Terms of Participation and Participant Code of Conduct

Participation in a practical training program arranged by Cultural Vistas Inc. and its partner organizations is contingent upon acceptance of the following conditions and code of conduct. A partner organization (hereinafter “partner”) refers to any organization officially engaged with or contracted by Cultural Vistas for the delivery of the program, including the application process, the placement process, program implementation or program evaluation, including but not limited to higher education institutions or other international exchange organizations. Please carefully read the information below and return the signed agreement (page 5) to Cultural Vistas. Be sure to retain a copy for your records.

I. Financial Responsibilities

I understand, and agree to be bound by, the following provisions relating to my fiscal responsibilities:

- I am responsible for all costs associated with the program unless they are explicitly included in the administration fee for the program.

- The participant is responsible for all transportation costs associated with the program, unless such costs are explicitly included in the administration fee for the program.

- I understand that even a paid internship may not cover all of my expenses, and therefore I am responsible for providing my own funds to help cover expenses for the duration of my program.

- I am responsible for securing my own living arrangement.

- I am responsible for all debts incurred by me during my stay abroad, including, but not limited to, monies advanced to me by companies sponsoring my work internship; rents and other housing or moving charges; telephone and other utility bills; medical charges not covered by insurance; and fines or legal penalties imposed upon me in the host country. If I fail to pay any outstanding debts before leaving the host country, I understand that Cultural Vistas will share this statement and the information contained therein with the appropriate authorities and/or parties.

II. Physical and Psychological Fitness, Medical Insurance

- The participant acknowledges that they have disclosed any physical or medical impairments that may impact the administration of their program. Incomplete or untrue statements made by the participant concerning his or her physical or mental condition can lead to expulsion from the program, even after arrival in the host country.

- Medical conditions that exist prior to program participation and could potentially require treatment in the host country must be covered by participant-funded insurance for the entire duration of the program. Pre-natal care and psychological counseling may be excluded from a program-provided insurance.

- The participant acknowledges that Cultural Vistas cannot be held accountable for assuring that the participant is adequately covered by supplemental insurance.
Cultural Vistas and its partner organizations bear no liability for any financial obligations that the participant may incur due to lack of medical insurance coverage. Participants are obligated to pay all medical costs not covered by program insurance at the time they are incurred, even if no reimbursement is awarded from an additional insurance company.

III. Arrival and Departure

- Participants are responsible for arranging their travel to and from the host country.

IV. Official Permits for Travel and Residence

- The participant is responsible for adhering to all official regulations pertaining to his or her arrival, stay and departure in the host country.
- Cultural Vistas cannot arrange for the issuance of work and residence permits outside the program or for the extension of the participant’s stay in the host country beyond the duration of the scheduled program, unless otherwise stated in the program description.
- If a participant decides to remain in the host country after completion of the Cultural Vistas program, he or she does so at his or her own risk, responsibility, and expense. The former participant is responsible for clarification of all questions concerning his or her right to live and work or study in the country.
- Some host countries require work permits/visas. Cultural Vistas will work with each participant requiring a work permit or visa to ensure proper procedures are followed. In the unlikely event a work permit and/or visa is not granted by the host country’s government, the participant can no longer complete his or her internship and must return to his or her home country. Should the participant be in the host country at the time of the denial, he or she is required to leave the host country as directed by the host country’s regulations and/or any official communication received in regards of a denial.

V. Code of Conduct

- In the event of a premature termination of the program on the part of the participant, or his or her expulsion by the organization responsible for administering the program for reasons for which the participant can be held accountable, Cultural Vistas, with the consent of its partners, can require that a portion of the funds expended on his or her behalf be reimbursed by the participant, including any scholarships awarded and disbursed to the participant. This is also true if the termination takes place before the participant has departed for the host country.
- Violation of home country or host country legal provisions, regulations of education facilities, institutions, and companies can result in the termination of the participant’s program.
- Participants are expected to behave in a professional manner in accordance with a business environment. While in a host country, participants act as “ambassadors” for their home country and are expected to behave accordingly.
VI. POLICY REGARDING SARS-COV-2 FOR CULTURAL VISTAS PARTICIPANTS

This policy applies to any Participants whose engagement with Cultural Vistas involves “in-person” activities, such as traveling domestically or internationally; meeting within groups; attending or speaking at conferences, seminars, or events; completing practical training or community service; organizing events in their communities; attending higher education or language courses; living in accommodations with shared spaces; participating in interviews; etc. – collectively the “Program Activities”. The Participant acknowledges that this agreement does not create an employment relationship with Cultural Vistas.

Since travel and assembling with other individuals while engaging in Cultural Vistas Program Activities includes inherent risks, including the risk of infection and spreading disease, Cultural Vistas Participants are required to take all precautions against the spread of illnesses caused by epidemics, pandemics, and endemics while participating in the Cultural Vistas Program Activities. This includes adhering to all laws and recommendations by public health officials in the country/location of the Program Activities as well as to adequate and legal recommendations by host institutions (such as host companies, host families etc.) and Cultural Vistas staff, including but not limited to wearing a medical grade mask of the N95/KN95/FFP2 standard, following minimum distancing requirements, and obtaining recommended vaccinations. Failure to adhere to such laws and recommendations by public health officials may result in suspension or termination of participation in the Cultural Vistas Program Activities.

Participant acknowledges that, due to regulations of the countries/locations of the Program Activities, they may be required to fulfill a mandatory quarantine if they test positive for the SARS-CoV-2 virus during the Program Activities, regardless of vaccination or recovered status. Any additional costs that arise as a result of such a quarantine (accommodations, meals, travel itinerary changes, etc.) will be borne by the Participant.

VII. LIABILITY ON THE PART OF CULTURAL VISTAS

The participant acknowledges that they are aware of the risks posed by international travel, including exposure to SARS-CoV-2 and related infectious diseases, and acknowledge that they are taking part in the program at their own risk and of their own volition with full awareness of all such risks. The participant hereby releases and agrees to hold harmless Cultural Vistas and its partners from any claims under U.S. law, the law of the participant’s home country, or the law of the country or countries in which the program activities take place, for any damage or injury, including injury to their person or damage to property, suffered or caused by the participant during the program. Cultural Vistas and partners undertake a variety of activities to adequately prepare its participants for their program abroad, including, but not limited to: information on health and safety issues in the host country, insurance issues, housing and accommodation, visa and residency requirements, political and cultural conditions in the host country, roles and responsibilities of partners and host companies, and select laws specific to the host country. Beyond this preparatory information, a range of issues related to a participant’s overseas experience can occur and are beyond the control of Cultural Vistas and
partners. Cultural Vistas and its partner organizations, to the fullest extent permitted by the laws of the applicable jurisdiction, cannot:

- Guarantee or assure the safety of the participant or eliminate all risks from the participant’s environment while abroad, which risks the participant is sufficiently aware of and voluntarily assumes;

- Eliminate all health/illness (including COVID-19) risks from the participant’s environment while taking part in the Program Activities;

- Prevent the participant from engaging in illegal, dangerous, or unwise activities;

- Assure that home-country standards of due process apply in overseas legal proceedings or provide or pay for legal representation for a participant;

- Assume responsibility for the actions of persons not employed or otherwise engaged by Cultural Vistas, for events that are not part of the program, or that are beyond the control of Cultural Vistas and its subcontractors, or for situations that may arise due to the failure of a participant to disclose pertinent information;

- Bear liability for any financial obligation that the participant may incur due to lack of adequate insurance coverage outside of any program-provided insurance;

- Assure that home-country cultural values, norms, and laws will apply in the host country.

VIII. Conditions of Participation and Participant Code of Conduct - Signature

Please sign and return the Conditions of Participation and Participant Code of Conduct to Cultural Vistas (cackerman@culturalvistas.org) at your earliest convenience.

I hereby attest that I have read and understood the Conditions of Participation and Liability Information listed above, and I accept these terms as binding for the duration of my program. I acknowledge and accept the limitations to the liability of the administering organization as listed above. I hereby release Cultural Vistas, its officers, directors, agents, partners, representatives, successors, and assignees from any claims and causes of action, heretofore or hereafter arising, known or unknown, by reason of violence or natural disasters affecting me or my property while participating in this program.

I hereby authorize Cultural Vistas to share my documents and information, such as my CV, application form, essay answers, and contact information, with partner organizations and potential host companies for the purpose of administering my program. I understand that my information will otherwise be kept confidential and will not be sold to or shared with parties for any commercial reason, or outside of the functions necessary to adequately administer my program.