



CONDITIONS OF SPONSORSHIP FOR EXCHANGE VISITOR ACTIVITIES (AID 252-1)

PRIVACY NOTICE

Authority: 22 U.S. Code (USC) § 2451 (2022); 22 Code of Federal Regulations (CFR) § 62 (2024); and Executive Order 13055 (1997).

Purpose: To facilitate USAID sponsorship of J-1 visas for foreign nationals participating in U.S.-based exchange visitor programs.

Routine Uses: Information provided below will only be used to facilitate USAID compliance with J-1 visa sponsorship requirements.

Disclosure: Disclosure of your information is voluntary, but failure to provide will result in the inability to receive the requisite USAID-sponsored J-1 visa for participation in your U.S.-based exchange visitor program.

I agree that, as an Exchange Visitor (EV) sponsored by the U.S. Agency for International Development (USAID), I will fully participate in this program and adhere to these Conditions of Sponsorship. I endeavor to utilize the knowledge, skills, and attitudes acquired through this program for the benefit of my home country. Furthermore, I thoroughly understand the following requirements of USAID:

- 1. Two-Year Home Residency Requirement:** I must depart the United States on the departure date established by USAID, unless circumstances preclude timely departure and the USAID Responsible Officer (or Alternate Responsible Officer) approves an exception in writing. In accordance with State Department regulations, I must reside and be physically present in my country of nationality or last legal permanent residence for an aggregate of at least two years following departure from the U.S. before I am eligible to apply for a U.S. immigrant visa or permanent residence (“green card”), a non-immigrant K visa as the fiancé(e) of a U.S. citizen, a non-immigrant H visa as a temporary worker or trainee, a non-immigrant L visa as an intracompany transferee, or a non-immigrant H or L visa as the spouse or minor child of a person who has been granted status in H or L non-immigrant classification as a temporary worker or trainee or an intracompany transferee. I will not attempt to change my nonimmigrant status while in the U.S. as a USAID-sponsored Exchange Visitor.
- 2. J-1 visa:** I will receive and must remain on a J-1 visa that has been issued under USAID sponsorship during my stay in the U.S. I am responsible for making certain that my visa is current, and will notify the USAID program implementer of any changes in my completion of this program. Requests for extensions of this program will only be approved if they meet USAID’s objectives for this program. If I plan to travel outside of the U.S., I must immediately notify the USAID program implementer in advance since USAID is required to report any changes in Exchange Visitor status, including any changes in current U.S. address, to the Departments of Homeland Security (DHS) and State (DOS).
- 3. Medical Insurance:** USAID is not responsible for any costs related to medical care while I am traveling to/from or in the U.S. for my program. I will be enrolled in health and accident insurance coverage that meets or exceeds USAID minimum coverage requirements, and I will be covered only for the coverage/limits provided by that health insurance program. I am responsible for paying the insurance deductible and co-payment (if required) and for promptly filing medical claims. In many cases, medical conditions existing prior to this sponsorship by USAID are not covered by insurance programs.
- 4. U.S. Taxes:** I must file U.S. Federal or State tax forms as appropriate for J-1 visa holders, with which the USAID program implementer may assist me. It is my responsibility to ensure that my tax forms are accurately prepared and filed with the U.S. Internal Revenue Service (IRS).
- 5. Dependents:** I must follow the policy on exchange visitor dependents set by the USAID Mission for my country; If dependent travel is allowed: a) USAID provides no funds for dependent expenses and I must meet USAID requirements regarding dependents, b) I will obtain health and accident insurance, and c) I will have funds available for the purchase of my dependents’ round trip tickets. My dependents: a) may only travel on a J-2 visa that has been issued under USAID sponsorship, regardless of the length of their stay in the U.S., b) may not apply or benefit from any type of U.S. public assistance, e.g., subsidized school lunch programs, public or subsidized housing, or food stamp programs, and c) must secure USAID approval before acquiring an employment authorization from U.S. Citizenship and Immigration Services (USCIS).
- 6. Allowances:** I may be eligible for certain maintenance allowances, or allowances for other program-related costs, and that the amount of the allowance will be determined by USAID. I understand that I must obtain written approval from

the USAID award Agreement/Contracting Officer's Representative (AOR/COR) before accepting any outside funds through scholarships, assistantships, or wages, and that if I do receive any financial compensation outside of my USAID allowances, my USAID monthly allowance may be reduced accordingly at the discretion of the AOR/COR.

7. Termination of a Exchange Visitor Program: I understand that USAID reserves the right to terminate the Exchange Visitor program of those exchange visitors who: a) change their course of study without prior authorization; b) fail in their studies; c) fail to carry a full-time course of study, unless specific arrangements are made with the USAID program implementer; d) violate rules governing the program, including these conditions of sponsorship, or the laws of the country; e) accept any public welfare funds; f) bring dependents to the country without prior USAID approval or violate any of the dependent requirements; g) obtain employment in the U.S. or other country during their program without prior USAID approval; h) are diagnosed as having a mental or physical disease, disability or disorder that will unduly delay or prevent successful completion of the program, or render the exchange visitor unlikely to contribute to the home country's development for which the program was designed; or, i) fail to maintain appropriate health and accident insurance coverage for themselves (see 3. above) and their dependents (see 5. above).

8. Legal Obligations: USAID will not provide funds for my legal defense and will assume no responsibility for expenses involved in my owning or operating a motor vehicle, expenses involving criminal or civil law proceedings, any civil or criminal action for which I am held responsible for by local, state or Federal authorities, including arrests and detentions, fines, taxes, legal fees, lawsuits and medical expenses.

9. Automobile Ownership or Operation: If I operate a vehicle while under USAID sponsorship, I do so at my own risk and am personally responsible for: determining and complying with all state and local laws, ordinances and requirements; obtaining all necessary personal, liability, and health and accident insurance, and licenses to meet state and local requirements for the ownership or operation of a motor vehicle; and payment of the cost for medical treatment of injuries sustained as a result of an automobile accident. It will be to my advantage to obtain the maximum personal liability insurance coverage available, to cover possible claims against me should I ever be involved in an automobile accident.

10. Repayment of Program Costs: I agree to repay USAID all costs of this program, plus possible penalty charges, administrative costs, and interest in case of late payment, if I fail to depart from the U.S. upon completion of this program or if this program is terminated by USAID, unless repayment is deferred by USAID. The repayment of these costs does not in any way eliminate or waive the J-1 visa two-year home residency requirement. I understand that any amounts which may be due, USAID may withhold monies owed to me by the U.S. government or may be recovered by such other methods as permitted by law.

By signing below, I affirm and acknowledge that I thoroughly understand the conditions of my sponsorship. I agree that, as a USAID-sponsored Exchange Visitor, I will fully participate in this program and adhere to these Conditions of Sponsorship for the duration of the program. USAID staff will share applicable program start and end dates as reflected on the DS-2019 Form.

Exchange Visitor Signature:	Mission R3 Approver or Award AOR/COR Signature:
Printed Name:	Title:
Date:	Date:

R3 Approver or Award AOR/COR: Upload the completed form to TEAMS and provide the Exchange Visitor a signed copy. Please send any questions to EVpolicy@usaid.gov.