

Date:

EXCHANGE PARTICIPANT CONTRACT

GLOBAL EXCHANGE PROGRAM



Statement of Understanding

AIESEC's Global Exchange Program serves to create an impact on Exchange Participants, the sending entity, the hosting entity which takes the Exchange Participant, the communities the Exchange Participant comes from & is going to, and the society at large. As such, all entities and people involved in the process are impacted and needed for the proper achievement of the end goal.

An **AIESEC Exchange Program** is a practical working and learning experience for the Exchange Participant to develop academic knowledge and professional skills in a foreign cross-cultural environment. An Exchange Program shall have a minimum duration of six (6) weeks to be spent working and a maximum duration of seventy-eight (78) weeks.

The aim of an Exchange Program shall be to provide the following to the Exchange Participant:

- A positive learning experience.
- Practical skills and knowledge in a foreign environment to complement the Exchange Participant's higher educational background or field of career aspirations.
- Interaction with a different social and cultural environment with a view to gaining intercultural competencies.
- Development of theoretical and practical leadership skills.
- Opportunity to apply personal and professional skills, knowledge, attitudes and values to work for the organization as well as the host communities.
- Develop awareness and knowledge of social issues and different practices of the sending and hosting country or territory.
- Opportunity to contribute to personal and professional life goals.

An exchange program cannot aim to:

- Solely provide an opportunity for the Exchange Participant to earn money.
- Provide holiday.
- Act as a permanent career placement or recruitment opportunity. If the organization decides to extend the exchange program on a permanent basis, AIESEC will have no role in facilitating this.
- Provide permanent residence in the country of the exchange program.
- Be in an internal AIESEC leadership position (such as MC opportunities or AIESEC CEEDs).



1. The objective of the contract

The contract sets out the terms and conditions of your participation in the Global Exchange Program.

2. The Exchange Participant's responsibilities

The Exchange Participant is responsible to meet selection criteria and standards set down by AIESEC.

Before the exchange program the Exchange Participant agrees to:

- 2.1. Complete the checklist given by the sending entity before the selection interview to measure the eligibility of participation for the AIESEC Global Exchange Program.
- 2.2. Get registered in the AIESEC Youth Opportunity Portal (Front end of AIESEC's Global Information System; GIS) and fill in all the relevant information to apply for opportunities through the system.
- 2.3. If deemed necessary, participate in a Review Board Interview organized by the sending AIESEC entity.
- 2.4. Have written proof of the academic backgrounds (transcripts) and working experience (references) as specified on the AIESEC Opportunities Portal Account.
- 2.5. Have written proof of proficiency levels in all non-Native languages as specified in the AIESEC Opportunities Portal Account.
- 2.6. Provide true and accurate information relating to work experience, academic background and language proficiency levels.
- 2.7. Inform the sending AIESEC entity if you suddenly become unavailable for an Exchange Program.
- 2.8. Provide the required legal information to the Hosting AIESEC entity and Organization so that they may verify that the Exchange Participant may legally travel abroad and work in the host country on an AIESEC Exchange Program.
- 2.9. Cover your VISA, travel and insurance expenses and any other expenses related to your Exchange Program.
- 2.10. Attend preparation sessions and complete preparation on the mandatory subjects.
- 2.11. Not reject an approved opportunity, if the Exchange Program falls within the preferences as stated in your Exchange Participant form.
- 2.12. Communicate constantly about accepting status with the Sending AIESEC entity.
- 2.13. Carry out all communication concerning the Exchange Program with the Opportunity Manager of



- thehosting entity and not contact the organization directly until an official acceptance is made at which time the organization and Exchange Participant may communicate freely.
- 2.14. Provide complete information such as AIESEC Youth Opportunity Portal account, resume, letter of motivation and other such documents as requested by the organization within reasonable limits.
- 2.15. Accept only those opportunities in which you want to be presented as a candidate and for which you can assure availability in case of approval.
- 2.16. Inform yourself of any information which may help you understand life in the hosting country or territory.
- 2.17 Pay the fee for the AIESEC Global Exchange Program on reaching the status of "Accepted".

During the exchange program, the Exchange Participant agrees to:

- 2.18. Have sufficient funds to cover the first 4 weeks of the exchange program plus necessary expenses in the hosting country or territory in the case of the Global Talent and Global Teacher or for the entire course of the Exchange Program in the case of the Global Volunteer.
- 2.19. Incur all travel expenses to and from the hosting country or territory.
- 2.20. Behave in terms of cultural, religious, ethical norms, national or local law and other policies that may exist in the hosting country or territory.
- 2.21. Take a proactive role in communicating with the hosting AIESEC entity.
- 2.22. Fill out the surveys that evaluate services provided by sending and hosting AIESEC entities.
- 2.23. Maintain constant communication with sending and hosting AIESEC entities during the duration of the exchange program.
- 2.24. Have required medical or travel insurance, work/living permit, and a return ticket home.
- 2.25. Introduce Sri Lanka with visuals to employees at the organization and members of the hosting AIESEC entity.
- 2.26. Be a responsible ambassador of Sri Lanka, leaving behind a positive image of Sri Lanka.

After the exchange program, the Exchange Participant agrees to:

2.27. Fill in the survey, which evaluates services offered by all AIESEC entities directly in the exchange program.



- 2.28. Submit an exchange program report to the sending AIESEC entity within two weeks of the end of the exchange program.
- 2.29 Exchange Participants with a Schengen visa for the Global Volunteer program should sign the "Exchange participant surety bond" before the date of realization.

3. AIESEC's responsibilities

Before the exchange program, AIESEC agrees to:

- 3.1. Provide corresponding support and guidance for the Exchange Participant at any given stage of the AIESEC exchange program and during any complaint procedure.
- 3.2. Provide sufficient information about the AIESEC exchange program to enable the Exchange Participant to make informed decisions throughout the process.
- 3.3. Deliver education on basic AIESEC knowledge and exchange policies.
- 3.4. If requested, provide the Exchange Participant with a manager/buddy to train, assist and guide the Exchange Participant during the approval stage.

During the exchange program, AIESEC agrees to:

- 3.5. Maintain communication with the Exchange Participant during the duration of the Exchange Program.
- 3.6. Provide the Exchange Participant with all necessary assistance if the exchange program is not up to the standards of the Exchange Program Policies.

After the exchange program, AIESEC agrees to:

- 3.7. Inform the Exchange Participant of any reintegration opportunities available for them.
- 3.8. Assist the Exchange Participant by providing information on culture shock and how to cope with it.
- 3.9. Assist the Exchange Participant by providing information on utilising their exchange experience in their resume.



4. Costs

The total fee for the Global Exchange Program depends on the opportunity (Global Teacher/ Global Talent/ Global Volunteer) and for Global Teacher and Global Talent is to be paid upon reaching the status of "Accepted".

Global Teacher (9-12 weeks): 105 USD

Note: This cost includes a non-refundable amount of 28 USD

Global Talent (6-12 weeks): 90 USD

Note: This cost includes a non-refundable amount of 24 USD

Global Teacher/Global Talent (4-6 months): 125 USD

Note: This cost includes a non-refundable amount of 36 USD

Global Teacher/Global Talent (7-18 months): 170 USD

Note: This cost includes a non-refundable amount of 44 USD

Global Volunteer:

For Global Volunteer, the total fee for the Exchange experience is divided into two parts one is the exchange fee and the other is the project fee. The exchange fee is to be paid upon reaching the status of "Accepted" to the home entity and the project fee to be paid upon reaching the status of "Realized" to the hosting entity.

Exchange fee: 90 USD

Note: This cost includes a non-refundable amount of 24 USD. This is paid to the home entity at the status of reaching "Accepted". The payment should be made within 2 days after signing the contract

Project fee:

Note: This varies with the project. The previously mentioned opportunity benefits are provided through this project fee. This is to be paid once the EP is reached the "Realization" stage to the hosting entity.

Total Fee (Exchange fee + Project fee):.....



5. Payment Options

- 5.1. Payment should be made only through the "Payment Gateway" integrated into the Youth Opportunity Portal unless specified otherwise by a National Director of AIESEC in Sri Lanka.
- 5.2. The payment should be made within one week of signing this contract.

Note:

Exchange Participant is to submit proof of payment (payment confirmation generated from the system) to the EP Manager or Vice President for Outgoing Exchange of the AIESEC entity. Failure to show proof of your payment will result in your payment not being processed.

6. Refund policies

- 6.1. AIESEC reserves the exclusive right to determine whether to exercise its discretion in recovering costs.
- 6.2. AIESEC will refund the Global Exchange Program fee less the non-refundable amount if AIESEC has not fulfilled the criteria set out in Section Three (3).
- 6.3. AIESEC will only, in its absolute discretion, provide a refund of any payment made in relation to the AIESEC Exchange Program Contract if AIESEC is satisfied that:
 - 6.3.1. The Exchange Participant has fulfilled all the responsibilities set out in Section Two (2) of the Exchange Program Contract
 - 6.3.2. The Exchange Participant has made a written application for the recovery of costs under this section, which must include:
 - a) The reason for the recovery of costs.
 - b) The date the Exchange Program Contract was signed.
 - c) The date, the amount and details of the bank account to which you would like the refund to be paid.
 - d) Signature of the Exchange Participant.
- 6.4. The Exchange Participant loses all rights to refund if they:
 - 6.4.1. Have reached the "Realized" status and have taken part in the exchange.
 - 6.4.2. Have not fulfilled the responsibilities as stated in Section Two (2).



6.4.3. The Approval or the Realization could be broken under the following conditions

Approval to Realization

HE - Hosting entity

SE - Sending Entity

OP - Opportunity Provider

EP - Exchange participant

| Violation | Action | Responsible |
|--|---|--|
| Criteria to qualify as an Exchange Participant | Cancellation of Approval. SE finds a replacement EP within two (2) weeks of the APD Break date, and gets that EP Realized maximum one (1) month after the original RE date; or pays OP expenses expressed in OP contract with HE. Reimbursements are only allowed with receipts proving the expenses were incurred. | Sending Entity SE should make sure its contracts cover possible financial penalties, provided that such penalties are permitted under local applicable laws. |
| HE fails To deliver Visa documents in | Cancellation of Approval. | Hosting entity |
| two (2) weeks from Approval date | Reimburses any EP expenses he/she has had so far (EP Fee, Travel expenses if allowed by HE to purchase before visa etc.) If the OP decides to cancel the contract with AIESEC, HE pays OP expenses expressed in the contract. Reimbursements are only allowed with receipts proving the expenses were incurred. If EP and HE agree on still RE, HE pays for any compensation for tickets rescheduling, documents etc. Reimbursements are only allowed with receipts proving the expenses were incurred. | |
| Approval cancellation by HE/OP | HE finds a replacement OP with the same job description within | By OP. if not provided, Hosting Entity is the final |



| | two (2) weeks from EP notification date, at suitable time for the same RE date or pays all EP expenses he/she had so far (EP Fee, Visa, Travel expenses etc.), breaking the APD | responsible. |
|--------------------------------|--|-----------------------|
| | If cancelled by HE, HE is liable to reimburse OP with the expenses expressed in the contract. Reimbursements are only allowed with receipts proving the expenses were incurred. | By HE: Hosting Entity |
| | Due factors AIESEC has no control' 'Please refer to clause 1.4.2.7 in AEPP for examples of what is considered external factors that AIESEC has no control. | AIESEC not liable |
| Approval cancellation by SE/EP | Family emergency, Health issues, Legal Issues: No liability if proof provided. | Sending Entity |
| | SE finds a replacement EP within two (2) weeks of the APD Break date, and gets that EP Realized maximum one (I) month after the original RE date; or pays OP expenses expressed in OPS contract with HE. Reimbursements are only allowed with receipts proving the expenses were incurred. | |

Realization cancellation

| Criteria to qualify as an Exchange Participant | Cancellation of Realization. SE pays OP expenses expressed in OP contract with HE. It's recommended SE also to find a replacement EP within one (1) week. | Sending Entity SE should make sure its contracts cover possible financial penalties, provided thatsuch penalties are permitted under local applicable laws. |
|--|---|---|
|--|---|---|



| EP applied for a different Visa | If as a result of EP/SE choice, error or negligence: No reimbursement from HE | Depending on the case SE, HE & EP should define if the RE has to be canceled, or if the legal status can be fixed. |
|---|--|---|
| | If as a result of HE error or negligence: All Travel expenses, Migration fines and possible other penalties EP receives. | If EP can stay, HE should cover all costs with the visa correction. |
| | Reimbursements are only allowed with receipts proving the expenses were incurred. | |
| | If the OP decides to cancel the contract with AIESEC, HE pays OP expenses expressed in the contract. | |
| EP Visa is against HE country / territory laws | EP Mistake: AIESEC is not Liable, if EP received written formal instructions. | Depending on the case |
| | HE choice or its error or negligence: EP can request full reimbursement of expenses. | |
| | Reimbursements are only allowed with receipts proving the expenses were incurred. | |
| | If the OP decides to cancel the contract with AIESEC, HE pays OP expenses expressed in the contract. | |
| EP gets deported [Case can be applied as Urgency Protocol] | EP error or negligence, Government issues: AIESEC not Liable or responsible. | Depending on the case |
| | HE error or negligence in documents: Full reimbursement of expenses. | |
| | Reimbursements are only allowed with receipts proving the expenses were incurred. | |



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|---|---|--|
| | If the OP decides to cancel the contract with AIESEC, HE pays OP expenses expressed in the contract. | |
| EP is not getting the Salary [Case can be applied as Urgency Protocol] | From seven to thirty (7 to 30) days late: Payment of the salary immediately. | OP. If not provided by the OP, the final responsible is the Hosting Entity |
| | Over thirty (30) days late: Payment of the salary + 2% (two) of its amount as fine per delayed day. | HE should make sure its contracts cover possible financial penalties, provided thatsuch penalties are permitted under local applicable laws. |
| EP salary is different from the agreed | EP is receiving more by OP error or negligence: EP pays back HE, that shall reimburse OP. | OP. If not provided by the OP, the final responsible is the Hosting Entity HE should make sure its |
| | EP is receiving less: 1st & 2nd salary: HE pays immediately. 3rd salary - last: Payment of the salary + 2% (two) of its amount as fine per delayed day. | contracts cover possible financial penalties, provided thatsuch penalties are permitted under local applicable laws. |
| In case of one (or more) of the | During RE: | Hosting Entity |
| items below was not provided in the format agreed: Accommodation | EP provides invoices of the expenses had incurred up to that date. | |
| Food Transportation | Reimbursements are only allowed with receipts proving the expenses were incurred. | |
| | HE Provides full reimbursement for expenses, and fixes the issue for the remaining period of RE. | |
| | Reimbursements only based on the receipts provided proving the expenses were incurred. | |
| | After RE break: If HE was only communicated after RE Break: HE not liable. | |



| | If SE/EP tried to solve during RE: HE provides full reimbursement of the expenses EP provides invoices for. Reimbursements based on receipts provided proving the expenses were incurred. HE reimburses EP Fee paid to SE, and OP Fee EP paid to HE (if there is any). Reimbursements based on receipts provided proving the expenses were incurred. | |
|---|---|---|
| The job description does not fit the description in more than 50% (fifty) | If SE/EP tried to solve during RE: Full reimbursement of EP expenses. Reimbursements only based on the receipts provided proving the expenses were incurred. If HE was only communicated after RE Break: HE not liable. | OP. If not provided by the OP, the final responsible is the Hosting Entity |
| Global Volunteer exchange duration shorter than the agreed | Due factors AIESEC has no control: AIESEC is not liable. HE problems: Full reimbursement of EP and OP expenses. OP problems: Full reimbursement of EP expenses. Reimbursements only based on the receipts provided proving the expenses were incurred. | OP. If not provided by the OP, the final responsible is the Hosting Entity |
| GTa or GTe shorter than the agreed | Due factors AIESEC has no control: AIESEC is not liable. | Depending on the case Hosting Entity or OP If not provided by the OP, the final |



| | HE problems: | responsible is the Hosting Entity |
|--------------------|--|-----------------------------------|
| | Full reimbursement of EP and OP expenses. | |
| | OP problems: Full reimbursement of EP expenses. | |
| | Reimbursements only based on the receipts provided proving the expenses were incurred. | |
| | EP dismissed with cause & proofs (also of the prior notification if it applies): Proportional salary/stipend of the days they worked that are missing, before dismissal. | |
| | EP was dismissed before completing 70% of the internship, without valid and provable reason: Full reimbursement of flight tickets, visa fees, and any expenses paid by the ep to be paid to the ep. | |
| | EP was dismissed after completing 70% of the internship, without valid and provable reason: EP should be compensated with the remaining salary of the internship (the remaining 30% of the internship duration.) and return tickets. Further claims can be made. | |
| | Reimbursements only based on the receipts provided proving the expenses were incurred. | |
| EP ends RE earlier | Family emergency, health issues, legal Issues: No liability or responsibility if proof provided. | Sending Entity |
| | Other issues: It is suggested that also SE finds a replacementEP. If not possible, SE shall cover OP costs covered by OP contract with HE. | |



7. Terms of the Contract

- 7.1. This contract will come into effect on the date the contract is received by AIESEC in Sri Lanka.
- 7.2. This contract expires:
 - 7.2.1. If the completion of an exchange program by the Exchange Participant.
 - 7.2.2. Within one (1) year of this contract coming into force, the Exchange Participant has not been approved with an Exchange Program and if AIESEC has fulfilled all its responsibilities
- 7.3. After the expiry of this contract, AIESEC Sri Lanka will no longer offer refunds to the Exchange Participant.
- 7.4. If an Exchange Participant has not been approved by an exchange program within one (1) year, he/she may request an extension to the contract within thirty (30) days of the contract expiration. Any extension will only be granted at the discretion of the member committee of AIESEC in Sri Lanka and will only be considered in cases where an Exchange Participant was unable to get "Approved" due to unforeseen reasons out of his/her control. Where an extension has been granted, it will be added to this contract signed by the member of the function (Outgoing Global Volunteer / Outgoing Global Talent / Outgoing Global Teacher) and a Member Committee representative stating the reason for the extension and the new expiry date.
- 7.7. As per the Electronic Transaction Act no 19 of 2006 (amended under Act no 25 of 2017), online contracts have been accepted. Such contracts can be enforced in any competent court of law in any legal instance depending on the conditions and warranties of the said contract.
- 7.8. This Agreement shall be governed by and construed in accordance with the applicable laws in force in Sri Lanka. The courts in Colombo shall have exclusive jurisdiction to adjudicate upon any dispute, if any, arising out of or in connection with this agreement.
- 7.9. Any doubt/dispute and/or difference arising between any of the parties hereto concerning this agreement shall be first settled, if not by mediation, by arbitration by a sole Arbitrator or a panel of three arbitrators at Colombo as per the Arbitration Act No. 11 of 1995 of Sri Lanka.

8. Final provisions

- 8.1. The Legal Director of AIESEC in Sri Lanka receives an original copy of the contract after signed by the Exchange Participant and Vice President of the Local Committee/ Official Expansion.
- 8.2. AIESEC in Sri Lanka reserves the right to view and have any copy of the Exchange Participant contract at its discretion.



| 8.3. | For issues not covered by this contract, the parties will refer to the Exchange Program Policies set out by |
|------|---|
| | AIESEC International. |
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| 9. | Exchange Information |
| | |
| | Nature of exchange: |
| | (Global Volunteer/Global Talent/Global Teacher) |
| | Duration of exchange: |
| | Destination Country: |
| | Host Entity: |
| | |
| | |
| 10. | AIESEC Deliverables |
| | Accommodation: Provided / Not Provided / Provided Not Covered / Provided & Covered |
| | Meals: Provided / Not Provided / Provided Not Covered / Provided & Covered / other |
| | |
| | |
| 11. | Partner Deliverables |
| | Accommodation: Provided / Not Provided / Provided Not Covered / Provided & Covered |
| | Meals: Provided / Not Provided / Provided Not Covered / Provided & Covered / other |
| | Laptop: Provided / Not Provided |
| | Salary: |
| | |
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| 12. | EP Deliverables |
| | Job Description: |
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| Responsibilities of the Role: |
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| I understand and agree to the responsibilities and refund policy as stated on pages 1-9 of the official |
| AIESEC Exchange Participant Contract. |
| Exchange Participant: |
| Signature: |
| |
| I understand and agree to return to Sri Lanka/ Home country upon the completion of my Exchange Program in |
| foreign country. |
| Exchange Participant: |
| Signature: |
| |



| Office Use Only | |
|---|---------------------------------|
| I,, , ounderstood and agree to the responsibilities as states | |
| Participant Contract. | |
| | |
| | |
| Date: | Signature of the Legal Director |



INDEMNITY FORM

| l, | holding Passport No | will participate in the |
|--|---|--------------------------------|
| Global Exchange Program from AIESEC in Sri Lar | nka to the host entity. | |
| l, | , holding Passport Number | , as a participant |
| of AIESEC overseas activity (), unde | erstand and hereby agree to follow a | all the terms, conditions, and |
| responsibilities stated in the AIESEC Exchange P | ortfolio Policies, as well as the followi | ng statements: |

I shall be responsible for my own participation in the AIESEC overseas activity and prioritise my safety above all else.

I shall be responsible for my decision to travel to the destination country/territory and acknowledge any safety risks associated with it.

I will be liable for any harm caused by my actions to any stakeholders involved in the activity.

I understand that obtaining overseas travel and health insurance is my responsibility, and I shall take the necessary medications and vaccinations if required for the trip.

Before leaving my home country/territory, I shall inform my family, emergency contact, and the sending entity AIESEC in Sri Lanka about my contact details in the destination.

I hereby declare that I have thoroughly understood my roles and responsibilities. I am committed to abide by all the policies agreed upon beforehand to uphold the image of AIESEC in Sri Lanka and prevent any disrepute.

I acknowledge that AIESEC reserves the right to withdraw me from the Global Exchange Program should I fail to comply with the established policies and regulations.

I understand and accept that any involvement in illegal activities or any actions that cause injury, damage, or loss to any individual or entity will be my personal responsibility. AIESEC will not bear any liability on my behalf in such situations.

I assume full responsibility for my personal safety during the duration of my Exchange Program and pledge to adhere to the policies, rules, and regulations set forth by AIESEC.

I take full responsibility for the loss of my belongings or any damages incurred to my personal items due to my actions or negligence while participating in the Exchange Program. I will not hold any other parties responsible for such losses.

I hereby declare that I will acquire comprehensive travel insurance, including medical and life cover, for the entire duration of my Exchange Program. I understand that AIESEC in Sri Lanka or the hosting entity will not be held



accountable for any losses incurred during my participation in the program.

I fully comprehend and agree to return to my home country upon the successful completion of my Exchange Program in the foreign country.

I acknowledge that I have read and understood the content of this agreement, and I am voluntarily executing this declaration as a sign of my commitment and responsibility.

| Date: | |
|-------------------------------|-----------------------------------|
| | |
| | |
| | |
| | |
| Name of Exchange Participant: | Signature of Exchange Participant |



PARENTAL/GUARDIAN CONSENT FORM

An AIESEC exchange aims to deliver in the following areas:

- A positive learning experience.
- Practical skills and knowledge in a foreign environment to complement the Exchange Participant's higher educational background or field of career aspirations
- Interaction with a different social and cultural environment with a view to gaining intercultural competencies.
- Development of theoretical and practical leadership skills.

Opportunity to contribute to personal and professional life goals.

- Opportunity to apply personal and professional skills, knowledge, attitudes and values to work for the organization as well as the host communities.
- Develop awareness and knowledge of social issues and different practices of the sending and hosting entities.
- I,, the Mother/Father/Guardian of, have carefully read and understood the objectives of the Global Exchange Program of AIESEC in Sri Lanka. I hereby grant permission for my son/daughter to participate in this program.

I am aware that my son/daughter will be required to sign a contract and indemnity form acknowledging and agreeing to the responsibilities pertaining to both him/her and AIESEC in Sri Lanka.

I am also fully aware of the program fee that must be paid to participate in the Global Exchange Program. Additionally, my son/daughter has budgeted for all other necessary expenses to partake in the program, including travel to and from the hosting country/territory and city, travel insurance (including medical cover), visa costs, and any other essential processes required to obtain the legal ability to participate in the program. Moreover, I understand that my son/daughter must account for living expenses as necessary, funds for excursions, entertainment, and emergencies during the program.

I acknowledge and accept that my son/daughter is obligated to return to the home country upon the completion of the Exchange Program in the foreign country.

I am aware that the program may include preparation seminars and other activities that my son/daughter is required to participate in.

By granting this permission, I confirm that I have thoroughly read and understood the nature of the Global Exchange Program, and I give my consent for my son/daughter to take part in this endeavour.

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Signature of Parent/Guardian



| Emergency contact numbers: | |
|-------------------------------|-------|
| | |
| Email of the Parent/Guardian: | Date: |