



# Greenheart Exchange Work and Travel Program

## Participant Code of Conduct

### GENERAL:

1. I understand that Greenheart Exchange is my J-1 SWT sponsor and I accept the decisions made by Greenheart Exchange with regard to all aspects of my program including visa sponsorship.
2. As a participant sponsored by Greenheart Exchange, I understand that it is my responsibility to be aware of all rules and regulations (22 CFR part 62) in association with this visa, outlined here: <http://www.greenheartexchange.org/work-travel-regulations/>.
3. I understand that I am responsible for all information provided in the mandatory Participant Virtual Orientation, which I must complete on my online account prior to my arrival in the U.S., and I will abide by all rules and requirements.
4. I understand that Greenheart Exchange has identified cultural opportunities that I can explore while on my program, and that information about these opportunities can be viewed at: <http://www.greenheartexchange.org/swt-cultural-opportunities/>.
5. I understand that the primary purpose of my J-1 SWT program is cultural exchange. I have been given the opportunity to learn about American culture and it is my intention to maximize my exposure to it throughout my program.
6. I intend to regularly participate in activities that will culturally enhance my experience in the United States. I will report these activities to Greenheart Exchange in my check-ins via my online account. I know that Greenheart Exchange is available to help me identify cultural opportunities.
7. I am aware that I can join Greenheart Exchange's Greenheart Club at any time and that, when I do so, Greenheart Exchange is available to help me secure opportunities to volunteer in my host community and/or to engage in an independent environment or community outreach project of my choosing.

### MY GREENHEART EXCHANGE ONLINE (GEO) ACCOUNT:

1. I know my username and password for the Greenheart Exchange Online (GEO) system (<https://geo.greenheart.org>) and am committed to keeping this information confidential.
2. I understand that my online account is where I can complete my arrival check-in, validate my program, check my SEVIS status, complete my monthly check-ins, access important resource documents, keep track of future check-in deadlines, update my U.S. housing address and work site, and access employment information.
3. I agree to meet all deadlines posted in my GEO account.
4. I understand that my sending agency may act on my behalf for certain actions within my GEO account. I agree to accept any actions my sending agency takes as though they were my own.

### MY COMMITMENT TO CONTACT GREENHEART EXCHANGE:

1. I understand that Greenheart Exchange must know how to contact me at any time during my program as indicated in my online account. I understand that I need an individual valid email address, and I must provide a U.S.-based mobile phone number, if available.
2. I agree to check my GEO account at least every 7 days throughout my program for important updates from Greenheart Exchange. I agree to use the GEO online system for all non-emergency communication with Greenheart Exchange.
3. I agree to check in with Greenheart Exchange within 3 days of my arrival to the U.S. and understand that my sponsorship may be terminated if I do not.
4. I agree to validate my program by submitting my U.S. housing address to Greenheart Exchange within 7 days after my DS-2019 form start date. Failure to validate my program within the given deadline can result in falling into NO SHOW status in SEVIS.
5. I agree to contact Greenheart Exchange within 24 hours if:
  - a. My safety is in jeopardy, including hazards in the workplace;
  - b. My housing address or the location of my work changes;
  - c. The conditions of my employment are not being met; or
  - d. My employment is terminated.
6. I agree to contact Greenheart Exchange:
  - a. Prior to changing my job or working additional jobs. I also understand that:
    - i. If I change my job, I must submit a Self-Arranged Job Offer (SAJO) to Greenheart Exchange by emailing it to [sajo@greenheart.org](mailto:sajo@greenheart.org); and
    - ii. I cannot begin working at any job until the job offer has been fully vetted and approved by Greenheart Exchange.
  - b. If I have any concerns about my job or program.
  - c. By the deadline visible on my GEO homepage
  - d. After my program is validated in SEVIS, I must check in with Greenheart Exchange at least once every 30 days. I may not have to check in with Greenheart Exchange more than every 30 days. However, it is my responsibility to track this by logging into my GEO account at least every 7 days to be sure of my next deadline.

### SEVIS:

1. I understand that I can check my SEVIS status at any time from my GEO account.
2. Should my SEVIS status not be in good standing, it is my responsibility to cooperate with Greenheart Exchange's directives, including returning to my home country, if applicable.

3. I understand that the information that I provide to Greenheart Exchange for SEVIS (housing and employment details) must be accurate at all times.
4. I must arrive in the U.S. with a valid passport, a visa, a DS-2019 form, a signed Greenheart Exchange-approved job offer, and a changeable ticket to return to my home country at the end of the program.
5. I may remain in the U.S. up to 30 days beyond my DS-2019 program end date, as long as I return to my home country in time for classes and am in compliance with the U.S. Embassy date restrictions in my home country.
6. I am expected to return to my home country upon completion of my program and I understand that Greenheart Exchange will not aid in a change of visa status.

### CONSEQUENCES OF RULE VIOLATION:

1. I understand that the reasons Greenheart Exchange may terminate my program sponsorship include but are not limited to:
  - a. Failure to arrive to my pre-approved employer with the intention to remain employed there throughout my entire program;
  - b. Failure to complete my arrival check-in with Greenheart Exchange within 3 days of my arrival in the United States;
  - c. Failure to contact Greenheart by any deadline visible on my GEO account homepage;
  - d. Working for an employer that was not explicitly screened, vetted and pre-approved by Greenheart Exchange as an acceptable employer;
  - e. Starting a second or additional job, including hours spent training, until after I have submitted a Self-Arranged Job Offer (SAJO) and the position has been approved by Greenheart Exchange;
  - f. Failure to report a change of housing address within 24 hours of any move, via my online account;
  - g. Violating any local, state, or federal laws;
  - h. Displaying behavior deemed unacceptable for an exchange visitor;
  - i. Violating any Greenheart Exchange program rule; or
  - j. Misrepresenting my personal or medical information in my Greenheart Exchange application.
2. I understand that if Greenheart Exchange terminates my program sponsorship, I must return to my home country at my own expense immediately. Should my program be terminated because I violated U.S. law I will be subject to repatriation as soon as I fulfill any legal obligations.
3. I understand that if Greenheart Exchange terminates my program sponsorship I will not receive a refund for my program.
4. I understand that if my visa sponsorship is terminated, it will negatively impact my chances (and the chances of my family members) of receiving another visa to return to the United States.
5. I understand that Greenheart Exchange is obligated to report any activities that are interpreted as being in defiance of visa or program regulations to the U.S. Department of State and/or Homeland Security. Under certain circumstances, Greenheart Exchange will place me on additional monitoring, rather than terminate my program. When this happens, it means that I am required to be in more frequent communication with Greenheart Exchange and my deadlines are always visible to my GEO account homepage.

### HEALTH AND SAFETY:

1. I am aware of the details of my health insurance policy, including all coverage, limitations, and exclusions, such as pre-existing conditions and pregnancy. I have read the insurance brochure to review the full list of limitations and exclusions.
2. I am responsible for all costs not covered by my insurance policy.
3. I understand the importance of bicycle safety while in the United States, and that it is my responsibility to wear a helmet and to abide by local bicycle laws and laws of reason (e.g., it is not safe to ride my bike along a rural highway at 2:00 a.m.).
4. I understand that I must have medical insurance coverage the entire time that I am in the U.S. Greenheart Exchange provides emergency medical insurance coverage during my program (from the program start date until the program end date indicated on my DS-2019 form). I am responsible for purchasing an extension to my emergency medical insurance for my travel period and if I arrive to the U.S. before my program start date. I may choose to purchase additional insurance through Greenheart Exchange.
5. If I am found to be unable to work and, therefore, unable to participate in and fulfill the purpose of the program, but medically cleared to travel, I will return to my home country at my own expense immediately.
6. Greenheart Exchange reserves the right to shorten my program if my mental or physical health (e.g., eating disorders, depression, chronic illness or condition), warrants this action.



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- Greenheart also reserves the right to shorten my program without a probationary period if I undergo a major lifestyle change that impacts my ability to continue my program (e.g., marriage, pregnancy). If my program is shortened under these circumstances, I understand I will not receive a refund.
- I understand that if there is a mandatory evacuation in the area where I am located, I am required to temporarily evacuate.
- I understand that I must secure motor vehicle insurance coverage prior to driving a car. I understand that the law of each state in the U.S. is different with regards to requirements for motor vehicle insurance coverage. I agree that I cannot and will not operate a motor vehicle of any sort in the U.S. unless I obtain proof of the legally required insurance sufficient to satisfy all local legal requirements for said operation.
- I will not operate any motor vehicle after the use of any legal or illegal drugs, which may impair the ability to operate a motor vehicle.
- I will not occupy any motor vehicle being operated by a person who has used any legal or illegal drugs, which may impair their ability to operate a motor vehicle.
- I understand that I may smoke only in accordance with local and state laws, and the rules of my workplace and housing.
- I understand that the legal age to consume alcohol in the U.S. is 21 years old.

## MONEY:

- I will bring a minimum of 1,000 USD (one thousand) to survive in the U.S. without a steady income for the first month of my program.
- I am responsible for any program-related fees charged by the U.S. Department of State, SEVIS, or Greenheart Exchange.
- I agree to reimburse all outstanding debts incurred while on the program, even if those are discovered after I return to my home country. This includes, but is not limited to, housing bills (e.g. security deposit, rent,), medical bills, and telephone charges.
- I acknowledge that certain tax deductions are required by the U.S. and state-specific laws. I understand that the net amount I will receive, after taxes, will be less than the gross amount my employer agreed to pay.
- I understand that it is required by U.S. law that I file my tax forms before the end of the fiscal year in which I have worked in the U.S.

## MEDICAL RELEASE:

- I authorize Greenheart Exchange and its representatives to consent to any X-ray examinations, anesthesia, medical or surgical diagnosis rendered or treatment or hospital care for me, which is deemed advisable by, and is rendered under the general supervision of any licensed medical professional. This authorization is given to provide authority and power on the part of the aforementioned agents to give consent to any and all such diagnosis, treatment, or hospital care which the aforementioned medical professional, in the exercise of his/her best judgment, may deem advisable. I further agree to hold Greenheart Exchange, its staff, and representatives harmless for its actions relating to my treatment.
- I understand that I am responsible for paying for any medical treatment administered that is not covered by insurance, even if the bill comes after I have returned home.
- I authorize Greenheart Exchange to access my medical information, should I be hospitalized for any reason.
- I confirm that I have been transparent with Greenheart Exchange about all pre-existing medical conditions in my application. I confirm that I secured additional insurance that will cover any medical expenses incurred due to my pre-existing conditions. I agree to share information about any medical issues throughout the duration of my program.

## LIABILITY RELEASE AGREEMENT:

- As a participant of the Greenheart Exchange program, I understand that circumstances may arise that are outside of Greenheart Exchange's control.
- I renounce any claims against Greenheart Exchange and its representatives that may arise from circumstances outside of Greenheart Exchange's direct control.
- I acknowledge that Greenheart Exchange cannot assure my personal security other than to vet the employer in the manner required by the Department of State.
- Greenheart Exchange encourages participants on all of its exchange programs

**RECOGNITION OF AGREEMENT:** By submitting this form as part of my application, I confirm that I have read, understood and agree to abide by the conditions above. There is no reason (e.g. pre-existing health condition, emotional, behavioral problems) why I should not be able to participate in the program. I confirm that I have not been convicted of any felony, and that falsifying or withholding any information on the application could result in program dismissal. I agree to print this form and sign it in front of my sending organization.

to volunteer while in the United States. Should I do any volunteer work, whether coordinated by Greenheart Exchange or otherwise, I agree to follow directions given by the volunteer coordinator, to stay safe, and to only perform tasks or responsibilities that I feel comfortable with. I agree to hold Greenheart Exchange harmless from any and all liability, injury, and damages resulting from my experience as a volunteer.

- I authorize Greenheart Exchange to access the records of my U.S. travel history maintained in the U.S. Custom and Border Protection (CBP's) Nonimmigrant Information System (NIIS).
- I understand that it is my responsibility to inform Greenheart Exchange of any circumstances that may cause me harm or bring notoriety to Greenheart Exchange or the U.S. Department of State.
- I understand that Greenheart Exchange is not required to provide counsel for civil, criminal, or administrative proceedings filed against me.
- I agree to accept the final judgment of Greenheart Exchange for job assignments and decisions made by Greenheart Exchange with regard to my program.
- I will not hold Greenheart Exchange responsible for any civil or criminal liability incurred by me while on my program.
- I understand and respect that there will be major differences between the lifestyle of my home country and the U.S.
- The laws of the State of Illinois (without giving effect to its conflict of laws principles) shall govern all matters arising out of or relating to this Agreement, including, without limitation, its interpretation, construction, performance, and enforcement. The parties hereby consent to the jurisdiction and venue of the United States District Court for the Northern District of Illinois and any courts of the County of Cook in the State of Illinois in which any suit, action, or proceeding shall be brought under this agreement.
- I waive any and all rights to argue that this choice of forum provision is or has become unreasonable, and any and all right to trial by jury in any action, proceeding or counterclaim related to or arising out of this agreement.
- I affirm that the provisions of this agreement are severable and, in the event any term or condition hereof is found by a court of competent jurisdiction to be void or unenforceable, the remaining terms and conditions of this agreement shall, if permitted by law, remain in full force and effect. This agreement shall bind, and inure to the benefit of, the respective affiliates, relatives, heirs, trustees, and successors and assigns of the parties hereto.
- I authorize Greenheart Exchange, its representatives, and its affiliates the irrevocable use of any photographs accompanying this application, or any photographs/video taken while participating on a Greenheart Exchange program for promotion or publicity. I understand that I will not receive compensation for the use of my photograph(s)/video(s). I agree that Greenheart Exchange may use such photographs/videos of me with or without my name and for any lawful purpose, including, but not limited to such purposes as brochures, advertising, and website content.

## PROGRAM FEES TRANSPARENCY ACKNOWLEDGEMENT:

- I confirm that I have received all of the following information before entering into agreements and/or paying non-refundable fees:
  - Clear explanation of program activities and terms and conditions of the program, including the terms and conditions of any anticipated and typical employment activities (e.g. job duties, number of work hours, wages and compensation, and any typical deductions for housing, transportation, training, and uniforms or equipment);
  - An itemized list of all fees charged to me (i.e., fees paid to the sponsor and sending agency);
  - Other topical costs, conditions, and restrictions of the exchange visitor program; and
  - The type, duration, nature and importance of the cultural components of the program.
- I understand it is my responsibility to thoroughly review, research and understand the placement conditions outlined on the Placement Agreement or Self-Arranged Job Offer (SAJO) prior to accepting any position.
- I understand any wages outlined on my Placement Agreement or Self-Arranged Job Offer (SAJO) may not cover all of my expenses and that I am required to bring at least 1,000 USD (one thousand) with me to the U.S.

Participant Signature: \_\_\_\_\_

Date (mm/dd/yyyy): \_\_\_\_\_

Participant Name Printed: \_\_\_\_\_