



Phone: ++1-866-387-2448

Participant Agreement for Summer Work Travel Program in the USA

Between: **American Camp And Work Experience, a division of Core Consulting Solutions llc**

Address: One International Boulevard, Suite 400, Mahwah, NJ 07495 (hereinafter: ACAWE)

And:

Name: _____ (Hereinafter: the Participant) **Passport number:** _____

Address: _____

Whereas ACAWE is recruiting Participants for Summer Work Travel opportunities in the United States as a designated sponsor of an Exchange Visitor Program of the United States Department of State, identified as No. P-3-10934 and whereas the Participant is interested in participating in this program. Therefore, it is agreed that:

1. **Dates:** This program is for the 2009/2010 Summer Work/Travel Program. The exact departure date to the United States and the specific position to which the Applicant will be assigned will be determined individually and finalized only after the Applicant has received a Summer Work Travel visa from the United States Department of State (DOS). The assignment will continue for a period of up to four months, after which time the participant will be allowed to travel within the United States under this program sponsorship. The duration of participation in both work and travel is dependent on University or College official vacation schedule.
2. **Job Description:** Participant agrees to perform services to the assigned employer. ACAWE will agree on the general terms of the role of the Participant at the Summer Work Travel employer's facility with the Summer Work Travel employer. Upon arrival at the Summer Work Travel employer's facility, Participant will be provided with a specification of duties and responsibilities as determined by ACAWE and the Summer Work Travel employer.
3. **Job:** The Participant will be considered a member of the Summer Work Travel Employer's staff and will perform services according to the specific requirements of the Summer Work Travel Employer in a like manner as all other staff members. The Participant is considered on duty at all times except for scheduled days off and free time in accordance with the practices of each position as determined for all staff members in like positions. This position may include housing with minimal privacy and meals.
4. **Employment Options:** The US Department of State allows for a percentage of Students under the sponsorship of ACAWE to find employment on their own. Participant's choosing this option must have confirmed a job placement offer acceptable to ACAWE prior to their Visa Interview.
5. **Preparation:** ACAWE or their local representative will provide an orientation program for the Participant that will prepare the Participant for their specific position and for the Program in general. Participation in all orientation programs is mandatory in order to participate in the Program.
6. **Visa:** ACAWE will coordinate all activities relative to the Visa process. The participant will assume all costs involved in this process. Should the Participant be denied a Visa by the US Department of State, there will be no obligation, financial or otherwise, from ACAWE to the Participant and from the Participant to ACAWE.
7. **Criminal Background Check:** Participant is required to obtain a clean Criminal Background Check from an approved government authority in their home country as a condition of employment, at their expense. ACAWE will assist in the process.
8. **Flight:** The Participant is responsible for his/her own travel to place of employment. ACAWE will assist in this process.
9. **Departure:** The Participant is required to depart the United States upon the expiration of the Participant's involvement in the Program or at the end of the allowable stay as accorded by the Department of State to all Participants in this specific program. Failure to comply with this condition will result in ACAWE informing the US Department of State which may result in immediate expulsion from the United States and other consequences including refusal of future travel visas to the United States.
10. **Insurance:** ACAWE will provide Basic Health and Sickness Insurance for 84 days, with an additional option of third party liability and baggage insurance for the duration of the Program per the DS-2019. The Participant will also be covered by the Summer Work Travel employer's Workmen's Compensation Insurance policy for any job related injuries. The Participant will be required to purchase this insurance at the cost of \$1.50 per day or provide an alternative insurance with the coverage required by ACAWE and the State Department.

11. **Compensation:** The Participant will receive pay and benefits at the Summer Work Travel employer's facility in an amount determined by the experience and position of the Participant. Should the Participant not complete the full term of the assignment, the Participant may be provided with compensation not to exceed the pro rated amount from the number of days counting from the date of the start date of employment to the date of departure. The Participant is not considered an ACAWE employee.
12. **Social Security Number:** Upon arrival in the United States, participant will fill out an application for a Social Security Number. Participant can locate their closest Social Security Office at www.ssa.gov. Upon completion of the Social Security Number application, the Social Security Administration will provide the participant with a receipt. At this time, an employer may or may not allow the participant to work. The decision to allow the participant to commence employment prior to receipt of the actual Social Security Card is at the sole discretion of the employer. ACAWE will not intervene in employer's policies on working prior to the assignment of a Social Security Number.
13. **Transportation within the United States:** Any costs are the responsibility of the Participant. ACAWE will assist with arrangements for transportation from airports to placement.
14. **Supervision:** The Participant is required to fulfill the responsibilities of their assignment and to accept the supervision of their supervisors in all aspects of their presence. Each Participant will have a 24 hour emergency contact number for ACAWE so that ACAWE may provide assistance, as needed, and facilitate communication with direct supervisor if required.
15. **Work location:** If the Participant changes work location, s/he must inform ACAWE for approval prior to changing jobs and immediately upon finalization so that notification can be made to SEVIS.
16. **Termination:** Should the Summer Work Travel Employer decide to terminate the Participant's employment, ACAWE is under no obligation to find the Participant employment a different Summer Work Travel Employer. In the case of termination, all expenses involved in transportation, telephones, lodging and meals will become the Participant's responsibility. If the Participant is unable to find a new placement within 10 (ten) days, the Participant will be required to depart the United States immediately as the J1 Visa will be cancelled.

Should a Participant fail to honor his/her employment commitment to an Employer, for any reason, without the written acknowledgment and approval of ACAWE, ACAWE may terminate the Participant's Visa immediately, including the privilege of travel, and Participant will be required to leave the United States within 24 hours, and may lose the privilege to re-enter the United States in future.

17. **Participant understands and acknowledges that ACAWE is the Visa Sponsor, not the employer.** Payment of all wages is the responsibility of the Employer and will be made directly to Participant.
18. The relationship between the Summer Work Travel employer and the Participant and all ACAWE clients, former or present, is under the supervision of ACAWE and neither the Summer Work Travel employer nor the Participant may enter into any future relationship without the written permission of ACAWE. Should any ACAWE client contact the Participant regarding employment the Participant agrees to immediately inform ACAWE.
19. Participant is aware of the fact that s/he is a representative of his/her home country and carries the moral responsibility to represent their country properly. This responsibility is always in force and includes proper and honorable behavior, appropriate dress code and professional and proper conduct.
20. While working at the Summer Work Travel employer's facility, whether on duty or off duty, the Participant serves under the responsibility and authority of the specific Summer Work Travel employer to which the Participant has been assigned. ACAWE will be available to assist, however, with all needs that may arise.
21. ACAWE will use its best efforts to find appropriate assignments for the Participant. Should ACAWE be unable to find an appropriate assignment, for whatever reason, ACAWE assumes no responsibility for the Participant and may cancel this agreement immediately and without cause.
22. **Fees:** All fees will be paid by participant to the local agent. No fee is to be paid to ACAWE.
23. **Withdrawal:** In the event that a Participant withdraws from the program, there is no refund. If withdrawal is after the interview and acceptance fees is paid then only the unused parts of the fees will be refunded. In the event that the participant is denied a visa by the US Government, ACAWE will refund the unused portion of the Acceptance fee. In the event that ACAWE fails to offer a placement to the Participant by a date TBD, the participant will be able to withdraw from the program with no commitments on his/her behalf.
24. **Availability:** Participant agrees to comply with all requirements of ACAWE and the US Department of State to maintain ongoing contact with ACAWE, advising ACAWE of residential address, local phone contact, Employer's address and any changes in any living or traveling circumstance. Participant agrees to submit to reasonable supervision of his/ her location as determined by ACAWE.

25. **Jurisdiction:** The venue in any case will be New Jersey, USA.

26. **All is written:** All arrangements in this contract are obligating for both parties. Any other direction, instruction or arrangement will not obligate without a written remark in this contract or a written agreement signed by both parties.

Participants who complete the Program in a satisfactory manner may be asked to return a second year and will be entitled to appropriate increases in support.

I have read and understand all stated above.

Name: _____ Signature: _____ Date: _____

Name and Signature of Core representative: _____ Date: _____

If under 21, Parent/guardian signature required

Name: _____ Signature: _____ Relationship: _____

Date: _____