



TERMS AND CONDITIONS

This lengthy document is our effort to be totally transparent with our participants. If you have questions about any part of our terms of participation please ask before you sign and initial.

1. Policies of Participation With The Cultural Exchange Project

1.1 All Cultural Exchange Project programs promote cultural exchange, which requires the willingness to learn and to adapt to understanding and appreciating the customs of the culture, community, and host environment, which may be very different from one's own. The undersigned agrees to being mature enough to handle independent international travel and cross-cultural adjustment. The undersigned feels comfortable making necessary airport connections and taking public transportation to do independent sightseeing, etc.

1.2 The Cultural Exchange Project shall not be responsible for the Participant's transportation, accommodations, sightseeing, or other services or products not included in the program documentation found on our website at <https://culturalexchange.org>.

1.2(a) The undersigned is responsible for any additional expenses incurred if in-country arrival is before the start of the program or stays after the program's end date. These costs might include transportation from the airport and traveling to the designated program meeting spot unless otherwise stated.

1.3 The undersigned fully assumes all risks to person and property in connection with his or her participation in the program, including, but not limited to travel delays, property damage and loss, bodily injury, sickness, disease, and death.

1.4 The undersigned shall comply with all applicable laws of any jurisdiction in which he or she may travel, including drug laws while participating in the program. If the undersigned fails to follow these laws, he or she may be terminated from The Cultural Exchange Project without prior notice. The undersigned may incur liability to The Cultural Exchange Project under this Agreement if he or she engages in illegal acts, breaks a contract, or enters into a contract in bad faith.

1.5 The Cultural Exchange Project cooperates with a carefully selected network of partner agencies in the countries where our programs are located. All program applications are subject to acceptance by the partner agency. In addition, The Cultural Exchange Project and our partner agencies retain the right to accept, dismiss, or decline the undersigned at any time before or during the program for any reason whatsoever, without liability for refund of payment.

1.6 The following will not be accepted behavior and will lead to the expulsion from the program without refund: violating the laws of the host country, personal misconduct or inappropriate behavior of a serious nature, failure to carry out tasks of the position, or contractual obligations.

Initials _____

1.6(a) The undersigned understands that he or she is not permitted to use illegal drugs or to use prescription drugs that are not prescribed to the Participant by a licensed physician.

1.7 The undersigned understands:

- (a) That he or she is responsible for all content that he or she posts on the Internet (social media, blogs, podcasts, etc).
- (b) That The Cultural Exchange Project has the right to cancel participation in a program at any time should online content interfere with the integrity of the program, or the host country, family, or school.
- (c) He or she must arrive in the host country with a valid passport and a visa when required. He or she must also arrive with his or her own transportation into and out of the host country, and leave the country at the end of the program or prior to the expiration of the visa. GeoVisions Foundation will not take responsibility for aiding the Participant in changing a visa if he or she remains in the country being visited after the close of the program.
- (d) He or she must possess enough spending money to cover personal expenses while in the host country. For programs where a salary or stipend is received, he or she understands that it may not be paid until after a month of work and that he or she must have funds to cover living expenses during that time.
- (e) He or she understands that it's important to work through The Cultural Exchange Project network while they are abroad. In case of any problems or issues that develop while overseas, the undersigned shall contact the partner agency first. If the partner agency is unable to resolve the issue, the Participant will then contact The Cultural Exchange Project.
- (f) Understands that it is his or her responsibility to determine what, if any, vaccinations are required for the program. The undersigned will check with a doctor or local public health clinic as soon as possible for the latest recommendations and will also check the Center for Disease Control website.
- (g) Authorizes The Cultural Exchange Project, its representatives, and its affiliates the irrevocable use of any photographs/video while on a Cultural Exchange Project program for promotion or publicity. He or she will not receive compensation for the use of the photograph(s)/video(s). The undersigned agrees that The Cultural Exchange Project may use such photographs/videos with or without his or her name and for any lawful purpose, including, but not limited to such purposes as brochures, advertising, and website content.
- (h) Understands that he/she is advised not to apply for any visa until the program placement has been confirmed, or until otherwise advised by GeoVisions Foundation employees/agents. This also includes airfare.
- (i) Understands that the airline, train, or bus carrier's liability for loss or damage to baggage or for personal injury is limited by their tariff and subject to government regulations. Any claims related to any chosen method of transportation must be addressed directly to the transportation carrier.
- (j) Understands that he/she cannot conduct personal leisure travel experiences that would prevent the undersigned from working or volunteering during the normal schedule until the agreement has been fulfilled.

- (k) Understands that The Cultural Exchange Project sends important messages through the email address submitted on the application. The undersigned agrees to check emails regularly for program updates. If the email address changes, The Cultural Exchange Project must be notified.

2. Health and Medical Information

Initials

2.1 The undersigned must be in good mental and physical health at the time of application for the program. Any medical history or history of mental illness must be disclosed to The Cultural Exchange Project.

2.2 Moving to a new culture and staying in unfamiliar surroundings without a normal support structure can be very stressful, even for the well-adjusted. Participating with The Cultural Exchange Project with pre-existing conditions on a long-term exchange program may exacerbate whatever challenges the undersigned was previously facing. In order to ensure the safety of our Participants, The Cultural Exchange Project must consider the mental and medical history of each Participant as a factor of acceptance during the application process. The Cultural Exchange Project may request additional information or a letter from the Doctor to aid in the acceptance decision.

2.3 Within legal limits, the undersigned must bring enough of any prescribed medication needed to last for the duration of the program.

2.5 The undersigned must have medical insurance. If it is not included by The Cultural Exchange Project as part of the program fee, medical insurance must be purchased and proof of insurance must be provided to The Cultural Exchange Project. Even when insurance is included in the program, The Cultural Exchange Project stresses the importance of purchasing an additional travel insurance policy.

2.6 Insurance provided through The Cultural Exchange Project does not cover pre-existing conditions and/or accidents that occur outside of the terms of insurance. The Cultural Exchange Project and the host family and/or host school cannot be liable for any costs resulting from illness, personal liability, or other risks. Falsification of any medical condition will result in repatriation at the undersigned expense.

2.7 The Cultural Exchange Project advises against renting or driving motorized vehicles abroad. If the decision is made to rent motorized vehicles, it is the undersigned responsibility for his or her own additional insurance.

3. Early Termination Of The Program

3.1 The Cultural Exchange Project and their representatives abroad reserve the right to dismiss the undersigned from the program if his or her mental or physical health hinders participation in the program or if he or she demonstrates consistent inability or unwillingness to interact productively and/or amicably, or other evidence that he or she is not capable of, or is unwilling to, participate fully in a cross-cultural environment.

3.2 The Cultural Exchange Project also reserves the right to dismiss the undersigned from the program if it is found that he or she has misrepresented himself or provided false information in the program application.

3.3 There are no refunds if the program is terminated prematurely for any reason by either party or early self-termination of the program by The Participant. If dismissed by The Cultural Exchange Project or our representatives abroad, or if the Participant self-terminates and drops out of the program for any reason, the undersigned is responsible for all expenses of repatriation and no refund is given.

3.4 The undersigned accepts that perceived or actual epidemics (such as but not limited to, SARS, COVID-19, bird flu, or natural disasters) can delay, disrupt, interrupt, or cancel programs as well as prevent them from running and therefore agrees to assume all risk of any such problems and costs which could result from any such occurrences.

3.5 The undersigned understands that if he or she doesn't prioritize the primary purpose of the program, whether it be teaching, studying, working, or volunteering, he or she could be dismissed from the program.

3.6 The Cultural Exchange Project agrees to provide appropriate oral and written warnings to, and probationary periods for the undersigned if his or her behavior does not meet program expectations, except as otherwise provided for in this Agreement. Failing to respond appropriately to these warnings, he or she may be dismissed from the program. Depending on the severity of the violation, the undersigned may be dismissed from the program without a probationary period. Such cases are outlined in Sections 1.4 and 1.6 of this document.

4. Financial Issues

Initials

4.1 A nonrefundable deposit of \$350 US is due upon submission of the application. In some cases, Final program payment is due after you accept your placement. If a payment is late, or if additional files and documents are late at any point in the application and placement process, The Cultural Exchange Project is not responsible for any delay in the placement process.

4.2 Any payments made towards the program fee will not be refunded if, during an interview with an employer or host family, a position is not offered based on the interview.

4.3 Sometimes, applicants want to be placed immediately, within our normal 90-day suggested minimum time frame. This takes a lot of work and time on our part as well as on the part of the applicant. Our partners in our overseas offices must also work overtime to make this rushed experience a reality. To compensate, there is a \$100 “rush fee” added to the program fee within 90 days of departure. This “rush fee” is non-refundable.

4.4 When you accept your placement, any balance of fees must be paid. If we report to our overseas offices that you have not paid your balance before you depart, those offices will deny your placement.

4.5 Changes you want to make to your program carry a \$100 change fee, plus any charges incurred if you are already matched/confirmed or placed.

4.6 Refunds will be issued according to the chart below. Please submit all cancellation notifications to The Cultural Exchange Project in writing (email is acceptable).

4.7 All refunds are issued back to the original form of payment within 45 calendar days of notification of cancellation. Refunds of payments made by personal check will be processed only after the check payment has cleared.

TIMING OF CANCELLATION / REASON	REFUND
Cancellation within the first 48 hours of submitting your application	100% of your deposit, less a \$50 processing fee.
Cancellation after the first 48 hours of submitting your application.	No refund of the program deposit. As long as you have not been matched or confirmed on a program, funds you have paid The Cultural Exchange Project can be used as a credit toward another program within one year of your cancellation.
If The Cultural Exchange Project is unable to place you due to adverse information on your health form or criminal background check or the inability to be hired based on failing an interview.	No refund.

5. Acknowledgment For Emergency Medical Care And Release

5.1 The undersigned acknowledges responsibility for paying for any medical treatment administered that is not covered by insurance, even if the bill comes after returning home.

5.2 Signing and dating this document authorizes The Cultural Exchange Project and its representatives to consent to any X-ray examinations, anesthesia, medical or surgical diagnosis rendered, or treatment or hospital care for the undersigned, 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 our aforesaid 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. The Cultural Exchange Project, its staff, and its representatives will be held harmless for its actions relating to treatment.

Homestay Addendum

Expectations For Homestay Programs

Please Note: This addendum is only applicable to programs that include host family housing. For example au pair, tutor, etc.

HFA1.1 Host families and local coordinators will provide suggestions and assistance during times you are free but are not tour guides.

HFA1.2 Host families' homes should not be treated as hotels. The undersigned understands that he or she must be willing to interact and communicate with the host family. Integration into the host families' lives varies case by case. In some cases, Participants will feel like lodgers and in others as a true member of the family.

HFA1.3 The Participant must obey the regulations established by the host family concerning household chores, smoking, etc, and must also adapt to the family circumstances regarding the use of bathrooms, time schedules for eating, getting up in the morning, etc.

HFA1.4 Meals taken outside the hosts' home or lodging are at the undersigned expense. Time spent on the telephone and on the internet/computer should be limited. The undersigned is responsible for his or her own entertainment and personal expenses and should come with spending money.

HFA1.5 Any damage to the host family's property or for any extraneous expenses, including but not limited to international calls must be reimbursed to the hosts.

HFA1.6 The undersigned agrees not to borrow money from the host family.

HFA1.7 The undersigned understands that The Cultural Exchange Project cannot guarantee location preferences.

HFA1.8 The undersigned agrees to accept the final judgment of The Cultural Exchange Project for all host family, volunteer, homestay, and school placements. It is further understood that he or she may be placed with families in single-person households, households without children at home, etc. Placements are not restricted based on any local characteristics, such as regional accents or dialects, ethnic character of the community, types of industry, economy, weather, etc. The Cultural Exchange Project does not discriminate against race, nationality, creed, or religion.

HFA1.9 Host families are not expected to provide accommodations for visitors in their homes or elsewhere.

Confidentiality

Any personal information provided to The Cultural Exchange Project, such as academic transcripts, resumes, cover letters, contact information, age, and any financial information obtained is intended to determine eligibility for the Program. The Cultural Exchange Project will only share this information with Contracting Partner Agencies for the purpose of securing placement overseas and assisting in any travel arrangements associated with the Program, if applicable.

Liability, Governing Laws and Signature

Liability Agreement

I, and my successors and heirs agree to waive and release The Cultural Exchange Project, its officers, directors, employees, and agents from any and all claims, damages, and/or costs of whatever kind, whether legal or equitable, and whether based on contract, tort, strict liability, or otherwise, that I may have now or in the future that may arise out of or that are related in any way to my participation in The Cultural Exchange Project, including without limitation, any lost, stolen, or damaged property, financial, or economic loss associated with my travel to or from the host country, or premature repatriation, and/or any bodily injuries to myself or third parties. In no event shall The Cultural Exchange Project be liable for indirect, consequential, special, exemplary, or punitive damages or penalties, of any nature, arising out of or related to claims of breach of any term of this Agreement, breach of warranty, express or implied, or negligence.

I agree to indemnify, defend and hold harmless The Cultural Exchange Project, its affiliates, officers, employees, representatives, and agents from and against any claims, liabilities, damages, losses, costs, and expenses, including but not limited to reasonable attorney's fees, resulting from my breach of any of the provisions of this Agreement, or from any act, omission, error, or negligence by me during my participation in the Program.

Initials

Governing Laws

Initials

This Agreement shall be construed and enforced under the applicable procedural, statutory, and common law of the State of Connecticut in the United States of America.

In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both.

If they do not reach such an agreeable solution within a period of 60 days, the parties hereby consent and submit themselves to the jurisdiction of the Courts of the State of Connecticut with respect to any controversy arising under or relating to this Agreement. Service of process may be effected on any party hereto which is not a resident of the State of Connecticut by certified or registered United States Mail, postage prepaid, addressed to such party.

Agreed

Initials

I have read this agreement and by signing, agree to all the Terms & Conditions of participation. Furthermore, I certify that all the statements made here as part of my application are true. I know of no reasons why I may be refused entry into my host country.

By signing below, I accept the program and pricing and agree to the Terms & Conditions above. I have read the eligibility requirements and attest that I am eligible to participate.

PARTICIPANT / UNDERSIGNED: Please sign and date this agreement. Please initial each area of the agreement, headlined in **red**. When you have initialed the agreement topics (headlined in **red** above), dated and signed this agreement, please submit it. You will receive a signed copy via email.

Signature

Printed Name

Date Signed