



## Participant Declaration

The following section outlines the terms and conditions of the Applicant's participation in the Baltic-American Freedom Foundation Professional Internship Program.

**Read the following information carefully, and confirm that you have read, understand and agree to these terms by providing your signature.** If you fail to sign, BAFF/CIEE will not accept your application for consideration.

For the purpose of these Terms and Conditions, the following terms are defined as follows:

*Applicant:* A legal permanent resident of Estonia, Latvia, or Lithuania who intends to submit his/her personal and professional information to BAFF/CIEE for consideration for acceptance into the Baltic-American Freedom Foundation Professional Internship Program.

*Participant:* An Applicant who has been accepted by BAFF/CIEE into the Baltic-American Freedom Foundation Professional Internship Program.

*Host Organization:* A third party in the United States that hosts the Participant and conducts the internship program as outlined on the DS-7002 Training/Internship Placement Plan.

*Placement:* An offer made by the Host Organization which includes position type, responsibilities, location, and cultural exchange opportunities.

*DS-2019:* Otherwise known as the "Certificate of Eligibility", the DS-2019 form is the document that allows Participants to apply for the J-1 visa as an Intern in the U.S.

*DS-7002:* Otherwise known as the "Training/Internship Placement Plan", the DS-7002 form is a controlled document of the Department of State used to outline a Participant's program activities.

*Participant's Home Country:* The Participant's country of permanent residency, either Estonia, Latvia, or Lithuania, as indicated by the Applicant's signature below.

*BAFF:* The Baltic-American Freedom Foundation (BAFF), founded in 2010 as a legacy foundation created by the Baltic-American Enterprise Fund (BalAEF), provides scholarship opportunities for citizens of the Baltic states to gain education and professional development through exchanges in the U.S.

*CIEE:* CIEE: Council on International Educational Exchange is responsible for the administration, management, and program support for the BAFF Professional Internship Program. As one of the largest J-1 visa sponsors designated by the U.S. Department of State, CIEE sponsors nearly 35,000 exchange visitors annually, helping them to grow personally and to develop their potential through participation through international exchange programs in the U.S.



## Baltic-American Freedom Foundation

# Terms and Conditions

### Participant Declaration

#### SECTION I. – Applicant Responsibilities

1. The Applicant agrees to provide BAFF/CIEE with his/her personal information required to complete this Baltic-American Freedom Foundation Professional Internship application.
2. There is no fee to apply to the BAFF/CIEE Professional Internship program.
3. The Applicant agrees that all information provided in the application is true to the best of his/her knowledge, and acknowledges that providing any false, inaccurate or misleading information may lead to the Applicant's rejection or, if discovered later, to the Applicant's immediate dismissal from the program, at BAFF/CIEE's sole discretion.
4. The Applicant is responsible for considering his/her personal health and safety needs when applying for and participating in the program. BAFF/CIEE retains the right, in its sole discretion, to refuse an Applicant if the Applicant's participation in the program creates a risk to the Applicant's own health and safety or to the health and safety of others.
5. BAFF/CIEE reserves the right in its sole discretion to refuse sponsorship to any Applicant who does not meet program eligibility requirements or is otherwise unsuitable for participation in the program.
6. The Applicant shall submit all requested documentation (including passport) by the stated deadline for application processing.
7. At the time of application, the Applicant shall supply BAFF/CIEE with the name and contact information for an emergency contact, to be used in the case of emergency as determined by BAFF/CIEE.
8. The operation of the Baltic-American Freedom Foundation Professional Internship Program is subject to U.S. Government approval and may change without notice.
9. Although CIEE may issue a DS-2019 form if the Applicant meets all relevant program requirements, the Applicant acknowledges and agrees that BAFF/CIEE does not control the decision of the U.S. Embassy or Consulate in the Applicant's country of residence to issue a J-1 Visa to the Applicant.

#### SECTION II. – General Participant Responsibilities

10. The Participant understands that he/she is on a cultural exchange program and as such is expected to actively

participate in American cultural activities during the program. The Participant shall make a good faith effort to seek out and participate in American cultural activities and interact with American citizens. Depending on timing and location, BAFF/CIEE will provide the Participant with opportunities to attend networking or other educational events. Information about such opportunities will be provided to the Participant via email or social media platforms.

11. The Participant shall read and carefully consider all materials made available to him/her that relate to safety, health, legal, environmental, political, cultural and religious customs and conditions in the U.S. The Participant shall be solely responsible in the event that laws, regulations, or customs are violated, regardless of his/her actual knowledge of these laws, regulations, or customs. Under no circumstances will BAFF/CIEE be responsible for providing legal advice or assistance to any Participant who has been accused or found responsible for violating any laws, regulations or customs.
12. In addition to reviewing all program materials, the Participant shall complete a CIEE pre-departure orientation.
13. The Participant acknowledges that BAFF/CIEE has provided access to the online Wilberforce pamphlet. This pamphlet informs Participants of their rights as non-immigrant visa holders in certain employment- and education-based categories. The pamphlet can be accessed here: <https://travel.state.gov/content/travel/en/us-visas/visa-information-resources/temporary-workers.html>.
14. The Participant shall maintain communication with BAFF/CIEE representatives and his/her Host Organization prior to arrival in the U.S., and shall notify them in advance of his/her arrival and departure dates, and shall promptly advise them of any changes in his/her travel itinerary due to visa delays or other unforeseen circumstances.
15. The Participant shall exercise due care once in possession of legal documentation (DS-2019, DS-7002 Training/Internship Placement Plan, J-1 visa, etc.) required for participation in the program. The Participant is solely responsible for the cost of replacing any of these items.



## Baltic-American Freedom Foundation

# Terms and Conditions

### Participant Declaration

16. BAFF/CIEE is not responsible for any additional costs incurred (including the cost of rebooking a flight) by the Participant due to delays in submitting documentation or delays by the U.S. Embassy in issuing a visa. Moreover, the Participant should not book a flight until he/she has secured a J-1 visa. BAFF/CIEE is not responsible for any costs whatsoever associated with rebooking or canceling a flight.
17. Once the Participant has commenced his/her travel to the U.S., BAFF/CIEE cannot for any reason amend the dates listed on the DS-2019 form or the Confirmation of Insurance. The Participant is solely responsible for knowing the program's start and end dates prior to traveling to the U.S.
18. The Participant shall comply with all BAFF/CIEE program rules, as listed in the program Terms and Conditions, BAFF/CIEE website, and pre-departure orientation. If the Participant violates any BAFF/CIEE program rules, BAFF/CIEE reserves the right in its sole discretion to revoke the Participant's legal sponsorship, which will result in the withdrawal or termination of his/her program. A terminated Participant also loses his/her legal right to remain in the U.S.
19. The Participant shall comply with all state and federal laws while in the U.S. If the Participant violates any law, BAFF/CIEE reserves the right in its sole discretion to revoke the Participant's legal sponsorship, which will result in the withdrawal or termination of his/her program. A terminated Participant also loses his/her legal right to remain in the U.S.
20. The Participant shall comply with all U.S. Government visa and immigration requirements, including the SEVIS requirement as follows:
  - a. Notify CIEE of arrival at the U.S. Host Organization within 20 days of the DS-2019 start date.
  - b. Provide CIEE with a valid email address and phone number upon arrival at U.S. Host Organization within 20 days of the DS-2019 start date.
  - c. Notify CIEE of any change in U.S. home address, phone number or email address within 10 days of the change.
21. BAFF/CIEE reserves the right in its sole discretion to terminate or withdraw program sponsorship from Participants in cases of visa revocation by the U.S. Department of Homeland Security.
22. The Participant shall complete an online evaluation at the mid-point and the end of the program and assist BAFF/CIEE in securing mid-point and final evaluations from the Participant's Host Organization supervisor.
23. If during the course of the program the Participant encounters any difficulties with his/her placement, or with safety, health and/or housing, the Participant shall notify CIEE as soon as possible by calling 1-888-268-6245. In the event of an emergency, the Participant can also reach CIEE at the above number any time night or day.
24. In the event of an emergency, CIEE may transmit SMS messages to the Participant if he/she is near an impacted location. CIEE is not responsible for the fees the Participant may incur in these instances.
25. The Participant shall not engage in any activity that would bring the J-1 Exchange Visitor Program or the U.S. Department of State or CIEE or the Baltic-American Freedom Foundation into notoriety or disrepute, including living in substandard or overcrowded housing. The Participant should contact CIEE for guidance if any proposed activity could cause this result. If the Participant engages in such activities, BAFF/CIEE reserves the right in its sole discretion to revoke the Participant's legal sponsorship, which will result in the withdrawal or termination of his/her program. A terminated Participant also loses his/her legal right to remain in the U.S.
26. If, in its sole discretion, BAFF/CIEE determines, or if CIEE is advised by the U.S. Department of State that a Participant's housing and/or a Host Organization's placement is unsafe or unsuitable, the Participant shall cooperate fully with BAFF/CIEE to relocate to new housing and/or placement immediately. Failure to cooperate may result in action by BAFF/CIEE up to and including termination of the Participant's program.
27. The Participant is responsible for all of his/her acts along with any resulting loss or damage while on the program. The Participant agrees to defend, indemnify and hold BAFF/CIEE harmless from and against all losses, damages, actions, judgments, costs or expenses of whatever kind, including reasonable attorneys' fees, arising out of or resulting from the Participant's participation in the program, other than those resulting from BAFF/CIEE's gross negligence or willful misconduct in the performance of its duties hereunder.



## Participant Declaration

28. All travel before, during and after the program is at the Participant's own risk. If the Participant chooses to operate motorized vehicles, the Participant is responsible for obtaining the necessary license, permission, and insurance, and does so at his/her own risk.

### SECTION III. – Participant Responsibilities with Respect to His/Her U.S. Host Organization

29. BAFF/CIEE is not responsible for the expenses incurred by the Participant if the Participant has not started training by the agreed date due to financial difficulties of the Host Organization, or for any other reason.
30. Under no circumstances are internship positions guaranteed. A Host Organization's representation that the Participant has been given a certain position does not constitute a binding contract or guarantee that the position will be available when the Participant arrives in the U.S. If the Participant is not sufficiently proficient in English, does not arrive on the start date, and/or is determined to have made any false, inaccurate or misleading statement(s) on the application, the offer of a position may be revoked. If the Participant does not comply with the Participant's contractual obligations to the Host Organization or to BAFF/CIEE, BAFF/CIEE may in its sole discretion withdraw or terminate its sponsorship of the Participant.
31. The Participant shall train at the Host Organization listed in on the Participant's DS-2019 form. If for any reason a change of Host Organization becomes necessary, the Participant must contact CIEE, submit a new DS-7002 Training/Internship Placement Plan, and obtain approval from CIEE before changing internship positions. Failure to do so may result in the Participant's withdrawal or termination from the program at BAFF/CIEE's sole discretion.
32. The Participant's placement shall occur in a primarily English-speaking workplace. CIEE defines primarily English-speaking workplace as one that conducts meetings, a majority of its correspondence, including written and electronic, and other business-related operations in the English language.
33. The Participant shall be covered under the Host Organization's Worker's Compensation policy (or the equivalent), unless the Host Organization is exempt under state law.
34. If the actual internship training deviates significantly from the terms set forth in the Participant's DS-7002 Training/Internship Placement Plan, or if the internship environment, for whatever reason, proves unsupportive, the Participant shall contact BAFF/CIEE directly. Depending on the circumstances, and at its sole discretion, BAFF/CIEE may assist the Participant in finding another placement. However, BAFF/CIEE does not guarantee that it will be able to find another placement, and, furthermore, BAFF/CIEE does not guarantee that it will be able to find an internship placement for the Participant in the same geographical area.
35. The Participant is solely responsible for his/her own conduct and well-being at all times. CIEE cannot and does not monitor Participants personal conduct, subject, however, to Paragraphs 18, 19, 20, and 21.
36. If, for any reason, the Participant's original internship placement ends prior to the end date listed on the DS-2019 form, the Participant shall inform BAFF/CIEE as soon as he/she is aware, and, in any event, before the last day of training. Depending on the circumstances, and at BAFF/CIEE's sole discretion, the Participant may be required to end his/her program early.
37. If the Participant is terminated by the Host Organization from the internship placement for non-compliance with the DS-7002 Training/Internship Placement Plan or the workplace rules of the Host Organization, the Participant may be also withdrawn or terminated from the program, at BAFF/CIEE's sole discretion. A terminated Participant also loses his/her legal right to remain in the U.S.
38. The Participant shall not accept employment in addition to his/her training.
39. The Participant shall not, under any circumstances whatsoever, stop training or remain outside of the U.S. for more than 30 days at any point during the program.

### SECTION IV. – Contractual Terms and Other Program-Related Conditions

40. BAFF/CIEE makes no representation or warranty of any kind, expressed or implied, as to the suitability of the program for the Participant, and BAFF/CIEE disclaims any and all such warranties to the full extent of the law.



## Baltic-American Freedom Foundation

# Terms and Conditions

### Participant Declaration

41. Should the Participant choose to withdraw or terminate his/her program after he/she has departed his/her home country for the U.S., BAFF/CIEE shall not reimburse or refund any costs associated with the program. Furthermore, BAFF/CIEE shall not reimburse or refund any of the costs incurred by a Participant in the event that BAFF/CIEE, in its sole discretion, withdraws sponsorship after the Participant has departed his/her home country for the U.S.
42. BAFF/CIEE reserves the right to dismiss the Participant from the program if, in its sole discretion, the Participant presents a danger to the Participant or to others, or if his/her conduct is detrimental to the program in any way. In the event of such a dismissal, BAFF/CIEE shall not be responsible for any expenses incurred by the Participant, including but not limited to airfare and other related expenses.
43. The U.S. Government requires all Participants to maintain insurance coverage. As a result of participation in BAFF/CIEE's program, the Participant is automatically covered within the internship program dates as outlined on the Confirmation of Insurance form. The insurance provided by the BAFF/CIEE program is a travel-related policy. It has significant limitations and restrictions, which may include, but are not limited to, denial of coverage for pre-existing conditions, different levels of co-pays or deductibles, and a denial of coverage under certain circumstances. In addition, ongoing treatment for certain or all conditions may be denied or sharply limited in terms of scope and duration. As a result, the Participant may be required to return to the Participant's home country for certain conditions or treatments. It is the responsibility of the Participant to understand the provisions of this coverage and to maintain and/or purchase additional home country coverage during the period of the Participant's participation. In addition, it is the Participant's responsibility to purchase further insurance should the Participant extend his/her period abroad. BAFF/CIEE shall not be responsible for any claims made outside of the insurance coverage provisions and dates that are confirmed to the Participant in the Participant's pre-departure program materials.
44. Under the federal Health Insurance Portability and Accountability Act (HIPAA), BAFF/CIEE's access to a Participant's medical information and/or records is limited. In order to assist the Participant with insurance-related issues to the maximum extent possible, the Participant must provide BAFF/CIEE with a fully executed Privacy and Confidentiality Release Form as part of the application. All exchange visitors may be subject to the requirements of the Affordable Care Act.
45. BAFF/CIEE retains the right, in its sole discretion, to contact the Participant's parents, guardian, and/or emergency contact regarding health-related matters or any other matter whatsoever that relates to the Participant or the Participant's program.
46. The Participant gives BAFF/CIEE permission to use any written, photographic, or video images of himself/herself in the course of reporting on and/or promoting BAFF/CIEE programs.
47. BAFF/CIEE reserves the right to provide the Participant with information BAFF/CIEE deems useful to program Participants, including but not limited to tax, travel, and related services.
48. BAFF/CIEE reserves the right to provide the Participant's contact information to third parties who provide services to exchange program Participants. Third parties receiving this information shall provide the Participant with the opportunity to opt out after the first contact.
49. BAFF/CIEE does not provide housing and is not responsible for any costs related to searching for or securing housing. Whether the Participant arranges housing independently or through the Host Organization, the Participant will likely be required to sign a lease or rental agreement and pay a deposit, which usually amounts to the first and last month's rent and may include an additional security deposit.
50. BAFF/CIEE, INC., its employees, directors, officers and shareholders, (collectively, "BAFF/CIEE") does not own or operate any entity which provides goods or services for the program, including but not limited to 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. All such persons and entities are independent contractors and enter into legal relationships directly with the Participant (and not through BAFF/CIEE).



## Baltic-American Freedom Foundation

# Terms and Conditions

### Participant Declaration

As a result, BAFF/CIEE is not liable for any act or failure to act of any such person or entity, or of any third party. Without limitation, BAFF/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 or the threat thereof, 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 timely, dangers associated with or bites from domestic or wild animals, pests or insects, sanitation problems, food poisoning, disease, epidemics or the threat thereof, lack of, access to or quality of medical care, difficulty in evacuation in case of medical or other emergency, or for any other cause beyond the direct control of BAFF/CIEE.

51. The Participant agrees to release and hold harmless BAFF/CIEE, its officers, shareholders, affiliates and employees (collectively "BAFF/CIEE") from and against any claims, causes of action and liability for any financial or other loss, damage, personal injury, illness or death suffered or incurred by participant, whether based on tort, breach of contract or any other theory. In addition, the Participant agrees to release and hold harmless BAFF/CIEE from its (BAFF/CIEE's) own negligence.
52. This English language version of the Baltic-American Freedom Foundation Professional Internship Program Application, including this Participant Declaration, is the binding contract between the Participant and BAFF/CIEE with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.
53. This Agreement may only be amended by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving.

Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights arising from this Agreement shall operate or be construed as a waiver thereof.

54. The Participant agrees that any dispute concerning, relating, or referring to the Baltic-American Freedom Foundation Professional Internship Program Application, the Baltic-American Freedom Foundation Professional Internship DS-7002 Training/Internship Placement Plan, any other literature concerning the program, or the program itself shall be resolved exclusively by binding arbitration in Portland, Maine, according to the existing commercial rules of the American Arbitration Association. Such proceedings will be governed by Maine law. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable.

### SECTION V. – Baltic-American Freedom Foundation Professional Internship Scholarship Specific Terms

55. The Applicant confirms that the Applicant's personal statement represents the Applicant's original work and thoughts and has not been copied from any other source. Plagiarism of any kind will lead to automatic disqualification or, if discovered later, termination from the program.
56. The Baltic-American Freedom Foundation Professional Internship scholarship is a competitive award, and BAFF/CIEE therefore reserves the right to select a limited number of Applicants to receive the award, who the selection committee in its sole discretion decides best embody the values, goals, and objectives of the Baltic-American Freedom Foundation.
57. BAFF/CIEE Professional Internship scholarship awards are based on the length and location of the internship and are calculated to include visa fees, international travel between the Participant's home country and the U.S. Host Organization city, travel health insurance, accommodation, personal expenses, and local transportation.



## Participant Declaration

- 58. In addition to reviewing all program materials, the Participant is required to attend an in-person BAFF orientation prior to departure for the U.S.
- 59. Program participation begins on the day the Participant departs from the Participant’s home country and terminates on the day the Participant departs from the U.S. (provided this occurs within the legal program dates). The maximum length of training is 11 months; however, the Participant’s stay in the U.S. may be extended beyond the respective maximum durations as follows: The Participant may arrive in the U.S. a maximum of 10 days prior to the DS-2019 start date and may remain in the U.S. for a maximum of 30 days beyond the DS-2019 end date. These additional 30 days beyond the DS-2019 end date represent a “Grace Period” that the U.S. Government has extended to the Participant to be used for travel within the U.S. The Participant shall not train or work in any capacity during this time and shall not depart from and re-enter the U.S. during this period. The Participant shall notify BAFF/CIEE if he/she completes the program early and departs the U.S. prior to the end date listed on the Participant’s DS-2019 Form.
- 60. The Participant agrees to the “Two-Year Home Country Physical Presence Requirement” (“Residency Requirement”) as a requirement of participation in the Baltic-American Freedom Foundation Professional Internship. Upon completion of the BAFF/CIEE Professional Internship, the Participant is required to return immediately to, and reside in, the country of permanent residency named below for a minimum of two years, as required by U.S. law, and is not permitted to stay or attempt to stay in the U.S. or any other foreign country, to work, pursue work, or study. The Participant furthermore understands and agrees that neither the legal right granted by the U.S. Government to remain in the U.S., employment, education, marriage to anyone, including a legal U.S. resident, pregnancy or parenthood, nor the health of the Participant or any family member of the Participant or his/her spouse releases the Participant in any way from the Residency Requirement. The Participant agrees that in the event that he or she does not meet the Residency Requirement without the express written consent of BAFF/CIEE, the Participant will immediately refund BAFF/CIEE the entire BAFF Professional Internship scholarship award amount, as well as any and all collection expenses, including but not limited to legal

expenses, which may add significantly to the award amount to be repaid. The Participant understands that the Residency Requirement is at the heart of the success of the BAFF program and agrees that the Participant will not seek to modify it at any point in time.

- 61. The Participant agrees to contact BAFF/CIEE to arrange an in-person meeting to be held within 30 days of return to his/her country of permanent residency named below. The purpose of this meeting is to review the Participant’s U.S. experience, update contact information, establish compliance with the Residency Requirement, inform the Participant about BAFF alumni activities, and learn about the Participant’s plans for the next two years.
- 62. During the period covered by the Participant’s Residency Requirement, at regular intervals as specified by the Program Director, the Participant is required to provide BAFF/CIEE with proof of his/her employment or student status in the country of his/her permanent residency named below. The Participant has an obligation to inform BAFF of any change of residency status within the two years subject to the Participant’s Residency Requirement.
- 63. The Participant may be asked by the Participant’s Host Organization and/or institution to sign an intellectual property agreement. Under such circumstances, BAFF/CIEE recommends that the Participant seek independent legal advice. BAFF/CIEE has no interest in the intellectual property of any participant, his/her Host Organization, or institution. Should the Participant be asked to sign an agreement regarding his/her right to intellectual property while on the Program, he/she must seek legal representation independently of BAFF/CIEE.

I agree

Name:
Date:
Country of Permanent Residence:
<input type="checkbox"/> Estonia <input type="checkbox"/> Latvia <input type="checkbox"/> Lithuania