

Training Agreement – Participant section

Section I - Trainee information

1. Family name 2. First name(s)
3. Sex: F ☐ M ☐ 4. Permanent address
5. Date of birth 6. City of birth 7. Country of birth
8. Country of citizenship 9. Country of legal residence
10. Emergency contact: Name Tel.....
11. University/School
(month/day/year) (country code/area code/number)
12. Major field of study 13. Years of post-secondary study completed : ... years
14. Diploma prepared 15. Graduation date (*predicted or actual*)

(month/year)

Section II - Comprehensive training plan and objectives

1. How are you preparing yourself for the training exchange program ?
2. Explain the skills and knowledge you aim to acquire from this exchange and the possible means of achieving these.
3. Please explain why you wish to complete your exchange in the US.
4. How is the training related to current career track ?

5. Explain how this training program will assist in fulfilling your career goals in your home country

.....

.....

.....

III - Participant declaration

Please read, sign and keep a copy for your own reference below. All applicants must read the following terms and conditions and sign below to confirm acceptance of the conditions. Experience has shown that the single most important factor in assuring a safe and successful experience abroad is the sensible and cautious behavior of the participants themselves. It is the responsibility of the applicants/participants to act in accordance with these guidelines.

- 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.
- CIEE reserves the right to refuse any applicant who does not meet the Program eligibility requirements or any application that CIEE does not deem appropriate to accept in the general interests of the Program. In the event that CIEE refuses an applicant's acceptance on the Program, any refund will be issued through the organization with which the original application was submitted, less any cancellation deductions.
- CIEE makes no representation 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.
- The participant is responsible for considering his/her personal health and safety needs when applying for or accepting a place on the Program. If the participant suffers from any health or other condition that would create a risk for him/her while abroad, he/she should not apply.
- 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 US. Each participant must take full responsibility in the event that laws, regulations, or customs are broken, regardless of foreknowledge.
- The participant agrees to pay all fees in accordance with the requirements of CIEE.
- Applicants are responsible for submitting all requested documentation (including passport copy) to the CIEE office or Partner Organization 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 US Embassy in issuing a visa.
- Passports must be valid for at least 6 months beyond the anticipated date of departure from the US.
- CIEE cannot accept applications from participants intending to work in the US as au pairs, camp counselors, in private households, as ship crewmembers, or as medical staff having patient contact.
- Each participant must pay the local visa fee to the US Embassy. Applicants are responsible for any additional visa fees that might apply at the US Embassy or Consulate in the country where they are applying for the visa.
- Participation on the program begins on the day of departure from the participant's home country and terminates on the day of departure from the US (within the legal program dates).
- CIEE may issue a DS-2019 form if a participant meets the Professional Career Training USA program requirements, but cannot guarantee that the US Embassy or Consulate in a participant's country of residence will issue a J-1 visa.
- Insurance is provided for each participant for the entire stay in the US. It is the responsibility of each participant to purchase further insurance should he/she extend his/her period abroad for any reason. CIEE cannot be held responsible for any insurance claims in the event that a participant has failed to secure adequate insurance.
- 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 due to lack of care must be borne by the participant.
- CIEE reserves the right to dismiss from the Program any participant who is deemed by CIEE to be a danger to him/herself or 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.
- The participant shall be responsible for and held liable for all his or her acts along with any loss or damage that results from those acts while he or she is on the Program. In the event that CIEE, its affiliates and overseas cooperators, and/or any respective employees, agents and representatives of any of these entities suffer any loss or damages as a result of the acts of the participant, then the participant agrees to indemnify the party that suffered such loss or damages. Such claims for indemnification shall cover any and all reasonable claims, causes of action, judgments, losses, costs, or expenses which may be made against any of the parties listed or which said parties may suffer or incur as a result of or relating to acts of the participant.
- The participant must supply CIEE with the name and contact details of next of kin, to be contacted in the case of emergency on the application form.
- 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.
- Individuals who have recently held a J-1 visa for the US have to remain in their home country for a minimum of 90 days before Council can issue a DS-2019 for PCT USA.
- This program is subject to US government approval and change without notice. Please also note that the US government is in the process of implementing an immigration tracking system, known as SEVIS, for all J1 visa holders, and that there may be a fee associated with this service. The participant is responsible for paying this fee and for complying with all SEVIS regulation.
- The visa application process can take anywhere from 10 business days to several weeks to complete. Since you must surrender your passport to the embassy during the visa application process, you must be sure not to arrange any travel, for which a passport is necessary, during the visa application period.
- Once the participant has departed for the US, under no circumstances will there be any refund, even in the event that CIEE is forced to withdraw sponsorship.
- Training Agreement Forms represent employment-at-will agreements and under no circumstances are 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 is not fluent in English and/or does not arrive on time and/or has misrepresented any statement in his/her application, there is an extremely high likelihood the position will not be made available to him/her.
- If, during the course of the program a participant encounters any difficulties with safety, health, his/her job, housing or any other problem, s/he must notify CIEE as soon as possible.
- CIEE does not own or operate any entity which is to or does provide goods or services for this 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 in 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 in a timely fashion, dangers associated with animals, sanitation problems, food poisoning, lack of, access to or quality of medical care, difficulty in evacuation in case of a medical or other emergency, or for any other cause beyond the direct control of CIEE.
- Any dispute concerning, relating, or referring to this contract, to the Professional Career Training USA application, to any other literature concerning this program, or the program itself shall be resolved exclusively by binding arbitration in New York, New York, according to the then existing rules of the American Arbitration Association. Such proceedings will be governed by substantive New York law.

I hereby waive and release the Council on International Educational Exchange, its affiliates and overseas co-operators, and their respective employees and representatives, to the maximum extent permitted by law, from any claims, causes of action and liability for any loss or damage (including, without limitation, damage to property, personal injury, illness or death) suffered or incurred in connection with the PCT USA Program, whether based on breach of contract, statutory duty or warranty, negligence or any other grounds. I will indemnify CIEE, its affiliates and overseas cooperators, and their respective employees and representatives of any loss or damage incurred or suffered by them and caused by me in connection with the Program. I agree to abide by all PCT USA program rules and by United States government laws regulating non-immigrant trainees. I have carefully read and agree to honor the details of my training in the US, as completed by my employer and myself and also acknowledge my responsibility to strictly follow the company rules and regulations. I understand that Council's sponsorship authorizes me to do my training exchange only at the company cited in this form. I understand that I am not authorized to seek or carry out any other PCT or regular employment during the period covered by CIEE sponsorship. I have no intention of remaining in the US to work after the period allowed by the DS-2019 issued for this program. I understand that my supervisor and I must sign and submit check-in, mid-point, and final evaluations to CIEE New York. I certify that all of the statements in this form are correct and that I have carefully read the conditions of this program. I am aware that any violation of program conditions may cause CIEE to withdraw its sponsorship, resulting in a loss of my legal right to remain in the US and to carry out a training exchange, and that I will not be entitled to any reimbursement of program fees in this case.

Participant's Signature

Place Date (month/day/year)