

VISA WAIVER CARRIER AGREEMENT

AGREEMENT
between

A Carrier operating between foreign territory and the United States of America
and
The United States of America
Entered into pursuant to Sections 102 and 217
Immigration and Nationality Act

WHEREAS, Section 217 of the Immigration and Nationality Act of 1952, as amended, [Section 1187 of Title 8, United States Code] authorizes the establishment of a Visa Waiver Program and requires agreements between carriers and the Attorney General, on behalf of the United States of America, in conjunction with the transport of certain nonimmigrant visitors to the United States and the waiver of the requirement of nonimmigrant visas for the admission of such nonimmigrant visitors into the United State under a Visa Waiver Program;

WHEREAS, The attorney General and the Secretary of State have established a Visa Waiver Program pursuant to Section 217 of the Immigration and Nationality Act of 1952, as amended;

1. The carrier will not transport to the United States any alien for admission as a nonimmigrant visitor under the Visa Waiver Program unless such alien: (a) is a national of and in possession of a valid passport issued by a country listed in Section 217.5 of Title 8 of the Code of Federal Regulations; (b) has been provided with a Visa Waiver Information Form; (c) seeks admission into the United States for ninety (90) days or less; (d) has a roundtrip, nontransferable, nonrefundable ticket (except in the country of issuance or nationality or residence of the alien), that is valid for one year for purposes of deportation or exclusion, issued by a carrier signatory on CBP Form I-775, Visa Waiver Carrier Agreement, or by authorized agents who are sub-contractors to such a carrier, and guaranteeing transportation from the United States; (e) agrees that the return portion of such ticket may be used to effect his or her removal from the United States based on a finding of excludability or deportability under 8CFR 217.4; (f) appears otherwise admissible to the United States.
2. The carrier will unconditionally honor and transport from the United States any alien presenting a ticket as set forth in subparagraph (d) of paragraph of this Agreement and 8 CFR 231.
3. The carrier will issue only tickets that are roundtrip, nontransferable, nonrefundable (except in the country of issuance or nationality or residence of the alien), that is valid for one year for purposes of deportation and exclusion, and guaranteeing transportation from the United States to aliens seeking transportation to and admission into the United States under the Visa Waiver Program;
4. At the time of departure from the United States, the carrier will lift the CBP Form I-94W, Nonimmigrant Visa Waiver Arrival/Departure Record of all departing passengers who were admitted to the United States under the Visa Waiver Program will annotate the required departure data on each CBP Form I-94W; and will submit the collected CBP Form I-94W daily to Customs and Border Protection at the place of departure.
5. The carrier will remove from the United States (on the first available means of transportation to the alien's point of departure to the United States) any alien transported by the carrier to the United States for admission under the Visa Waiver Program in the event that the alien is determined by a CBP officer to have remained unlawfully in the United States beyond the 90-day period of admission under the Visa Waiver Program. The carrier will carry out the responsibilities under this paragraph in a manner that does not impose on the U.S. expenses related to the transportation of such alien from the point of arrival in the United States.
6. The carrier will reimburse within 30 days of notice (not pay as a penalty) Customs and Border Protection for any and all costs and expenses incurred in the transportation (from the point of arrival in the United States) of an alien described in paragraph 5 of this Agreement in the vent that the carrier fails to abide by said paragraph 5.

7. U.S. Customs and Border Protection will notify the carrier as quickly as possible and with 24 hours following a determination that an alien is to be removed from the United States under paragraph 5 of this Agreement.
8. The initial transporting carrier is not relieved of any obligations or responsibilities should an alien admitted under the Visa Waiver Program depart temporarily for a visit to foreign contiguous territory or an adjacent island during his or her visit to the U.S. under the program.
9. This Agreement cancels and supercedes any prior agreements between the parties hereto with respect to the subject matter but does not alter or affect any rights and liabilities already accrued under any prior agreements between the parties.
10. This Agreement is subject to termination by the Commissioner on five (5) days notice in writing for failure of the carrier to abide by the provisions of this agreement, but such termination shall neither alter nor affect any liabilities or responsibilities of the carrier that have already accrued under this Agreement.
11. This Agreement shall be subject to cancellation by either party for any reason upon fifteen days' notice in writing to the other party, but such cancellation shall not terminate any rights or liabilities already accrued under this Agreement.
12. This Agreement shall be effective upon the date of execution hereof by the Commissioner.

Signed this _____ day of _____ 20____ Signed this _____ day of _____ 20____

At: _____

At: _____

(Name of Transportation Line)

United States of America

(Address of Transportation Line)

By: _____

By: _____

(Signature)

*Commissioner
U.S. Customs and Border Protection*

(Printed Name)

(Title)

Public reporting burden for this collection of information is estimated to average 2 hours. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to both U.S. Customs and Border Protection, 1300 Pennsylvania Avenue, NW, Washington, DC 20229; and to the Office of Management and Budget, Paperwork Reduction Project: OMB No. 1651-0110, Washington DC 20503.