## THE CORDELL HULL FOUNDATION for International Education

45 Rockefeller Plaza, 20<sup>th</sup> Floor Telephone 646/ 289.8620 Website: www.cordellhull.org New York, NY 10110 Fax: 646/ 349-3455 email: chfny@aol.com

## MEMO OF UNDERSTANDING BY CHF APPLICANT FOR J-1 VISA EXCHANGE VISITOR SPONSORSHIP

By signing this memo, I attest that I understand the following conditions applicable to me as a J-1 visaholder:

1. TWO-YEAR HOME-COUNTRY PHYSICAL PRESENCE REQUIREMENT

Section 212(e) of the Immigration and Nationality Act and PL 94-484, as amended Exchange Visitor Teachers who are acquiring a skill which is in short supply in their home country will be subject to the two-year home-country residence requirement. This means that I may be required to reside in my home country for the two years following completion of my J-1 visa term before I am eligible for immigrant status, temporary worker (H) status or intracompany transferee (L) status, if teaching is on the Exchange Visitor Skills list or if my stay is financed in any part by my native country.

- 2. HEALTH INSURANCE: Exchange visitors are required to have medical insurance in effect for themselves and any accompanying spouse and minor children on J visas for the duration of their exchange program. At a minimum, my health insurance coverage shall include: (1) medical benefits of at least U.S. \$100,000 per person per accident or illness; (2) repatriation of remains (return of body in event of death) in the amount of U.S. \$25, 000; and (3) expenses associated with medical evacuation in the amount of U.S. \$50,000. My health insurance policy shall not have a deductible that exceeds U.S. \$500 per accident or illness.
- 3. I understand that the Exchange Visitor Program regulations, 22 CFR Part 62.14, require that I understand and execute the necessary steps to obtain J-1 visa approval in my home country. If granted a J-1 visa, I agree to abide by these regulations and CHF's Exchange Visitor Program rules and mission.
- 4. CHF and the host school / district reserve the right to revoke or terminate my J-1 visa program. Grounds for such action include, but are not limited to, the following:
  - violation of the laws of the United States, misconduct, unsatisfactory performance as a teacher,
  - failure to complete the teaching position because of voluntary termination—including premature departure,
  - engaging in unauthorized income-producing activities,
  - lack of funding or
  - other activities that in the judgment of CHF and/or the host school or district are inconsistent with the purposes and best interests of the J-1 Exchange Visitor Program.
- 5. NON-TRANSFERABILITY. I understand that my J-1 visa is linked to the school or school district in that state to which I was invited to work; that I may not transfer to another school for the second, third, fourth or fifth year.
- 6. INCOME TAX DEDUCTIONS:

I understand that some foreign countries—but not all—have tax treaties with the United States. Such a treaty might exempt a J-1 visaholder from U.S. income taxes. I agree to (1) prepare all necessary

documents to obtain any tax refund due me, if applicable, and to (2) pay all my income tax obligations in my home country and the U.S. according to regulations of both countries. I understand that the host school is not obligated to exempt taxes on my behalf.

- 7. I hereby agree to obtain a credit card in my home country with at minimum of \$3,000 credit prior to leaving my employment. This card must be valid to use in the United States to help set up residency and purchase personal items during my first six months. I understand that the requirements for me to qualify for a US credit card could be up to six months' residency.
- 8. I hereby agree to attend a one-day Cordell Hull Foundation J-1 Exchange Visitor Orientation prior to or during the first months of my exchange teacher program. I understand that it is my responsibility to book a flight to arrive in time to attend the scheduled workshop for my particular program, whether in New York City or in the city where I will teach. In the event travel costs must be incurred to attend, I will be responsible for related expenses if my school does not cover transportation, lodging, etc. I also understand that this orientation may be scheduled on a Saturday or evening, and that attendance is part of my obligation as a J-1 exchange visitor visaholder.

ODLE NAME	LAST NAME	
SPONSORSHIP APP	ROVED:	
	Date:	
FOR		
	DDLE NAME	

I have read, understood and signed this form.

I agree to sign and scan & email this form to the Cordell Hull Foundation for International Education: pro@cordellhull.org (or fax to: 646-349-3455)