

DRAFT

GUAM-CNMI VISA WAIVER AGREEMENT

Agreement Between

A Carrier operating between foreign territory and Guam and/or
the Commonwealth of the Northern Mariana Islands (CNMI)
and
The United States of America
Entered into pursuant to Sections 103 and 212(l)

Immigration and Nationality Act

WHEREAS, by virtue of the authority contained in Sections 103 and 212(l) of the Immigration and Nationality Act, and in Section 212.1(e) of Title 8 of the Code of Federal Regulations, the Commissioner of U.S. Customs and Border Protection on behalf of the United States of America, is empowered to enter into contracts with carriers for the entry and inspection of aliens coming to Guam and/or the CNMI from foreign territories, as set forth in Section 212.1(e) of Title 8 of the Code Federal Regulations: and whereas no such transportation line is permitted to land any such alien on Guam and/or the CNMI until and unless it has entered into such a contract.

NOW, THEREFORE, the undersigned transportation line, hereinafter called "the carrier", and the undersigned Commissioner of U.S. Customs and Border Protection, hereinafter called "the Commissioner", on behalf of the United States of America, hereby agree:

1. That the carrier shall not accept for passage to Guam and/or the CNMI any alien visitor not in possession of a nonimmigrant visa, as required unless such alien is a citizen and in possession of a valid passport issued by a country listed in Part 212.1(e)(3) of Title 8 of the Code of Federal Regulations.
2. That the line shall not accept for passage to Guam and/or the CNMI any alien visitor, within the provisions of Section 212.1(e) of Title 8 of the Code of Federal Regulations not in possession of a completed and signed Guam-CNMI Visa Waiver Information CBP Form I-736 and a completed CBP Form I-94.
3. That the carrier shall not accept for passage to Guam and/or the CNMI any alien visitor, within the provisions of Section 212.1(e) of Title 8 of the Code of Federal Regulations, not in possession of a round-trip nonrefundable, nontransferable transportation ticket bearing a confirmed departure date not exceeding forty-five days from the date of admission to Guam and/or the CNMI which the carrier will unconditionally honor when presented for return passage.
4. That the carrier shall be responsible for lifting, at the time of departure, CBP Form I-94 for any alien visitor within the provisions of Section 212.1(e) of Title 8 of the Code of Federal Regulations and returning it to CBP within 48 hours of the alien's departure.
5. That the carrier shall, without expense to the Government of the United States, remove to the foreign port from which the alien embarked to Guam and/or the CNMI any alien brought to Guam and/or the CNMI under this agreement that is either refused admission to Guam and/or the CNMI or remains in Guam and/or the CNMI unlawfully after the maximum period. The carrier shall carry out the responsibilities und this paragraph in a manner than does not impose on the U.S. expenses related to the transportation of such alien from the point of arrival in Guam and/or the CNMI. Further, carrier shall indemnify the United States against any costs for the transportation of the alien from the United States if the visitor is refused admission to Guam and/or CNMI or remains in Guam and/or CNMI unlawfully after the forty-five day period.
6. This carrier shall reimburse within 30 days of notice (not pay as a penalty) CBP for any and all costs and expenses incurred in the transportation (from the point of arrival in Guam and/or CNMI) of an alien described in paragraph 5 of this Agreement in the event that the carrier fails to abide by said paragraph 5.
7. That this agreement, which it is understood and mutually agreed by the parties hereto cancels and supersedes any prior agreement between the parties hereto with respect to the subject matter hereof (but not as to any rights and liabilities already accrued under any prior agreement), shall take effect immediately upon its approval by the Commissioner.
8. That the carrier's failure to meet the terms of this agreement may result in the Commissioner's termination of this agreement upon five days' written notice to the carrier, but such termination shall neither alter nor affect any liabilities or responsibilities of the carrier that have already accrued under this Agreement.
9. This agreement shall be subject to cancellation by either party upon five days' notice in writing to the other party, but such cancellation shall not terminate any rights or liabilities already accrued under this agreement.

Signed this _____ day of _____ 20 _____

Signed this _____ day of _____ 20 _____

At _____
(Name of Transportation line)

At _____
(Name of Transportation line)

(Address of Transportation Line)

(Address of Transportation Line)

By _____

By _____

Commissioner
U.S. Customs and Border Protection

Paperwork Reduction Act Statement: An agency may not conduct or sponsor an information collection and a person is not required to respond to this information unless it displays a current valid OMB control number. The control number for this collection is 1651-0126. The estimated average time to complete this submission is 10 minutes per respondent. If you have any comments regarding the burden estimate you can write to U.S. Customs and Border Protection, Asset Management, 1300 Pennsylvania Avenue, Washington, DC 20229.

