

GEC J-1 Work and Travel 2019 - PARTICIPANT TERMS & CONDITIONS

Please read carefully the following terms and conditions related to your participation in the J-1 Summer Work Travel (SWT) program. INITIAL EACH POINT and sign and date the form at the bottom of EACH page indicating your agreement to the Terms and Conditions. If you have questions regarding any of the Terms and Conditions, please contact GEC for clarification or assistance BEFORE signing the document. Once you sign the Terms and Conditions, you are responsible for adhering to them during your program.

I hereby agree to the following terms and conditions of my participation in GEC's J-1 Summer Work Travel program and understand that:

- A.A. 1. The J-1 SWT program is first and foremost a cultural exchange program. Although the program contains a work component, this is not considered a work program. There is no guarantee that I will recoup my expenses to come to the U.S. I fully agree that this program is not to come to the U.S. for the purposes of making money.
- A.A. 2. I will abide with all program rules and regulations set by GEC and the U.S. State Department. I understand that my failure to do abide by the rules can and will result in my program sponsorship termination.
- A.A. 3. All of the information that I provide in the online application, including uploaded documents, is true. If I misrepresent or provide any false information in my application, my sponsorship may be terminated at GEC's sole discretion which will lead to my immediate dismissal from the program.
- A.A. 4. I am responsible for submitting all requested documents to GEC in a timely manner. I understand that GEC cannot be held responsible for additional costs incurred because I submit completed documents late or because of delays by the U.S. Embassy in issuing my visa. These additional costs include rebooking a flight. I understand that I will not book my flights until after my Embassy appointment results due to the potential of a visa refusal.
- A.A. 5. I must pay the SEVIS fee as part of my GEC program fee but pay the MRV application fee independently through the U.S. embassy's specific instructions. I am responsible for paying any additional visa fees that might apply to me as determined by the U.S. Embassy including additional fees regarding the scheduling of my appointment (including courier fees.)
- A.A. 6. Even though GEC will issue a DS-2019 Form if I meet the program requirements, I understand that GEC cannot guarantee that the U.S. Embassy will issue me a J-1 visa or that the U.S. Customs and Border Protection will allow me to enter the U.S.
- A.A. 7. I am required to review ALL GEC program materials in my GEC online account including the Program Information Guide, Participant Handbook, and Participant Insurance information, and I will complete the required online GEC orientation before I leave for the U.S. and will attend the scheduled in-person orientation in Nashville. I understand I am responsible for understanding the information given to me. If I have questions, I will reach out to GEC for clarification.
- A.A. 8. I will be responsible for covering the cost of replacing lost documents such as the DS-2019 form or passport and understand that I am required to have these documents in my possession while in the U.S.
- A.A. 9. GEC reserves the right to refuse sponsorship to any applicant that they feel does not meet the program eligibility requirements including the understanding of the purpose and regulations of the J-1 SWT program and language skills. I understand that final selection is solely the responsibility of GEC, not Southwestern Advantage.
- A.A. 10. I will obey all U.S. laws during my stay in the U.S. and will report to GEC any arrests, court hearings, job terminations, etc. that I may be involved in.
- A.A. 11. Once I have left for the U.S. to begin my program, I will receive no refund.

I have read the above program terms and conditions and agree to them before, during and after my program, as evidenced by my signature below.

Name:

Aida Abzhaparova

Signature:

[Signature]

Date:

12.12.2018

(dd)-(mm)-(yyyy)

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- A.A. 12. I will bring at least \$1,000 with me to the U.S. to cover my expenses which will include transportation, food, rent / housing deposits, and any additional upfront expenses. I understand that failure to do so may result in me being in the U.S. without a source of income for up to 2 – 3 weeks. I understand that GEC, my Host Site of Activity, the local coordinator (if applicable), host family (if applicable) or housing manager (if applicable) cannot loan me funds until I generate income.
- A.A. 13. GEC may or may not provide housing, and I may be expected to sign a lease and pay a security deposit which may or may not be refundable. I will read all housing contracts carefully and ask questions if I do not understand the terms and conditions. I agree to abide by local, state and federal housing codes as they pertain to number of occupants per room/per house, fire code violations, and noise ordinances. I will not seek housing by going door-to-door. If I need housing assistance, I will contact GEC. I understand that all housing (including what I may find on my own) may be vetted by GEC and if found not suitable I will not be allowed to stay at the housing. I fully understand that if I violate any housing rules and/or are evicted from my housing, GEC is not responsible for lost rent that I paid or the forfeiture of my housing deposit.
- AA 14. I am required to apply for a Social Security number and provide my number to Host Employers and GEC for any tax documents. My Social Security number and card are generated by the Social Security Administration and not GEC, and it's my responsibility to apply in person with the Social Security Administration office to complete an application after validating my GEC program and within 30 days after arriving in the U.S. GEC cannot guarantee that my application will be processed and / or a card will be received. I am responsible for contacting the office where I applied if my card has not been received after 6 weeks. If my card is mailed to GEC, I give permission to open it for the purposes of copying my card for their files and reporting the number to my Host Employer.
- AA 15. GEC reserves the right to dismiss me from the program if I am found by GEC to be a danger to myself or to others or if my conduct is found to be detrimental to the program. In such cases GEC shall not be held responsible for any charges or expense incurred by me, and the program fees shall not be required to be returned to me once I'm dismissed.
- AA 16. I am required to report to the GEC Site of Activity address as listed on my DS-2019 Form when I enter the U.S. If I decide I no longer want to work in the U.S., I understand that GEC will provide alternative options for my program at that time. Depending on the time left remaining in my program, GEC may end my working period in SEVIS, and I will have up to 30 days to travel in the U.S. before I must return home. I understand that this early departure from my work will result in a shorter time in the U.S.
- A.A. 17. I am not entering the U.S. on a tourist visa. If I choose not to work or do not find or accept additional vetted employment opportunities within a reasonable amount of time set by GEC, my program will be ended in SEVIS, and I will have up to 30 days to travel in the U.S. provided I return in time for the official start date of my university before I must return home. I understand that this will result in a shorter time in the U.S.
- AA 18. I will not accept any work opportunity during the period of my sponsorship other than what is printed on my DS-2019 Form without prior written approval from GEC which will require the submission of vetting documents from any potential employer (including GEC application, copy of business license, applicable employment insurance, evidence and documentation meeting the seasonal need of the business per regulations, etc) and a sufficient time notice to my Host Organization. I understand that not all employment in the U.S. is allowed under my J-1 program, and I understand that upon review of the vetting documents, the potential employer may or may not be approved by GEC. I will not work for unapproved or rejected employers or my program will be terminated which will require my immediate departure from the U.S. I may not begin new employment until GEC has returned a signed and approved work agreement indicating written approval to begin new work.
- AA 19. I will validate my program in SEVIS within 5 days after arriving in the U.S. by logging into my GEC account when I enter the U.S. I will also report, at that time, my current housing address and phone number as well as to confirm my arrival to my Host Site of Activity as printed on my DS-2019 Form. I understand that if I validate my program late or not at all, my program sponsorship will be terminated per the program regulations. I understand that I will get a "welcome" email from GEC confirming my validation. I understand that if I don't receive a "welcome" email from GEC, I will be responsible for contacting GEC for assistance.
- A.A. 20. It is my responsibility to notify GEC if I'm going to arrive later than the start date on my DS-2019 Form so my SEVIS record can be updated accordingly. GEC is not responsible for any expenses that I occur from late arrival including an invalid program in SEVIS because I did not arrive on time and my program was cancelled.

I have read the above program terms and conditions and agree to them before, during and after my program, as evidenced by my signature below.

Name:

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- A.A. 21. I will keep GEC directly updated with correct and current SEVIS housing and work information at all times as required by the Department of Homeland Security. I will notify GEC directly of any (and ALL) changes in my U.S. home address, phone number, email address, work status, and work address within 10 days of the change. I understand that if I notify GEC on the 11th day of the change or later, my program sponsorship will be terminated per the program regulations. I understand reporting false information such as work status or address information in my GEC account will result in program termination.
- A.A. 22. I will respond to the required monthly monitoring questionnaire within the specified given timeframe answering all questions including details of my cultural activities and experiences. I understand that I will be contacted each month that I am in the U.S. and MUST respond to my questionnaire within the required timeframe in my GEC online account. My failure to respond to any and all contact from GEC will result in the immediate termination of my program per the program regulations which will require me to depart from the U.S. immediately.
- A.A. 23. I will use safe and suitable transportation while in the U.S. If I need assistance, I will contact GEC. If I choose to ride a bicycle in the U.S., I will wear a bike helmet and reflective gear to protect myself. If I travel in a car, I will wear a seat belt and verify the driver has the appropriate license and insurance required by federal and state law.
- A.A. 24. GEC has my permission to release my information to services related to the Exchange Visitor Program including, but not limited to, medical providers, claims administrators, tax services, local, state and federal officials, investigators, etc. When mail addressed to me is received by GEC, GEC has my permission to open and scan it to me, to claims administrators, medical providers, etc.
- A.A. 25. The medical/health insurance policy through GEC is valid only for the duration of my program. Coverage begins on my arrival date in the U.S. as reported by me on my program validation (online via GEC account within 5 days after entering the U.S.) and ends on the end date on my DS2019 unless I notify GEC before the end date that I need to extend my coverage. If my program is ended earlier than originally planned due to withdrawal or termination, I understand this will affect the end date of my insurance coverage. If I fail to notify GEC for additional coverage, I understand that I am responsible for any medical expenses incurred. I understand that failure to have medical/health insurance while in the U.S. is a violation of program regulations.
- A.A. 26. I am responsible for reading the insurance materials. I understand I am responsible for filing any required paperwork for insurance claims within the required timeframe of the policy and GEC is not responsible for my claims or insurance paying my claims. I will review and understand what the benefit limits are and what is covered / not covered including any services requiring pre-certification or requiring a network provider to avoid additional expenses to me. If I want additional insurance benefits while I am in the U.S., I understand that I am responsible for purchasing an additional policy on my own. I agree that the insurance policy covers only what is stated in the actual policy details.
- A.A. 27. I understand that pre-existing medical conditions, including mental health coverage, extreme sports, routine medical care and dental care are not covered on the medical policy offered by GEC. I understand that charges related to those medical conditions and all exclusions stated in the actual policy will be my sole responsibility. I understand that ambulance charges are not covered unless I am admitted to the hospital and will be at my own expense. I understand my policy has an emergency room misuse deductible should I decide to use an emergency and am not admitted.
- A.A. 28. I understand that if I arrive early, before my program start date, I may not begin work or training before the program start date on my DS-2019 Form and must report to the approved Site of Activity on my start date. I understand that I may remain in the U.S. for up to a maximum of 30 days beyond the program end date of my DS-2019 Form (unless I end the work portion of my program early with GEC permission), and that these 30 days must not be used for additional work. I agree to return home by the official start of my university's academic calendar year regardless of my personal schedule or whether I'm returning to university for the upcoming season. This may shorten my 30 day travel period in the U.S.
- A.A. 29. I cannot extend my program in the U.S. once I arrive in the U.S. I understand that the J-1 program dates must be within my university's official academic calendar year regardless of my personal schedule and whether or not I'm returning to school when my J-1 program is over.
- A.A. 30. My Summer Work Travel program dates must also fall within the allowed program dates set by the Department of State which will vary by school country, for a maximum period not to exceed 4 months. I understand that I must return home at the end of my program before my university's official academic start date. Any attempt to remain in the U.S. (including changes of status, waiver objection requests, program extensions, etc) is considered abuse of my program and will be reported to the Department of Homeland Security as required.

I have read the above program terms and conditions and agree to them before, during and after my program, as evidenced by my signature below.

Name:

Aida Abzhaparova

Signature:

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- A.A. 31. I agree to inform GEC immediately in the event that I wish to end my work program earlier than originally stated on my DS2019 or work agreement or if my summer work opportunity is terminated earlier than expected due to economic, operational or performance reasons.
- A.A. 32. I understand that employers may perform a pre-employment drug screening and random drug testing throughout my time in the U.S. I understand that if I fail this screening, GEC will not be able to place me in new employment but will allow me a 30 day travel period. At the conclusion of the 30 day travel period, I will return to my home country. GEC is not responsible for any fees that I incur due to leaving the U.S. early.
- A.A. 33. I understand that if I live or work in a state that has legalized marijuana, it is still illegal under federal law. As an exchange visitor in the U.S., I am required to follow federal law and understand that I should not consider myself exempt from law enforcement.
- A.A. 34. I am responsible for all of my acts along with any loss or damage as a result of those acts while on the program and that I agree to indemnify and hold harmless GEC and any other party that has suffered a loss by reason of my conduct.
- A.A. 35. GEC is not liable with regards to my personal safety or personal belongings while travelling to the U.S., during my time in the program or while returning to my home country.
- A.A. 36. It is my responsibility to find internet service while in the U.S. in order to access my GEC record during my summer program for the purposes of program validation, address updates, and monthly monitoring responses. If I have difficulty accessing my GEC record, it is my responsibility to contact GEC immediately for assistance and follow the instructions provided. It is my responsibility for updating my email address with GEC if it changes during my program.
- A.A. 37. I must purchase round trip airfare that can be changed as GEC is not responsible for return airfare if I choose to leave the program early or have any program events that result in travel changes including program termination or withdrawal. I must not purchase my round trip airfare until after my visa appointment and my passport is returned in order to ensure that I will receive a visa.
- A.A. 38. GEC is not responsible for any transportation costs associated with my program to the U.S., during my program in the U.S. or departing the U.S. included expenses occurred for any relocations.
- A.A. 39. If I violate any rules or regulations of the program, my program sponsorship will be terminated which requires me to return home immediately. Once a program has been terminated, it will not be reinstated. I understand that the reasons that may lead to my program termination include, but are not limited to, SEVIS reporting violations, failure to answer monthly monitoring or GEC contact within the required timeframe, breaking U.S. laws, stealing from my Host Organization, not honoring the work agreement, and working at unapproved or unvetted jobs. I will review my Participant Handbook for all program rules and regulations that must be followed to avoid program termination. As a program termination is a serious matter, I understand that I will no longer be allowed to stay in the U.S., work in the U.S., or live in arranged housing (if applicable).
- A.A. 40. If I require assistance or have questions while in the U.S. about my J1 program or status, my first point of contact should be GEC, not my Host Organization, not my Home Country Agent, not the U.S. Department of State, etc. GEC is my sponsor, and information regarding my program status, regulations, program rules or questions about my program is communicated from GEC.
- A.A. 41. I will contact GEC directly and immediately when I have any situations that affect my health, safety, and welfare.
- A.A. 42. I may not be out of the U.S. for more than 30 days at a time during my work program and that I must contact GEC before any trip outside of the U.S. to receive approval and good standing authorization from GEC in order to re-enter the U.S. If I travel outside of the U.S. during my travel period, I understand I will not be allowed to re-enter the U.S. after my end date. I understand that GEC does not encourage travel to third party countries during my program or during my 30 day travel period as they cannot assist me should I not be allowed re-entry by Customs Border Protection.
- A.A. 43. I understand that no work is allowed after the end date on my DS-2019 Form including the Southwestern check-out process. Southwestern check-out must be complete prior to the end date on the DS-2019 Form.
- A.A. 44. I agree GEC has permission to courier my program documents to designated individuals at my Host Employer to forward to me or any designated person I communicate to GEC.
- A.A. 45. I agree for GEC to use my photos, testimony or quotes provided on social media, publications or marketing materials.

I have read the above program terms and conditions and agree to them before, during and after my program, as evidenced by my signature below.

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Signature:

[Signature]

Date:

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