YYYY):	Last day you are eligible to work in the U.S. Can be no more than 4 months after DS start date.
Date of departure from U.S. (DD/MM/YYYY):	Can be no more than 30 days after DS end date and no more than 5 months after arrival date.

### Personal Details Exactly as they appear on your passport

Last Name:	
First Name:	
Middle Name:	
Gender: <input type="checkbox"/> Female <input type="checkbox"/> Male	Date of Birth (DD/MM/YYYY):
City of Birth:	
Country of Citizenship:	
Country of Legal Residence:	
Passport Number:	
Passport Expiration Date (DD/MM/YYYY):	

### Contact Information Permanent Home Address

Home Mailing Address:		
Postal Code:	City:	Country:
Phone Number (Country code - City code - Number):	Mobile Number:	
Email (Mandatory):		

### Emergency Contact

Last Name:	First Name:	
Relationship to Participant:		
Address:		
Postal Code:	City:	Country:
Phone Number (Country code - City code - Number):	Mobile Number:	
Email:		

### Previous Visas If you've had more than one previous J-1 Visa, use an additional sheet of paper. Please attach copy of previous visa(s).

Have you ever received a J-1 visa to enter the USA?: <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, how many?:	
If yes, please complete the following for each previous J-1 visa:		
Name of Program:	Program Number:	
Name of Sponsoring Organization:	City:	State:
Dates of Previous DS-2019 Form From (DD/MM/YYYY):	To (DD/MM/YYYY):	

### Other Visa Information

Have you ever applied for a visa to emigrate permanently to the U.S.? <input type="checkbox"/> Yes* <input type="checkbox"/> No
Have you ever been arrested and convicted of a crime? <input type="checkbox"/> Yes* <input type="checkbox"/> No
Have you ever been refused a visa by a U.S. Embassy? <input type="checkbox"/> Yes* <input type="checkbox"/> No

\*If you answered Yes to any of these questions, please contact your CIEE Representative.

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### University/College

Name of Institution (e.g. university, polytechnic):

City:

Major Field of Study:

What is the course length of your major field of study (in years)?:

How many years of university-level study will you have completed by the time of your departure to the U.S.?:

Will you be a full-time university-level student at the time you leave to the U.S.?:

Will you be a full-time university-level student when you return to your country of residence?:

**Proof of Student Status** This section must be completed by an official from your educational institution.

If your educational institution will not sign this form you must attach an official letter on university letterhead verifying this same information.

I certify that the named student is registered in our institution as a full time student for the academic year 2009 is returning to full time studies in the semester following the program.

Name of Student:

Name of the Official signing the Form:

Title:

Signature:

School Seal/Stamp:

Date (DD/MM/YYYY):

**English Language Ability** This section must be completed by an English teacher.

Oral English Ability      1  Beginner      2  Intermediate      3  Advanced

Written English      1  Beginner      2  Intermediate      3  Advanced

Listening Comprehension      1  Beginner      2  Intermediate      3  Advanced

Additional comments about the student's knowledge of English and his/her ability to function in an English-speaking work place:

Name of Teacher (Please Print):

Name of Educational Institution (Please Print):

Teacher's Signature:

Date (DD/MM/YYYY):

### How did you find out about Work & Travel USA?

1  www.ciee.org      5  Other Website:

2  CIEE Representative      6  Placement Agency - Name:

3  Friends/Relatives      7  Other:

4  School/University

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## Terms and Conditions / Participant Declaration

This form is important. It includes Terms and Conditions and releases CIEE (Council on International Educational Exchange) from liability. It must be signed by all participants. I agree that the following terms and conditions are binding on me and my adherence to them is imperative.

### Participant Responsibilities

1. Each applicant agrees that all the information provided in the application is true to the best of his/her knowledge, and acknowledges that any false or misleading information may lead to immediate dismissal from the Program.
2. The applicant is responsible for considering his/her personal health and safety needs when applying for or accepting a place on the Program. If the applicant suffers from any health or other condition that would create a risk for him/her while abroad, he/she should not apply.
3. The participant is responsible for reading and carefully considering all materials made available that relate to safety, health, legal, environmental, political, cultural and religious customs and conditions in the U.S.. Each participant must take full responsibility in the event that laws, regulations, or customs are broken, regardless of foreknowledge.
4. The participant agrees to pay all fees in accordance with the requirements of the CIEE Representative through whom he or she is submitting an application.
5. Applicants are responsible for submitting all requested documentation (including passport) to the CIEE Representative in a timely fashion for visa processing. CIEE cannot be held responsible for any additional costs incurred (including the cost of rebooking a flight) due to delays by participants in submitting documentation or delays by the U.S. Embassy in issuing a visa.
6. Each applicant must pay the local visa fee to the U.S. Embassy. Applicants are responsible for any additional visa fees that might apply at the U.S. Embassy or Consulate in the country where they are applying for the visa, as well as the government SEVIS fee collected as part of the application.
7. All applicants must attend an interview and complete language screening in order to participate on the program.
8. Each participant is required to complete a CIEE Orientation.
9. It is the responsibility of the participant to exercise due care once in possession of the legal documentation (DS-2019) and visa. The cost of replacing these items must be borne by the participant.
10. The participant must supply CIEE with the name and contact details of next of kin, to be contacted in the case of emergency. These details must be included on the application form.
11. The participant is responsible for all of his or her acts along with any loss or damage resulting therefrom while on the Program. The Participant agrees to indemnify and hold harmless CIEE and any other party that has suffered a loss by reason of the participant's conduct.
12. All travel before, during and after the Program is at the participant's own risk. Any participant who chooses to operate motorized vehicles is responsible for obtaining the necessary license, permission and insurance and does so at his/her own risk.
13. If, during the course of the program the participant encounters any difficulties with safety, health, the job, housing, including charges or fees for housing, sanitary conditions, overcrowding, etc. or any other problem, the participant must notify CIEE as soon as possible by phoning CIEE at 1-888-268-6245, 24 hours a day, 7 days a week.
14. Participants on Work & Travel USA are required to comply with all U.S. Government visa and immigration requirements including the SEVIS tracking as follows: a) notification of arrival at U.S. Employer to CIEE within 20 days of DS-2019 program start date. b) notification to CIEE of any change in U.S. home address within 10 days of change.

### Employment or Job Related Conditions

15. CIEE cannot accept applications from participants intending to work in the U.S. as au pairs, child carers, teachers, teaching assistants, camp counselors, in private households, as ship or aircraft crew members, or as medical staff having patient contact. From time to time the list of prohibited jobs is updated and listed on our website.
16. Under no circumstances are job positions guaranteed. Even in the case when an employer represents that a job is being held, this does not constitute a binding contract that the job will be available when the participant arrives. The employer's commitment is one of good faith only. In addition, 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, there is an extremely high likelihood the position will not be available to the participant. In addition, if the participant does not meet the contractual obligations with the employer or with CIEE, the sponsorship agreement with CIEE may, at CIEE's sole discretion, be terminated.
17. Participants must work for the employer listed on their Employment Offer Agreement Form. If, for any reason, a change of employer becomes necessary, participants must contact CIEE and get approval

### BEFORE changing jobs.

18. Participants on the Work & Travel USA are required to maintain communication with their employer prior to arrival, notify them in advance of their arrival and departure dates, and advise them of any changes to their travel itinerary due to visa delays or any unforeseen circumstances.
19. Due to weather conditions, or other factors beyond CIEE's control, some jobs have uncertain start dates and hours of work. The participant must be able to support himself/herself in the U.S. until he/she gets his/her first paycheck, and in the event of reduced working hours, and must have at least \$475 with themselves upon arrival in the U.S.
20. CIEE/Representative are not responsible for the participant's expenses incurred if for any reason the participant has not started work by the agreed date due to weather conditions at his/her place of employment or for any other reason not under the direct control of CIEE/Representative.
21. Once a participant accepts a position with a CIEE-sourced employer he/she agrees to stay at that place of employment for the duration of the program. If he/she wishes to leave a position after he/she starts work or to decline to start work after accepting a position, he/she must notify CIEE in writing and he/she must obtain its written permission to do so. Except in extraordinary circumstances, such permission will not be granted. If he/she does not receive prior written approval to change jobs, and if he/she leaves this employment without the prior written approval of CIEE, CIEE reserves the right to revoke his/her legal sponsorship which will result in the termination of his/her program and his/her legal right to remain in the U.S..
22. If a CIEE-sourced job position is no longer available, through no fault of the participant's own, after a signed EOAF has been issued to participant, or if for any reason CIEE deems it necessary to relocate a 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 participants in the same geographical area or of the same type of work or pay as the original CIEE-sourced job.
23. In case of change of job or of premature termination of job, or if the employment is terminated before the end of the program for any reason, or if the participant decides to return home early, no fees will be refunded.
24. If a participant is fired from his or her job for violation of employer policies, including their failure of a company required drug test at the commencement of or anytime during employment, he or she will be withdrawn from the program with no refund of program or CIEE Job Service fees.
25. If the participant's original job ends before the legal working dates listed on the DS 2019 (program end date) for any reason, it is the participant's responsibility to inform CIEE's U.S. office and get approval for any new job.

### Contractual Terms

26. This English language version of the Contract is the binding contract between the participant and CIEE.
27. CIEE makes no presentation or warranty of any kind, expressed or implied, as to the suitability of the Program for any participant and CIEE disclaims all such warranties to the full extent of the law.
28. The conduct of the Work & Travel USA Program is subject to U.S. government approval and may change without notice.
29. The participant understands that perceived or actual epidemics (such as, but not limited to, SARS or bird flu) can seriously delay, disrupt, interrupt or cause the cancellation of entire programs. The participant agrees to assume all risks and losses (including financial) which result from any such occurrence.
30. CIEE does not own or operate any entity which is to or does provide goods or services for the program including, for example, arrangements for or ownership or control over houses, apartments or other lodging facilities, airline, vessel, bus or other transportation companies, food service or entertainment providers, etc. All such persons and entities are independent contractors. As a result, CIEE is not liable for any negligent or willful act or failure to act of any such person or entity, or of any third party. Without limitation, CIEE is not responsible for any injury, loss, or damage to person or property, death, delay or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of God, force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind, overbooking or downgrading of accommodations, structural or other defective conditions houses, apartments or other lodging facilities (or in any heating, plumbing, electrical or structural problem therein), mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely, dangers associated with domestic

or wild animals, sanitation problems, food poisoning disease, lack of access to or quality of medical care, difficulty in evacuation in case of medical or other emergency, or for any other cause beyond the direct control of CIEE.

31. The participant agrees that any dispute concerning, relating, or referring to the Employment Offer Agreement Form, to the Work & Travel USA Application, to any other literature concerning the program, or the program itself shall be resolved exclusively by binding arbitration in Maine, according to then existing rules of the American Arbitration Association. Such proceedings will be governed by substantive Maine law.

32. CIEE reserves the right to provide you with information on tax and related services.

### CIEE Program-Related Conditions

33. CIEE reserves the right to refuse sponsorship of any applicant that CIEE deems does not meet the Program eligibility requirements or any applicant that CIEE does not deem appropriate to accept in the general interests of the Program. In the event that CIEE refuses an applicant and acceptance on the Program, any refund will be made via the CIEE Representative through whom the original application was submitted.
34. Participation on the Program begins when the participant legally enters the U.S. and terminates on the day of departure from the U.S. (within the legal Program dates). Participation on the Program will end a maximum of 5 months from arrival in the U.S. Participants can arrive 5 days prior to their DS Program start date and remain in the U.S. up to 30 days beyond their DS Program end dates, as long as their total stay in the U.S. does not exceed 5 months. Participants must return to their home country in time for the start of their university classes.
35. CIEE may issue a DS-2019 form if a participant meets the Work & Travel USA Program requirements, but cannot guarantee that the U.S. Embassy or Consulate in a participant's country of residence will issue a J1 visa.
36. Once a participant has commenced his/her travel to the U.S. CIEE cannot amend the program dates as listed on the DS-2019 for any reason. It is the participant's responsibility to check prior to travel that the dates are correct.
37. Individuals who have recently held a J-1 visa for the U.S. may have to remain in their home country for a minimum of 90 days before CIEE can issue a DS-2019 for Work & Travel USA. Please contact your local CIEE Representative and local U.S. Embassy for details.
38. Insurance is provided for the dates confirmed by CIEE, by CIEE's insurance provider, as a mandatory part of the CIEE program for each applicant. It is the responsibility of each participant to purchase further insurance should they extend their period abroad for any reason. CIEE cannot be held responsible for any insurance claim in the event that a participant has failed to secure adequate insurance.
39. Under the U.S. government's Health Insurance Portability and Accountability Act (HIPAA), CIEE is restricted in its access to certain medical information or records in the event that a participant has an accident in the U.S. In order for CIEE to assist participants to the fullest extent possible with any insurance-related issues, CIEE will need to have a signed Privacy and Confidentiality Release Form from the participant. This form is optional and the participant can choose whether or not CIEE is granted access to this information. This release form and additional information about the HIPAA requirements are included as part of the Work & Travel application pack. If you did not receive this information or release form please contact your CIEE representative.
40. CIEE reserves the right to dismiss from the Program any participant who is deemed by CIEE to be a danger to him/herself for others or whose conduct is deemed to be detrimental to the Program. In the event of such a dismissal, CIEE shall not be held responsible for any airfare, charges or any other expense incurred by the participant, and shall not be required to return any fees paid by the participant.
41. Once the participant has departed for the U.S., there will be no refund should the participant leave the Program. There will also be no refund should CIEE withdraw sponsorship.
42. CIEE/Representative do not provide housing. If an employer does offer housing it is usually on a first-come first-served basis. Whether the participant arranges housing independently or through the employer the participant will be required to sign a lease and pay a deposit, which usually amounts to the first and last month's rent and may include an additional security deposit.
43. CIEE may provide the participant's contact information to third parties for marketing purposes.

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

Participant's Name:

Participant's Signature:

Date (DD/MM/YYYY):

For further reference please make a copy of the above Terms & Conditions.