

AGREEMENT: AU PAIR IN AMERICA TERMS & CONDITIONS

This Agreement sets out the terms and conditions of our professional relationship and details the services we will provide to you. You acknowledge and understand that Au Pair in America (referred to as 'Program' regardless of whether you are participating in Au Pair in America, Au Pair Extraordinaire or eduCare In America) is a Cultural Exchange Program. The purpose of our Program is to foster global understanding through shared experiences and friendship with US host families and other Au Pairs. We are designated a J-1 Sponsor by the US Department of State and further information about J-1 Programs can be found at <http://j1visa.state.gov/>

I acknowledge that in order to provide services to me, AIFS needs to collect, use, share and otherwise "process" certain personal data which relates to me (including, but not limited to, my name, gender, contact details and country of residence, as well as photographs and/or videos that I provide) in accordance with its [privacy policy](#). In particular, I acknowledge that AIFS may need to share some of my personal data with prospective host families and AIFS's associated companies in the United States of America, and its agents in my home country.

In consideration of the agreement of American Institute for Foreign Study Inc. (referred to hereinafter as 'AIFS'), to enrol me in one of its three cultural exchange programs-- Au Pair in America, Au Pair Extraordinaire or eduCare in America-- I hereby undertake and agree as follows:

1. UNDERSTANDING OF THE PROGRAM

a) I confirm that my command of English is sufficient to correctly understand all the provisions of this Agreement, the English language resource materials mentioned in this Agreement and to effectively communicate in the United States.

b) I understand that failing to provide full and accurate responses to the questions whether asked in the Program application, or on the medical form, or during interview or on any ancillary documents, may result in the rejection of my application or termination from the Program. I hereby warrant that the information I provide in the completed application and during the application process is or will be complete and accurate. I also declare that all representations regarding qualifications gained and certificates and references provided, including photocopies, will be complete and genuine.

c) I understand that the Program may refuse to accept my application, or may reject/withdraw an application, at any stage with or without reason.

d) I certify that I have successfully completed my secondary school studies/training.

e) I declare that, if I have been convicted of a crime, I will include complete information about the conviction on my application or thereafter, as permitted by law. I understand that a prior conviction will not automatically exclude me from participation in the Program; that the Program will consider all circumstances surrounding the conviction, including the nature of the crime and my suitability for the Program.

f) I understand that if I am married, pregnant or have dependents, I may not be able to participate in the Program. I will have to discuss my circumstances with the Program, which will make a decision about my participation in accordance with all applicable laws and regulations.

g) I understand that my application and contents therein cannot be returned to me at any time.

h) I understand that, should I be convicted of a crime while in the United States, including driving under the influence of alcohol and/or drugs, I will no longer be able to participate in the Program. Under such circumstances, I understand that I must return home and will be responsible for the full cost of my flight and travel expenses home.

2. PROGRAM REGULATIONS

a) I understand that the US Department of State requires that all au pair sponsors ensure that all candidates are interviewed in person. I agree to meet with an official Program representative in my home country who will interview me in person even if we have already had a preliminary interview by Skype.

b) As a participant in the Program, I will assist my host family with childcare services, for no more than 45 hours per week and no more than 10 hours per day, for a period not exceeding the 12 months granted under the terms of my visa. As a participant on the eduCare in America program, I will assist my family with childcare services, for no more than 30 hours per week and no more than 10 hours per day, for a period not exceeding the 12 months granted under the terms of my visa. However, if I successfully complete my first year of the Program and otherwise meet all legal requirements to remain in the US, I understand that I may apply to extend my participation as an au pair in the Program for a further mutually agreed period of 6, 9 or 12 months.

c) I will carry out my cultural exchange and other responsibilities, and will assist my Host Family with childcare, to the best of my ability and with due respect. I also will take full advantage of the cultural opportunities available to me in the US. I will fulfil the educational requirements of the Program in accordance with the rules set out in the Program's brochure, website, agreements, written documents and online resources.

d) I agree that I will perform my duties as an au pair to the best of my ability and will hold harmless and indemnify AIFS, its staff, agents and all affiliated organisations from any damages, losses or claims resulting from my participation in the Program.

e) I understand that my participation in the Program precludes personal pets and that I cannot bring pets to Orientation or to my Host Family's home.

f) I will only accept a placement with a host family whom I mutually select after an interview conducted in person, by telephone, or via internet based communications.

g) I will complete all visa and screening requirements in accordance with United States laws and regulations as well as the instructions given to me by the Program and the US Department of State and I will be responsible for obtaining, and bringing to the United States with me, a valid passport, valid driving licence, international driving permit (or equivalent) and complying with all applicable vaccination and immunization requirements prior to departing for the United States.

h) I will be present well in advance of the scheduled departure time for all flights and other transportation provided or arranged by AIFS. AIFS will not provide or be responsible for alternative transportation except in the case of illness or accident in accordance with its group insurance policy.

i) I understand that Program flights will depart from and return to designated airports. I agree to remain responsible for any costs prior to departure and upon my return. I must also make my own way to my designated US return airport at the end of the Program in time for my return flight and to pay any transportation costs from my Host Family location to the departure airport. AIFS is not responsible for airline baggage costs, airport taxes or airline fuel surcharges or any other costs or fees associated with my departure.

j) I will review and complete all pre-departure orientation materials and the online Pre-Departure Orientation program prior to departure. I will attend all sessions during Orientation after arrival in the United States.

k) I will abide by all applicable regulations and requirements of the United States and will comply with all applicable federal, state and local laws and regulations.

l) I understand that if I do not complete my original J1 au pair program successfully (successful completion of the program means completing the full duration of the program including any extension period, completing all the required educational components, adhering to the terms and conditions of the J1 visa, and exiting the USA within 30 days of completing the program), then I will not be able to participate on the Au Pair in America Return program, which allows previous participants the right to apply to become an au pair again if they have lived outside the USA for at least 2 years.

3. INSURANCE

Au Pair in America's insurance provider meets sponsor requirements (such as insurance solvency rating) as specified by the US Department of State. The Program holds money that you paid for insurance in a trust account to protect your interest.

4. MEDICAL

a) If not covered by the Program's insurance, I will arrange my own medical coverage for any pre-existing, ongoing medical condition.

b) I understand that if I wear braces and need follow up appointments whilst I am a participant in the Program, I will remain personally responsible for all related costs.

c) I understand that if I wear glasses or contact lenses, I will ensure that my eyes have been checked prior to my departure to the US and that I will remain personally responsible for all costs that relate to my eyesight and glasses or contact lenses.

d) I understand that should my physical or medical condition (including any pregnancy) prevent me from performing essential functions related to childcare, cultural exchange or educational requirements, or any other essential functions as an au pair, that I will no longer be eligible to participate in any of the Program.

5. CHILD PROTECTION

I fully understand that Au Pair in America is committed to child protection and the safeguarding of children and vulnerable adults. I understand that AIFS will report any inappropriate behaviour toward children, or other specially protected individuals, to law enforcement and other appropriate authorities. I agree to provide AIFS with references, criminal records checks, medical checks and other documents that may be required for participation in the Program. Au Pair in America believes that children should always be free from all abuse, neglect or maltreatment of any kind. AIFS mandates that child protection and safety remain at the centre of all childcare assistance and au pair services, as well as all Program practices and procedures.

6. PROGRAM /CANCELLATION FEE

a) I will ensure that I have reviewed and signed the Au Pair in America Fees Sheet given to me by my local representative, which advises me of all the costs that I may incur during the application process and my subsequent participation in the Program. This Sheet lists any local agency fees I may be expected to pay, any third party costs, including for example medical check, criminal record check, US Embassy fee for the J1 visa, the Au Pair in America Program Fee, and additional expenses for when I am in the US. I understand that some or all of these fees may be subject to change and/or are non-refundable.

b) I understand that I will receive an invoice requesting payment of my Au Pair in America Program Fee only when I have officially been placed with an Au Pair in America host family. I understand that I will only be able to pay the Au Pair in America Program Fee via my secure, password-protected Au Pair in America Participant Site using the payment methods described. I understand that neither Au Pair in America, nor any of its registered US host families, will ever ask me to wire or transfer money using a money transfer company, personal or cashier's check, or money orders.

c) I understand that the Au Pair in America representative in my home country may charge me a local agency fee (which is separate from the Au Pair in America Program Fee) and that this local agency fee is governed by the local representative's terms and conditions.

d) I understand that, in the event of late cancellation from the Program (after the visa application form has been issued) Au Pair in America and AIFS reserve the right to charge me a US\$200 cancellation fee.

e) As a participant in the Program, I understand that if I do not complete the full 12-month original term, then under certain circumstances (listed in the Au Pair Guidelines) I may be entitled to a pro-rata refund of the Program Fee. This does not include insurance costs or any other supplementary or pro-rata payments for any ancillary services, including any fee paid to my recruiting agency. I accept that there is no program fee payable by me if I am approved for an extension of my stay under the Program. If I do qualify for the pro-rated refund, I will depart the United States promptly and file a refund claim to Au Pair in America's London office within 30 days of my departure or if already home, within 30 days of the refund offer. I will be responsible for the full cost of my air fare to my home country, unless otherwise agreed by Au Pair in America at their discretion.

7. IN THE USA

- a) I understand that my host family will pay a weekly stipend to me each week, as well as during my two-week vacation; my host family also will provide me with a private room and three meals daily. I understand that I am entitled to one full weekend off per month (comprising Friday evening to Monday morning) and that I will not seek to provide or be required to provide childcare assistance for more than 10 hours in any day or more than 45 hours in any week in the Au Pair in America and Au Pair Extraordinaire programs, or for more than 10 hours in any day or more than 30 hours in any week in the eduCare program. I understand that my free time will be scheduled by mutual agreement with my Host Family.
- b) I will co-operate fully with those ensuring that the Program complies with all State Department requirements and I agree to abide by any reasonable instructions they may give me.
- c) I will maintain at least monthly contact with my Community Counsellor.
- d) I understand that should a problem arise with my Host Family, depending on the circumstances, Au Pair in America may be able to re-match me with another family, but does not guarantee an alternate placement.
- e) I understand that my visa status, State Department regulations, and my participation in the Program preclude any form of paid employment in the US during my stay.
- f) I agree to comply with all applicable US and local laws concerning taxation.
- g) While living with my Host Family, I will be responsible for all personal debts, such as telephone calls. In the event of an automobile accident, I may be liable for up to, but no more than, US\$500 of the insurance deductible.
- h) I agree that AIFS may take such actions as it considers necessary regarding my health and safety during my time in the Program, including securing medical treatment for me and transporting me to my home country. I release AIFS from any liability relating to the medical care received, related medical transportation, and agree to pay for any medical or transportation expenses that are not covered by insurance.
- i) I understand that due to visa regulations, once in the USA, I cannot change between the Au Pair in America/Au Pair Extraordinaire programs and the eduCare program.
- j) I understand that if, for any reason, I do not complete the required cultural exchange and educational hours, I will not be eligible to extend beyond my first year in the Program and that Au Pair in America will not issue me a Completion Certificate.
- k) At the end of my stay I will depart the United States and return to my home country on or before the expiry of my 'duration of stay' as determined by US government agencies and will not attempt to return subsequently to the United States without a valid and current US visa if applicable to my home country.

8. LEGAL

a) I have read and understand the Au Pair in America information provided in the online resources, including AIFS's [privacy policy](#), [cookie policy](#), [website terms of use](#) and agree that their terms are incorporated in and made a part of this Agreement.

b) This Agreement shall be governed by the laws of the State of Connecticut. I agree that any dispute with or claim against AIFS, its staff, agents and all affiliated organizations, including those arising under this Agreement or my participation in the Program, which is not settled informally, will be exclusively resolved by binding arbitration, to be conducted in substantial accordance with the commercial arbitration rules of the American Arbitration Association. The location of the arbitration and identity of the arbitrator will be decided by mutual agreement, with the costs to be borne exclusively by the Program and the decision of the arbitrator shall be final. By accepting the terms of this Agreement, I agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this Agreement and that I, Au Pair in America, and AIFS are each waiving the right to judicial and/or administrative agency resolution of disputes, any right to trial by jury, as well as the right to bring and resolve claims, either in an individual capacity or as a member of any class action, by any means and in any forum other than arbitration conducted by the American Arbitration Association.

c) I agree to abide by the above conditions should I legally extend my stay in the Au Pair in America, Au Pair Extraordinaire or eduCare in America program beyond the initial 12-month term.

I confirm that I have read the above terms and conditions of this Agreement, that it is accurate and complete in all respects, and that I agree to abide by their declarations and clauses by selecting 'I Agree'.