

CONTRACT

Work and Travel USA 2022

Signed on between (hereafter referred to as Client) and Business Travel Club Sp. z o.o., with its headquarters in Warsaw, on ul. Kopernika 30 (hereafter referred to as BTC).

1. The Contract deals with the organizational and administrative duties of the Client's participation in the Cultural-Exchange Program „Work and Travel USA” (hereafter referred to as WAT Program).
- 1.1. The Client consents to the processing of personal data for the purpose of this Agreement in accordance with Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 in regards to the protection of individuals and the processing of their personal data and on the freedom of movement of such data and the repeal of Directive 95/46 / EC. The administrator of personal data is BTC. Personal data will be: processed by the Administrator and other entities cooperating with it and transferred to foreign organizations, offices competent for the implementation of this agreement, to which the Client agrees. The data will be stored until the contract expires. The client has the right to access, rectify and/or delete his/her data. The Client has the right to lodge a complaint with GIODO if he / she considers that the processing of personal data violates the provisions of the above-mentioned regulation. Providing data by the Client is voluntary, but it is essential for the execution of this contract. If the Client refuses to provide personal data, it will lead to breach of contract. All Client data is confidential.
2. BTC acting on the basis of contracts with American sponsor organizations (hereafter referred to as SPONSOR):

Name	Council on International Educational Exchange (CIEE)	Greenheart Exchange (GE)
Headquarter address	600 Southborough Drive; Portland, Maine	746 N LaSalle Drive; Chicago, Illinois

is obligated to provide the Client with the following:

- a) Make reservations, administrative and organizational actions which will enable the Client to participate in the WAT Program.
- b) Provide the Client with all essential information and documents (especially DS-2019) regarding the participation in the WAT Program and inform the Client of all current matters such as the recruitment process, meetings, visa interview schedules, etc.
- c) Recruit for the WAT Program according to DOS and SPONSOR guidelines and standards.
- d) Check accordance, accept and submit complete documentation in a proper time frame to SPONSOR for final approval.
- e) Make sure the Client is in possession of a flight ticket to/from USA and provide SPONSOR with its details
- f) Hold an online Pre-departure Orientation.
- g) Give access to an online database (if required by SPONSOR).
3. The Client will be covered by the SPONSOR's insurance plan which is required to meet State Department's specific minimal insurance criteria. The Client is obligated to familiarize oneself with insurance details and in case insurance assistance is needed, the Client is obligated to adhere to the guidelines and instructions provided by SPONSOR. BTC is not held liable for any insurance related issues.

	CIEE	GE
Insurance dates	Entire program dates (5 days prior to DS. start date, up to 30.10 maximum)	For DS-2019 dates. Additional insurance if needed, is requested and paid for during stay directly to the SPONSOR (+25 USD/week)

4. To reserve a place on the WAT Program, it is essential to fill out the Enrollment Form, sign the WAT Contract and pay the application fee according to the Payment Timeline in paragraph 14.1-14.7. Final acceptance of the Client for the WAT Program is made by SPONSOR after approval of all documents forwarded by BTC. In the case of SPONSOR refusal, the Client will be refunded all payments.
5. BTC and SPONSOR will not be held responsible for visa denials. In case of visa denial the Client is refunded a portion of payments as outlined in the Cancellation Terms in paragraph 8.2.
- 6.1. The Client is obligated to pay all fees outlined in pt 14.1-14.7 to participate in the WAT Program: this includes the application fee, 1st, 2nd installment, SEVIS and flight ticket fee (if applicable). All payments should be transferred to the account provided at the end of contract in PLN. If you prefer to make 1st, 2nd installment in USD - use account number: PL521750009000000000961787, SWIFT: PPABPLPK
- 6.2. The WAT Program payments are specified in the Payment Timeline in paragraph 14.1. Lack of payments within the timelines may result in a cancellation from the WAT Program (with prior email notification) and enables BTC to withdraw the Client from the list of WAT Program participants and incurs financial consequences specified in the Cancellation Terms in paragraph 8.2.
- 6.3. BTC is committed to transfer the WAT program and SEVIS fees to the SPONSOR.
- 7.1. The Client *commissions* / *does not commission* BTC to purchase a flight ticket to/ from USA per policies in Annex nr 1.
- 7.2. The flight ticket fee is dependent on the departure date and the arrival city to the US and will fall in the price range in Annex 1.
- 7.3. Lack or delay in payment for the flight ticket is treated as a cancellation from the WAT Program and enables BTC to withdraw the Client from the list of WAT Program participants and incurs financial consequences specified in the Cancellation Terms in paragraph. 8.2 as well as flight ticket cancellation fees (acceptance of flight offer is tantamount to buying a specific flight ticket).
- 8.1. The Client may terminate the Contract at any time and withdraw from the WAT Program. In case of termination financial consequences are incurred as specified in the Cancellation Terms in paragraph 8.2.
- 8.2. Cancellation Terms:
 - a) Cancellation from the WAT Program requires a written form (otherwise invalid) and the return of all distributed materials, especially the DS-2019 form. The eligible refund will be forwarded to the Client no later than 45 days from the submission date of the written cancellation and essential documents. The application fee is non-refundable.
 - b) WAT 2020 and/or 2021 Rollover Client cancellations must also adhere with the signed WAT 2020 and/or WAT 2021 Annex.
 - c) In the event of cancellation after signing the contract, BTC will not refund the application fee, it will be used to cover the costs of enrollment preparation for the WAT Program.

TIMELINE/ REASON	Cancellation cost	
	CIEE	GE
After signing the WAT Program contract, but before 1st installment deadline.	Application Fee	
After 1st installment deadline	Application Fee + equivalence of 230 USD	
After 2nd installment deadline	Application Fee + equivalence of 290 USD (370 USD option B) + SEVIS Fee	
Due to J-1 visa refusal	Application Fee + equivalence of 230 USD (310 USD In Option B) + SEVIS fee	Application Fee + equivalence of 300 USD (370 USD In Option B) + SEVIS fee
After SPONSOR rejection of option A	500 PLN + equivalence of 120 USD	
After DS.-2019 start date and/or lack of return of DS.-2019 form after 1.07.2022	No refund	

9. The Client is obligated to submit all documents required by SPONSOR. The Client must follow the WAT Program rules outlined in the SPONSOR's application documents and information materials made available by BTC (written and verbal) that principally relate to WAT rules and regulations, especially the SPONSOR Terms & Conditions, legal employment terms and conditions, safety, health etc. The Client must also obey American law, cultural customs and conditions existing in the US. BTC will not be held responsible for any consequences that arise in case of infringement of the WAT Program rules and regulations or in case of breaking the law. The Client is solely responsible for all damages caused by the Client during the participation in the WAT Program. In the event of any problems occurring in the US, particularly related to employment, health, safety, the Client is obligated to inform SPONSOR immediately about the issue and proceed according to instructions provided by SPONSOR.
10. If the WAT Program is impossible to execute due to reasons beyond BTC's control (such as national and international government restrictions, flight ban or any other force majeure). In case of such an event the Client will be refunded all payments that have been made by the Client minus application fee and sponsor fee of 35 USD.

	CIEE	GE
Fees	0 USD	Depends on the amount of days until DS.-2019 start date: 50 USD (above 60), 100 USD (60-30 days), 200 USD (less than 30 days)

11. BTC reserves the right to change significant terms and conditions of Program WAT (for ex due to SPONSOR decisions). In case of such events the Client will be properly notified of such changes and by signing this agreement agrees to them.
12. BTC is not held responsible for any delays that occur before or during travel to/from USA, possible quarantines, flight cancellations made by the airline, baggage loss as well as loss of the Client's passport, airline ticket, valuables and any other documents that belong to the Client.
13. In case there is a need to go through additional mandatory testing, compulsory vaccines and/or other procedures implemented by governments/airlines, the Client will comply and cover all costs associated with the necessary actions. Refusing to comply will lead to program cancellation as outlined in cancellation terms.
- 14.1. Payment Timeline taking into consideration point 14.2 – 14.7 is as follows (Rollover Clients comply with WAT 2020/21 Annex also):

Payments and deadlines	Amount				Form of payment
	CIEE		GE		
Application Fee Due: when signing contract	1200 PLN (1400 PLN after 1.02.2022)				BTC account*
1st Installment Due: no later than 17.01.2022	400 USD				Asked BGŻ BNP Paribas Bank rate from 10.01.2022 / BTC account*
2nd Installment (depends on WAT program option) Due: no later than 14.02.2022	Option A (self)	Option B (placement)	Option A (self)	Option B (placement)	Asked BGŻ BNP Paribas Bank rate from 7.02.2022 / BTC account*
	365 USD	865 USD	500 USD	1000 USD	
	35 USD – SEVIS				
Flight ticket Due: no later than 7 days from confirmation.	Depends on the arrival city and departure date				BTC account*

- 14.2. Clients enrolling for the WAT program after 1st installment payment deadline are obligated to make the payment within 7 days of signing the Contract. The USD/PLN exchange rate from Payment Timeline table in paragraph 12.1 applies, unless otherwise established.
- 14.3. Clients enrolling for the WAT program after 2nd installment payment deadline are obligated to make the 1st installment payment within 7 days of signing the Contract and 2nd installment payment within 14 days of signing the Contract, but no later than 6 weeks before the WAT Program start date. The USD/PLN exchange rate from Payment Timeline table in paragraph 12.1 applies, unless otherwise established.
- 14.4. In the case where the Client does not commission BTC to purchase the airplane ticket, the first installment for WAT Program is as follows:

Payments and deadlines	Amount				Form of payment
	CIEE		GE		
2nd Installment (depends on WAT program option) Due: no later than 14.02.2022	Option A (self)	Option B (placement)	Option A (self)	Option B (placement)	Asked BGŻ BNP Paribas Bank rate from 7.02.2022 / BTC account
	465 USD	1000 USD	600 USD	1150 USD	
	35 USD – SEVIS				

- 14.5. In case the DS-2019 form or SEVIS system needs to be amended (due to the fault or request of Client) additional fee of 200 PLN applies + potential courier fees. The Client is required to make the payment immediately.
- 14.6. In case the Client changes a previously accepted WAT program placement, the Client will be charged an additional fee of 250 USD at the USD/PLN exchange rate of 2nd installment. The Client is required to make the payment immediately.
- 14.7. In case of lack of full payments in the provided timelines, BTC reserves the right to withhold the Client's DS-2019 form.
15. Option A requires the Client to submit a complete Job Offer, Worker's Compensation and Business License no later than SPONSOR requires.
16. The Client acknowledges electronic contact as a primary form of contact (SMS, email) with BTC and accepts its legal consequences.
17. In cases not covered by this agreement the regulations of the Civil Code will apply.
18. Any disputes that are incurred in connection with this Contract will be resolved by the proper Court. Point at issue is a subject to investigate only based on Client's contact and a brief description of the problem at the proper time. The Client is required to contact BTC immediately when the problem occurs, otherwise the matter will not be considered as a complaint. BTC is not held responsible for overdue issues.
19. No provision of this contract may be assigned without the prior written consent.
20. The contract was composed in two identical copies, one for each party.

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BTC
 (BTC or Agent stamp and signature of authorized staff)

.....
Client
 (legible signature)

*** BTC bank account for WAT Program fees (with SEVIS fee) and airplane ticket**

Bank: BGŻ BNP Paribas SA Warszawa	Account number: 05 1750131206100000000 4343
Company name and address: Business Travel Club Sp. z o.o., ul. Kopernika 30, 00-336 Warszawa	
Payment title: Application Fee (if transferred): LAST NAME .FIRST NAME. OA	
1ST Installment : LAST NAME. FIRST NAME. 1ST INST.WAT	
2ND Installment: LAST NAME. FIRST NAME. 2ND INST.WAT	
WAT Flight Ticket: LAST NAME. FIRST NAME. TICKET	

Work and Travel USA 2022 flight ticket reservation and purchasing policy.

Annex nr 1 – Contract signed on.....

1. BTC as IATA agent makes flight ticket reservations directly in the IATA reservation system using solely customized rates for Work and Travel USA Clients, provided directly by airlines. The flight ticket offers may be different to the ones available on the internet by price as well as tariff conditions (such as: payment terms, cancellation costs after ticket issuance, return date change terms, cost reimbursement in case of visa denial).
2. BTC cooperates with reputable airlines: KLM, Air France, Lufthansa, Swiss Airlines, United Airlines, Delta Airlines, Austrian Airlines, Brussels Airlines. Available flight tickets usually include 1 transit in a European port (Amsterdam, Paris, Frankfurt/Munich, Zurich, Brussels, Vienna), occasionally a second transit may be included in one of the US ports (this generally applies to West coast and small final airport destinations in USA).
3. Each Client which commissions BTC to purchase a flight ticket in paragraph 7.1 of the Contract, will receive an online request (online form) in March/April 2022 to provide "Preferred flight info to/from USA". Based on the request and WAT program criteria, BTC will make a flight reservation on behalf of the Client and will request confirmation of acceptance from the Client. You must keep in mind that:
 - a. BTC ensures to provide a flight offer no later than 2 weeks prior to the WAT Program start date. The flight ticket fee will be the same for same start dates and same destination ports in USA regardless of the airline and timeline of providing the Client with a flight offer.
 - b. The Client has 3 days to confirm the offer or make additional comments. The Client is obligated to communicate this information through email. Lack of contact in this timeline will result in offer cancellation, consecutive offers will be sent post objection clarification from the Client. BTC is committed to making every effort to meet the Client's requests. The Client must consider that the flight ticket offer may range up to 5 +/- days (in such an event the Client will be informed about this when receiving a flight offer).
 - c. BTC reserves the right to provide an offer outside of the preferred range if the provided preferences do not meet the WAT Program and placement criteria.
 - d. Lack of preference submission in a timely manner may result in a flight offer that does not meet the Client's preferences. In such an event BTC will aim to provide a flight offer that is available and meets the program criteria and rules as well as considers the WAT Program placement dates.
 - e. The Client has the right to request a different flight route to/from USA than the ones available in the form. BTC reserves the right though to decline providing such a flight offer if making such a reservation will not be possible. Such flight offers, pricing and terms (cancellation costs, flight changes etc) will be communicated on an individual basis with the Client.
4. Email confirmation/acceptance of flight offer is binding with making the agreed flight ticket payment within 7 days of accepting the flight offer.
5. On the basis of flight prices offered for Work and Travel USA 2019 participants and current consultations with airlines, it is estimated that on the below routes and date ranges the Client may expect total prices (for return tickets to/from Warsaw) as follows:

Destination	NYC	CHI	BOS	WAS	MIA	DEN	SFO	LAX	BZN
Date									
May	2590	2590	3290	3290	3290	3890	3390	3390	4590
1-25 June	2690	2790	3490	3390	3390	3990	3590	3590	4690
26 June - July	3390	3390	3790	3690	3590	4290	3790	3790	4990

The provided prices are tentative, the final flight ticket price will be provided in separate correspondence between BTC and Client. Requested flight tickets from/to other ports than Warsaw may be subject to different prices than the ones in the Table and will be quoted in the provided flight offer.

6. Any requested changes to accepted flight tickets are required in the form of email correspondence. BTC will make the requested changes provided they are possible, if the requested date change is available in the specific reservational class and if the Client accepts in the form of email correspondence any additional fees that may apply. Majority of BTC offered flight tickets are subject to 1 FREE return date change (each additional is subject to a 120- 180 EUR fee). All terms of requested date changes will be provided with confirmation of date change availability. Flight ticket is not subject to a route change.
7. After flight offer acceptance and flight ticket issuance a free cancellation is not possible and is subject to loss of total flight ticket fees, taxes and airport fees. The only exception is in case of J-1 visa denial. In this case the Client is entitled to a full refund of flight ticket fees, unless the accepted flight ticket offer has different terms provided. In case of cancelled flights due to force majeure (closed borders etc.) flight reimbursement will be made in accordance to terms of the airline that the flight was booked with.
8. In case the Client does not commission BTC to purchase a flight ticket, due to State Department and SPONSOR WAT Program requirements, the Client is obligated to provide BTC with a copy of the Client's flight ticket (including all the flight details) no later than 3 weeks prior to the official WAT Program start date (which corresponds with the DS.-2019 form start date). In case the original flight ticket is modified, the Client is obligated to inform BTC before the changes are made to receive approval for the modification. No later than one week after return to Poland, the Client is obligated to submit a copy of the boarding card of the return flight by email to: info@stany.pl.
9. In case the Client does not commission BTC to purchase a flight ticket, it is the Client's responsibility to select a flight ticket within the WAT program terms and requirements as well as to know the selected flight ticket terms - cancellation, date change fees etc.(there are flight tickets that do not enable any changes even at an additional fee). BTC will not be held responsible in any way for flight tickets purchased outside of BTC (tariff terms or any situations that may require flight modifications).

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BTC
 (BTC or Agent stamp and signature of authorized staff)

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Client
 (legible signature)