



STUDENT NAME: \_\_\_\_\_  
family name first name middle name

### INSTRUCTIONS

Carefully review this important information with your parents. This form must be signed by you and one of your parents indicating you agree to the terms and conditions of participating in the program. Return the form to your American Councils program office with your application. Your parents should keep a copy of this document for their reference.

#### A. PURPOSE

The Youth Exchange and Study (YES) program (referred to below as "the Program"), sponsored by the U.S. Government, promotes friendship between the United States and your country, and provides participants personal development through living with a U.S. host family and studying in the United States.

The U.S. Department of State implements the Program with the assistance of private, not-for-profit organizations (referred to as "Program Organizations"). While in the United States, participants are in the care of "Placement Organizations" that identify and arrange host families and schools and provide support and guidance for them during the exchange Program. Participants attend a U.S. school, share in American family life, learn about the United States, increase their sensitivity to cultural differences and similarities, and develop a deepened awareness of shared human values and interests. The Program, consistent with its commitment to mutual understanding between the people of the United States and people of other countries, encourages cultural diversity in the selection of participants and host families. Participants are required to return to their home country after their Program, where they are expected to share their experiences in the United States.

This document must be signed by a natural parent or legal guardian of the participating student (referred to as the "Parent").

#### B. PARENT AGREEMENT

##### General Program Policies

1. I give my child permission to participate in this Program. I and my child will obey the policies described in the Program Handbook and Program Organization guidelines. I understand that the original English-language version of this document represents the final authoritative wording of policies and guidelines.
2. I understand that if I or any other immediate family member has applied at any time to emigrate to the United States or if I or any other immediate adult family member (whether estranged or not) is a U.S. citizen or green card holder, it may negatively affect my child's eligibility for the Program.
3. I understand that if another member of my immediate family will be living in the United States at the same time my child would be participating in the Program, it may affect my child's eligibility for the Program.
4. I affirm that my child has not stayed in the United States for more than ninety (90) days in total during the past five (5) years.
5. I understand that my child must meet the Program eligibility requirements, be a citizen or permanent resident of the country in which s/he is applying, and be able to obtain a passport from their country of citizenship and a J-1 visa for entry into the United States.

6. I understand that participants in an exchange visitor program funded by the U.S. Government are required, under Section 212(e) of the Immigration and Nationality Act, to reside in their home country for a minimum of two (2) years after completing their exchange program in the United States before they are eligible for an immigrant visa, U.S. permanent residence, or a non-immigrant H or L visa.
7. I understand that if my child is selected to receive a scholarship, final acceptance will depend on fulfillment of the medical, placement, and academic requirements of the Program, and on the ability of the placement partner to secure an appropriate family and school placement.
8. I understand that I may not visit my child during their time on Program in the United States unless I obtain prior written approval from the Placement Organization.
9. I agree to release and discharge the Program Organizations and their employees and agents; host families; Program representatives; school representatives; and the U. S. Department of State and its employees, agents, and instrumentalities from any legal liability, claim, or demand in connection with:
  - a. any emergency, accident, illness, injury, or other consequences or events arising from the actions or participation of my child in the Program.
  - b. any cause, event, or occurrence beyond the control of the Program Organizations or the Department of State, including, but not limited to, natural disasters, war, terrorism, civil disturbances, and the negligence of parties not subject to the control of the Program Organizations.
  - c. any actions or negligence of commercial airlines, trains, buses, restaurants, hotels, and other entities engaged for travel-related services, including, but not limited to, lost baggage, uncomfortable accommodations, and travel delays.

##### Travel Policies

10. I agree that my child will travel to and from the United States in strict accordance with the travel plans made by the Program.
11. I will not encourage or permit my child to travel outside the host community during participation in the Program except in strict accordance with the following requirements:
  - a. If my child desires to travel outside the host community **with and under the supervision** of their host parent(s), school official, or other responsible adult, my child must first obtain written approval from the Placement Organization.
  - b. If my child desires to travel outside the host community unaccompanied by their host parent(s), school official, or other responsible adult, my child must first obtain written approval from the Placement Organization and me, the child's Parent. Some Placement Organizations may not allow such travel.
  - c. My child's safety must be assured to the greatest extent possible.



- d. The travel must not interfere with school attendance.
  - e. *International* travel requires prior authorization by the U.S. Department of State, and the participant must have a multiple-entry U.S. visa.
  - f. I understand that many Placement Organizations limit, discourage, or do not allow visits with natural family members or friends from the home country even if they live in the United States. Such visits interrupt the continuity of the relationship with the host family and may diminish the exchange experience for the student and host family. Policies vary by Placement Organization. I agree to follow all Placement Organization's rules concerning visits.
  - g. I understand that visits to my child's home country while on program are not allowed. Exceptions may be made in the case of the death or imminent death of an immediate family member (mother, father, brother, sister) contingent upon identification of funding to cover the costs and Program approval. An unauthorized visit will result in my child's dismissal from the Program. Such non-emergency trips break the continuity of the relationship with the host family and may diminish the exchange experience for the student and host family. Any requests for exceptions must be presented to the Placement Organization and approved by the U.S. Department of State.
12. I understand that my child will be responsible for paying any fees incurred for carrying baggage in excess of the baggage limits set by the airlines used for Program travel. I understand that this provision applies to both international and domestic travel within both the United States and our country.
  13. I understand that in making travel arrangements for my child, the Program Organizations contract with or use commercial airlines, trains, buses, restaurants, hotels, and other entities whose performance and services cannot be controlled by the Program. I agree that the Program Organizations reserve the right to change or alter travel, lodging, or other arrangements if they believe such change or alteration to be in the best interest of the participants.
  14. I understand that my child must return home at the end of the Program on the date assigned by the Program Organization. Participants will not be allowed to remain in the United States after their assigned return-travel date. After which time, they will no longer be supported by the Program, will not have health benefits, and may be reported to the U.S. Department of Homeland Security. Changes to the assigned departure date will not be made to accommodate graduation, prom, or other special school or family events that occur after the assigned date.

### **School and Host Family Placement**

15. I authorize the Placement Organizations and their employees and representatives to change the place of residence or school designated for my child when they believe such change to be in our child's best interest. I understand that I will be notified of any such changes.
16. I recognize that schools in the United States may impose academic standards or other requirements in determining grade level placement that differ from those at the school my child now attends. I acknowledge and accept that participation in the Program does not guarantee credit or graduation from the school my child now attends or from the U.S. school my child will attend while participating in the Program. I and my child will accept the grade placement assigned by the U.S. school. I understand that it is my responsibility to arrange with the school my child now

attends to receive credit or to take exams upon completion of the Program; or to arrange for permission for academic absence from any institute or university to be attended upon return.

17. I understand that my child must attend school and complete required coursework. Non-attendance may result in dismissal from the Program. Allowing for an initial period of adjustment, participants must achieve and maintain adequate academic results. After a reasonable period of time, poor motivation, underachievement, or inappropriate behavior may be cause for dismissal from the Program. If a student is expelled from school, it will likely result in Program dismissal.
18. I am aware that the United States is a multi-racial, multi-ethnic country providing a diversity of living experiences and that there is no single living experience that is typical. I understand that placements are made based on criteria designed to determine suitability of host families, and the Program does not discriminate on the basis of race, disability, religion, gender, or ethnic origin, with respect to either participants or host families.
19. I understand that participants and parents cannot choose host families, school, grade placement, or location of placement. Placement organizations will request participant and parent agreement if your child will be 1) placed in a home with another exchange student [a double placement]; 2) placed with a single host parent without children in the home; or 3) enrolled in a school run by a religious organization.
20. I understand that my child cannot be hosted by our family members.
21. I understand there are strict laws restricting smoking and vaping by people under the age of 21 in the United States. I understand that the host family may have objections to smoking and vaping in their home and that schools forbid smoking and vaping or the possession of tobacco and e-cigarette products. I and my child agree to honor all U.S. laws and host family, school, and Placement Organization restrictions.

### **Health/Medical Issues**

22. I understand that before a participant arrives in the United States, the Program must receive written permission from Parents to obtain emergency medical attention if needed (see Permission for Care of My Child). My child will receive medical attention in case of an accident or emergency. The insurance provider is determined by each Placement Organization. Each insurance provider has specific policies and restrictions governing the types of expenses it will reimburse. Placement Organizations, their representatives and host families are not responsible for any medical bills not covered by insurance regardless of who signs the hospital admission form. The Program is not responsible for any negative results because of medical treatment.

I confirm the information stated in the Student Health Certificate is accurate and contains no material omissions of which I am aware. **I understand that omitting information on the Student Health Certificate could endanger the health of my child and may be grounds for dismissal from the Program.** I will immediately inform the Program Organization of any change in information. I understand that any physical or mental health condition requiring a significant and sustained level of care or monitoring of my child may require reconsideration of my child's participation in the Program. In the event my child has a recurrence of any previous



illness or any condition contracted before leaving home or in the United States that is not covered by insurance provided by the Program, I authorize the Program Organization to release my child to my care in our home country. I will not hold the Program Organizations and their employees and agents; host families; Program representatives; school representatives; or the U.S. Department of State and its employees, agents, and instrumentalities responsible for any debts incurred in connection with this permission. I understand that treatment will be provided for injuries sustained by my child while on Program, but the extent of coverage is subject to the Program's insurance or health benefits providers' rules and policies.

23. I confirm I have provided a full and complete medical and immunization history for my child. I understand that U.S. schools require immunizations and I agree to allow the Program Organizations to arrange for all immunizations required for my child. I understand that such immunizations will be administered according to U.S. medical standards and at no expense to me or my child.
24. I agree to and authorize the Placement Organization, its personnel and representatives, and the adult members of the host family, to act for me in any emergency, accident, or illness.

**GENERAL POLICIES**

25. **Internet:** Participants are required to follow all rules regarding use of computers, tablets, cell phones, and the Internet as determined by their Placement Organization, host family, and/or host school. Participants who place private (contact information, pictures, etc.) or other information on the Internet in violation of the rules established by their Placement Organization, host family, and/or host school may be dismissed from the Program. These Placement Organization rules are intended to protect students' safety. Students who in any way put the safety of themselves or others at risk by misusing the Internet may be dismissed from the Program and may be subject to prosecution for any violation of law.
26. **Dangerous/Risky Activities:** All health benefit or insurance plans consider certain activities risky and will not cover treatment for injuries sustained while participating in them. Such activities may include, but are not limited to, the following:

- boxing
- bungee jumping
- scuba diving
- skydiving
- rock climbing (indoor/outdoor)
- hang gliding
- operation or passenger of an all-terrain vehicle (ATV) or motocross bike
- downhill skiing
- horseback riding
- parachuting
- zip lining
- parasailing
- water skiing
- wakeboard riding
- jet skiing (operation or passenger of)
- windsurfing
- snowmobiling (operation or passenger of)
- spelunking
- motorcycle/motor scooter riding (operation or passenger of)
- skateboarding
- snowboarding
- BMX racing
- X-games (extreme sports)

Participants are not permitted to engage in any activities not covered by a health benefit plan or insurance. In addition, participants are not permitted to engage in any activities prohibited by their Placement Organization even if the activity is covered by insurance.

27. **Driving Motorized Vehicles:** Participants are not permitted to drive any motorized vehicle (such as a car, motorcycle, all-terrain vehicle, etc.) or pilot any aircraft under any circumstances while in the United States. Violators of this policy will be considered for Program dismissal. Exceptions may be granted for farm equipment if allowed by the participant's Parent and Placement Organization. If authorized, the participant must observe precautions regarding safety and legal limitations.
28. **Employment:** The J-1 visa status permitting participants to stay in the United States restricts employment. Participants may not be employed on either a full or part-time basis but may accept informal employment such as babysitting or yard work.
29. **Marriage and Pregnancy:** Participants who marry either while a participant or prior to the becoming a participant will be considered for dismissal from the Program. Participants who are discovered to be pregnant or to have caused a pregnancy must return home.
30. **Participant Expenses:** The Program provides orientations, travel arrangements, host family and school placements, allowances, and insurance. In addition, the Program provides the Form DS-2019 required to apply for a J-1 visa at a U.S. embassy or consulate. The Program is not responsible for additional student expenses beyond the incidentals allowance, monthly pocket allowance, and official Program activities and travel. The host family is responsible for providing three meals a day for the participant and must provide either lunch money or a bag lunch. All other expenses, such as extra school fees or activities, social activities, personal and hygienic supplies, postage, and telephone calls, are paid by the participant using Program allowances.
31. **Illegal Activity:** Students may be subject to prosecution by the U.S. legal system and may be dismissed from the program if they engage in illegal activity, including but not limited to:
  - **Alcohol:** Participants are required to observe all U.S. laws with regard to the minimum drinking age in the United States, which is 21.
  - **Drugs:** Participants are prohibited from selling, using, distributing, sharing, or possessing any drugs that are illegal under federal, state, or local law, including, but not limited to, marijuana and unauthorized use of prescription drugs. Any infraction is considered a grave violation of policy and may result in dismissal from the program.
  - **Smoking:** There are strict laws restricting smoking in the United States. The legal age to buy tobacco in the United States is 21 years old. According to the Food and Drug Administration (FDA), tobacco includes cigarettes, smokeless tobacco, hookah tobacco, cigars, pipe tobacco, electronic nicotine delivery systems including e-cigarettes (vapes) and e-liquids.
  - **Theft or shoplifting**
  - **Any other activity that is against U.S. law** or that results in the participant being arrested or charged with a crime.



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Neither the Program Organizations nor the Department of State is obligated to provide legal counsel or defray representation expenses or fines of any sort should a participant be charged with any crime or do something that attracts the attention of law enforcement officials. In such cases, the participant is subject to all local, state, and federal laws.

TERMINATION FROM THE PROGRAM

- 32. I understand that my child may be dismissed from the program for behavior that the Program Organizations, with the concurrence of the U.S. Department of State, consider inappropriate or detrimental to my child or to the program. Inappropriate or detrimental behavior may include, but is not limited to, violating host family or school rules, academic under-performance, or failure to participate in program activities. It may also include inappropriate sexual behavior, including but not limited to the viewing and/or sharing of sexually explicit material, verbal or physical harassment, and any violation of U.S. law.
33. I agree that if I violate any provision of this Agreement, or if my child, while in the United States, does any of the following, then it may be determined that my child has voluntarily withdrawn from the Program:
a. is absent without authorization from the host school or the

place of residence designated by the Placement Organization without obtaining the advance written approval of the Program. The Program may determine that the student has left the Program through their own voluntary action. In this case, the Program is absolved from all obligations, legal or otherwise, to the student or their Parents for the student's current or future well-being. The Program will, if the circumstances warrant, work with the student to return to the Program. However, if this cannot be accomplished, a decision will be made that the separation from the Program is final, and the student will receive a letter from the Program sponsor indicating that the student has been reported to the U.S. Department of Homeland Security in the Student and Exchange Visitor Information System (SEVIS) database. The participant's medical insurance and health benefits will be canceled; or

- b. travels without their Placement Organizations authorization; or
c. has misrepresented themselves in the Program application.
34. If my child voluntarily withdraws or is dismissed from the Program at any time after departure from our country, I understand that their scholarship, Program status as a J-visa holder, and health insurance/benefits coverage will be canceled.

C. NATURAL PARENT DECLARATION AND AGREEMENT

I have discussed the Program and this Agreement with my child, and each of us fully understands the obligations imposed on us. I confirm that all information provided in my child's application materials and this Agreement is truthful. We understand that any misrepresentation or false answer in this application can be grounds for my child's termination from the Program.

SIGNATURE OF PARENT OR LEGAL GUARDIAN:

Print name:



\_\_\_\_\_

\_\_\_\_\_

family name

first name

middle name

DATE: \_\_\_\_\_

D. STUDENT DECLARATION AND AGREEMENT

I have read this Agreement and discussed with my parent(s) or guardians its terms and conditions. I agree with the purpose of the Program and fully accept all terms and conditions of this Agreement, and all other rules, regulations and conditions set forth concerning the Program. In particular I will do my best to become an integral part of my host family, school and community; will travel only in accordance with the Travel Policies Section of this Agreement; and will attend the school designated for me on a regular basis and complete all work to the best of my ability. I hereby certify that the information provided in all parts of this application is truthful. I understand that any misrepresentation or false answer can be grounds for my dismissal from this Program.



SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_