

HHS Au Pair Agreement

Contract Serial Number:

(For HHS staff uses)

I, _____, an applicant to be an Au Pair with the HHS Center (北京互惠生国际文化交流中心) China Au pair Program for _____ consecutive months, starting from the first day I begin to live with the host family. I confirm that I have read all written materials provided by HHS Center and that I fulfill all criteria. I understand that the au pair program is a cultural exchange program and not a contract of work. I am aware that being an au pair requires a high degree of both responsibility and flexibility and that I must take my duties seriously. I agree to abide by the terms and conditions set forth in this agreement as detailed below, in particular those regarding: the number of working hours, au pair duties, pocket money, free time, holidays, language courses, transportation costs, insurance and the termination of an au pair arrangement. I shall notify HHS Center immediately if there are any changes to the information included in my application. Should I decide to cancel my application, I shall inform my own agency as well as HHS at once. I agree not to travel to China to engage in an au pair program with HHS until I have received an official letter of confirmation from HHS Center.

Participant Eligibility

I certify that I am between the ages of 18 and 29 at the time of application; I am physically and mentally healthy and have no criminal record. In order to participate in the program, I understand that I have to provide the following to HHS or its representatives or partners overseas:

- √ Application form on HHS website or completed application in an email which should be easily legible
- √ One passport style photo of my face; One biographical photo collage
- √ Dear family letter, introducing the participant to possible host families
- √ One verifiable non-family childcare reference and one non-family character reference
- √ Signed and completed physician's report
- √ Clear criminal record certification
- √ Copy of education certificate for highest level of education completed
- √ Copy of passport information page
- √ Interview in person

Au Pair Duties and Responsibilities

1. I agree that I will provide up to 25 hours per week of services in my host family. I understand I will have at least 1.5 consecutive days off per week, including one full weekend off per month (starting Friday evening and ending Sunday evening) and 3 paid days off as vacation per 3 months.
2. I understand that English/other language tutoring and childcare are of primary importance and I shall carry them out responsibly in a caring and considerate manner. I shall make a concerted effort to experience the culture of my host country, to learn the language, and to display tolerance towards others.
3. I also understand that the safety of the child(ren) should be my first priority during the program. I shall seek the advice of the host family before administering any form of discipline on the child(ren). Any physical harm to the

child(ren) may result in instant termination of the program and I accept responsibility for any further consequences.

4. I undertake to fulfill all the responsibilities agreed upon in the Au Pair and Host Family agreement. I understand that I shall be asked to undertake light household duties and to make a fair contribution to the cleanliness of the common areas of my host family's home and I agree to keep my own room clean and tidy as well as participate in day-to-day life from my host family.
5. I shall discuss in detail with my host family the daily or weekly routine and to discuss and agree upon my free time arrangements with my host family well in advance.
6. I shall make every effort to resolve any differences with my host family. If I have any problems or questions which cannot be discussed and resolved with the host family, I shall contact my assigned coordinator at HHS Center for assistance. If no solution can be reached and I have to leave the Host Family, a written two-week notice will be provided by me in accordance with program guidelines. During this time period, I shall perform my normal duties and I shall continue to receive accommodation, food and pocket money. If a new host family is being arranged for me, I understand and agree that this arrangement may involve moving to a different area/city where a new agreement with the host family will be signed.

Visa Information

1. I shall obtain necessary documents (e.g., a valid passport, visa to China) prior to departure and shall not enter my host country without a proper visa. I understand that I will enter and stay in China legally on either an F or X visa. I will abide all Chinese law, local regulations and cooperate with HHS local staff or any other supervising authority regarding my visa conversion and extension(s).
2. I understand that whether I am traveling to or living in China, I must register with the local police within 24 hours of my arrival in the country. I understand that it is my responsibility to apply for a temporary residence permit, with the help of the host family or HHS staff.
3. I understand and undertake the responsibility of keeping my important travel documents safe and available at all time. In the event that any of my documents such as passport, visa or temporary residence registration are lost or stolen, I shall immediately notify all parties, and if necessary, I shall notify local authorities and my own embassy. I shall immediately re-apply for and re-place all necessary travel documents to keep my legal status valid to be in this program. I understand and recognize that HHS Center is not responsible for replacing my travel documents, and HHS Center may not be able to aid me in extending or replacing visas.
4. I understand and agree that the visa(s) issued for HHS Au Pair Program in China is only intended for the use of HHS Au Pair Program. "F" and "X" visa holders cannot legally work in China. Thus seeking employment while under "F" or "X" visa is strictly prohibited by Chinese Law and Chinese Visa Regulations. Any attempts or any employment acceptance while in China on a HHS Au Pair Program violates the terms of my visa, which may lead to apprehension or deportation by the Chinese authorities. Such acts also violate the terms of this agreement; HHS center reserves the right to terminate this agreement if such acts are discovered.
5. Except as set forth in this Agreement, I understand and agree that if my agreement with HHS is terminated/

canceled by either party, my visa issued for HHS Au Pair Program will be no longer valid, I must immediately leave mainland China. (Advisory: changing to another visa may be prohibited by the Chinese Authority under such circumstances.) HHS Center is not responsible for Au Pair's own action to over-stay his/her visa after the agreement is terminated. HHS Center also reserves the right to cancel my insurance, keep my deposit or withhold travel and language stipends in such circumstances.

6. I understand that there is currently no law in the People's Republic of China governing au pair programs in particular, but HHS conducts its programs in accordance with the laws governing cultural exchange and learning programs in China and in line with international standards for au pair programs. If the law changes I will follow the instructions of HHS Center to remedy the situation.

Services and Benefits Provided by HHS Center:

I understand that I will receive free language classes, and that class settings and schedules are subject to changes according to each placement city's affiliated language schools. I agree to be open to HHS Center's arrangements as far as my work schedule in the host family allows and I will attend Chinese classes which are available. HHS Center reserves the right to set minimum standards of attendance by which to judge my satisfactory participation, and to terminate my right to attend the Chinese classes if I fail to meet these standards.

The Au Pair is entitled to the following service package (effective only during the program duration) that includes:

- √ Visa invitation letter
- √ Airport/Train pick up
- √ Assistance registering with local authorities
- √ 8-12 class hours of Chinese classes per week once the classes start
- √ 24/7 emergency support number
- √ Assigned coordinator
- √ Welcome package (map/metro card/SIM card) (If applicable)
- √ Arrival Orientation
- √ Monthly Newsletter
- √ Monthly Pocket Money of 750RMB (at least)-1300RMB depends on host family's evaluation
- √ HHS Activities
- √ International Travel Insurance
- √ Flight ticket(s): (3 month program= one way ticket to China; 6 month program= round-trip tickets; 12 month program= round-trip tickets plus 5000RMB towards the end of the program if finished successfully)

Regarding Flights

Any au pair choosing to go back home before the completion of the program year will be required to pay for their own flight home, and au pairs who leave the host family within 90 days of their arrival to the host family will be required to pay HHS for the cost of their flight ticket to China (and its related cost).

Rescission of Contract

I understand that I shall be expelled from the program without compensation and under certain circumstances may have to

return home if:

- I fail to abide by the agreements or program guidelines
- I falsify any information in my application (e.g., regarding smoking, childcare experience, health, etc)
- I begin my au pair stay before receiving an official letter of confirmation from HHS center or a proper visa
- I administer corporal punishment to a child
- I am responsible for repeated problems with several host families
- I disobey the laws/regulations of my host country and/or CAPA and/or HHS Center

Privacy Notification:

HHS Center understands that the application process requires me to provide personal information. HHS center shall not sell or otherwise distribute personal information to any third party for any reason besides recruiting au pairs and host families in any way that is suitable for HHS.

By signing below, I verify that all of the information I have provided on my application is true and accurate. I agree that I have read the program information, and I understand and accept the conditions under which the program will be conducted. I hereby release HHS Center, its agents, employees or representatives from all action suits, claims, or liability for damages arising from my participation in the program. If for any reason the information provided in my application is found to be false, my application will be invalid and I will be liable for any consequences. I will have to forfeit all benefits in China including but not limited to travel insurance, language classes, program deposit and travel expenses. I agree that Chinese law applies to this agreement and I agree to submit to the jurisdiction of Chinese courts.

Important Note:

**The HHS China au pair program is an international cultural exchange program. Families and individuals participating in the program should recognize that its sole purpose is cultural exchange. In any agreements, or statements about the program any phrases including "work" such as "working time", "nature of the work" etc. are only intended to simplify and aid understanding. The phrase does not express the obligations and responsibilities on each party that is found in a labor relationship between employer and employee.*

***This agreement may be subject to change. In the case of substantial changes to the content of the program HHS Center will inform me by email.*

This agreement shall take effect from the date signed below.

Au Pair Applicant Signature

Date

Au Pair Print Name

Tasks and duties in day-to-day life with Host Family

English tutoring	<ul style="list-style-type: none"> - oral practice - help with written English - help prepare for English exams - help translate or check English learning materials
Light household duties	<ul style="list-style-type: none"> - vacuum/mop floors, dust surfaces - washing dishes - do the laundry (using a machine, only the au pair or child's clothes) - preparing simple meals - keeping the kitchen in order and general tidying up - shopping for light groceries - packing away laundry/clothes - ironing - tidying and cleaning of children's room(s) - tidying and cleaning of own room(s) - tidying and cleaning in general - keeping floors clean - taking out garbage - walking and feeding pets - watering plants and taking care of plants/flowers - making and changing beds
Taking care of kids	<ul style="list-style-type: none"> - wake children and help them wash and dress - tell them stories, sing, play games together (both indoors and outdoors) - make the bed for the children and help them to sleep - help bathe them - prepare simple breakfasts and/or lunch for the children - help them with their homework - take them to school and pick them up afterwards
Sharing mutual cultures	<ul style="list-style-type: none"> - converse with family about your Western culture and customs - prepare food with the host family - join in family activities
Au pair	<ul style="list-style-type: none"> - take care of the host family's house and personal hygiene