

DEPARTMENT OF HOMELAND SECURITY
U.S. Immigration and Customs Enforcement

IMMIGRATION BOND

OMB No. 1653-0022
Expires 12/31/2019

INSTRUCTIONS

(READ INSTRUCTIONS CAREFULLY)

This bond is posted as security for performance and fulfillment of the bonded alien's obligations to the government. An acceptable surety company or an entity or individual who deposits a certified check, a cashier's check or a money order ("cash equivalent") may execute the bond as surety. The surety is the obligor; the bonded alien is the principal; and U.S. Immigration and Customs Enforcement (ICE) is the beneficiary of all bonds it authorizes. The obligor guarantees the performance of the conditions of the bond. The bond's guaranty is secured by the amount of the bond. An acceptable surety company is one that appears on the current Treasury Department Circular 570 as a company holding the requisite certificate of authority to act as a surety on Federal bonds. An agent of an acceptable surety company (a co-obligor) may execute the bond only if the agent attaches to the bond a currently valid power of attorney showing the authority of the agent to act for the surety company or has provided to ICE a power of attorney to be used as part of the eBONDS system. Any agent of an acceptable surety company is a co-obligor on this bond, and he/she shall sign as a co-obligor in paragraph D. Failure of an agent to sign as co-obligor shall result in rejection of the bond. A co-obligor shall be jointly and severally liable with the surety company for any breach of this bond (i.e., the liability of a co-obligor is in addition to, not instead of, that of the obligor).

ICE may refuse to accept any bond to the extent permitted by law. Obligor and co-obligors (if any) shall state their full name and address in Paragraph A. If the obligor's or co-obligor's address changes after posting this bond, the obligor shall promptly submit an Obligor Change of Address (Form I-333) to ICE with the obligor's new address. An obligor or co-obligor shall sign the bond where indicated in Paragraph D. Either the obligor or co-obligor, or both, may be corporate entities. In addition, an obligor who deposits a cash equivalent to secure the bond authorizes ICE to deposit the funds in an account held by the Department of the Treasury (Treasury). By depositing a cash equivalent and executing this agreement, the obligor certifies, subject to penalties provided by 18 U.S.C. § 1001, that the deposit is not the proceeds of any illicit activity. Provided that is true, if the bond is cancelled upon issuance of Form I-391, "Notice - Immigration Bond Cancelled," ICE will refund the cash deposit and applicable interest to the obligor at the address on file.

PRIVACY ACT NOTICE

Authority: The collection of this information is authorized by the Immigration and Nationality Act, as amended (8 U.S.C. 1103, 1183, 1226, 1229c, and 1363); and 31 U.S.C. 7701(c)(1). The collection of the Taxpayer Identification Number (TIN) is authorized by Internal Revenue Code (26 U.S.C. 6109) and Executive Order 9397. In some cases, the TIN may be an individual's Social Security Number.

Purpose: ICE collects this information to provide for the posting, maintenance, cancellation, and breach of an immigration surety bond, and for associated financial management activities, including collection of unpaid monies, reimbursement of the bond principal, and the calculation, payment, and reporting of interest.

Routine Uses: For United States Citizens, Lawful Permanent Residents, or individuals whose records are covered by the Judicial Redress Act of 2015 (5 U.S.C. § 552a note), your information may be disclosed in accordance with the Privacy Act of 1974, 5 U.S.C. § 552a(b), including pursuant to the routine uses published in the DHS/ICE-011 - Criminal Arrest Records and Immigration Enforcement Records (CARIER) System of Records Notice, DHS/ICE-004 Bond Management Information System of Records Notice (BMIS SORN), and DHS/USCIS/ICE/CBP-001 - Alien File, Index, and National File Tracking System of Records (A-FILE SORN), which can be viewed at <https://www.dhs.gov/topic/privacy>.

For all others, as appropriate under United States law and U.S. Department of Homeland Security (DHS) policy, the information you provide may be shared internally within DHS, as well as with federal, state, local, tribal, territorial, and foreign law enforcement; other government agencies; and other parties as appropriate for collection, enforcement, investigatory, litigation, or other purposes.

Disclosure: Furnishing this information is voluntary; however, an immigration bond cannot be issued unless you provide the information requested on this form. For bonds secured by a cash equivalent, the obligor's TIN (EIN, ITIN or SSN) is necessary to pay interest through Treasury and to comply with Internal Revenue Service requirements to report interest payments. Your TIN will also be used for the purposes of collecting and reporting information on any delinquent accounts arising out of your relationship with the Government.

Public Reporting Burden. Under the Paperwork Reduction Act (PRA), an agency may not sponsor an information collection and a person is not required to respond to a collection of information unless the form displays a currently valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. Often this is difficult because some immigration laws are very complex. The estimated average time to complete and file this application is 30 minutes per application. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Department of Homeland Security, U.S. Immigration and Customs Enforcement, PRA Office, 801 I Street, N.W., Room 700, Washington DC 20536. **(Do not mail your completed application to this address.)**

GENERAL TERMS AND CONDITIONS

The express language of the bond shall take precedence over any inconsistent policies or statements. Federal law shall apply to the interpretation of the bond, and its terms shall be strictly construed.

Cancellation of a bond issued as a delivery bond shall occur upon any of the following events, provided that the event occurs prior to the date of a breach: ICE taking the alien back into its custody; deportation/exclusion/removal of the bonded alien; grant of permanent residence to the bonded alien; termination of deportation/removal proceedings (but not administrative closure or stay of such proceedings); death of the bonded alien; voluntary departure by the bonded alien pursuant to a grant of voluntary departure by the immigration court or Board of Immigration Appeals as evidenced by probative documentation (valid proof) thereof; or other circumstances as provided by statute or regulation. Cancellation for these reasons is automatic, and any subsequent appearance demand, or attempt to breach the bond, is null and void. A delivery bond may not be breached when the bonded alien is in local, state, or federal custody, or when the alien is not within the United States, on the date the obligor is to produce the alien; the bond stays in effect unless ICE later takes the bonded alien into its custody directly from local, state, or federal authorities, in which case the bond will be cancelled.

ICE shall notify the obligor or the co-obligor of a demand to produce the alien, the breach or cancellation of a bond, and any demand for payment of a breached bond. Notice sent to either the obligor or co-obligor is sufficient to trigger the duties and obligations under this bond. Any obligation or duty imposed on an obligor by this bond applies equally to all co-obligors.

ICE shall send notice of a breach of the bond to the obligor or co-obligor on Form I-323, Notice - Immigration Bond Breached, at the address of record. DHS regulations provide that, upon notification of a breach, the obligor has 30 days in which to file an administrative appeal or motion for reconsideration of the breach. Any obligor who contests a declaration of breach shall file an administrative appeal seeking review of the declaration of breach. A declaration of breach shall be administratively final if not timely appealed. Judicial review of any final administrative declaration of bond breach is pursuant to the Administrative Procedure Act, 5 U.S.C. § 701, et seq.

Demands for amounts due under the terms of this bond will be sent to the obligor or co-obligor after a declaration of breach becomes administratively final. For bonds posted by acceptable surety companies, if the surety company or agent does not make payment within 120 days of the demand for payment, DHS may notify Treasury of such nonpayment. If payment is not made within 30 days of the date of the demand for payment, interest, penalty, and administrative fees as provided by the Debt Collection Act, 31 U.S.C. § 3701, et seq., and the Federal Claims Collection Standards, 31 C.F.R. §§ 900-904, will accrue from the date of the first demand.

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IMMIGRATION BOND

Power of Attorney Number _____
A-File No. or Visa No. _____
Bond Receipt No. _____

Part A. Obligor Information

Name of Obligor: _____

Taxpayer Identification Number (TIN): _____

Street Address of Obligor: _____

City, State and Zip Code: _____

Telephone: _____

Name of Agent/Co-Obligor (if any - Surety Bonds only): _____

Address (if different from that of Obligor): _____

Telephone: _____

If this is executed by a surety company the rate of premium is: _____% and the amount of premium is: _____

The name and address of the person who executed a written instrument with the surety company requesting it to post bond is:

B. Information about alien for whom bond is furnished:

Name: _____

Alien Registration Number or Visa Number: _____

Current Location: _____

Date and country of birth: _____/_____/_____ Nationality: _____

Date, port and means of arrival in the United States: _____/_____/_____

Alien to reside at: _____

Telephone number at alien's residence: _____

C. In consideration of the facts recited in paragraph or paragraphs herein numbered _____ and captioned _____ (and in any rider or riders lettered _____ and captioned _____), the above named obligor and the agent acting on its behalf (if any), upon execution of this bond, agree that they are immediately liable to the United States in the sum of _____ dollars (\$ _____), which sum is to be forfeited and paid to the United States upon an administratively final breach determination. The obligor and any co-obligor acknowledge receipt of a copy of the executed bond and any attached rider or riders specified above. The obligor certifies, subject to penalties provided by 18 U.S.C. § 1001, that any cash equivalent deposited is not the proceeds of illicit activity.

D. Signed this _____ day of _____
(Month/Year)

(Signature of Obligor)

(Signature of Agent/Co-Obligor (if any))

E. Bond approved and accepted at _____ on _____
(City and State) (Date)

(Field Office Director Printed Name) (Field Office Director Signature)

F.
Surety Company _____ EIN _____
Agent-Bonding Company _____ EIN _____
Obligors-Cash Equivalents _____ Taxpayer Identification Number (TIN) _____

31 U.S.C.A. § 7701(c)(1). The head of each Federal agency requires each person doing business with that agency to furnish to that agency such person's taxpayer identifying number. It is ICE's intent to use such numbers for purposes of collecting and reporting information on any delinquent accounts arising out of such person's relationship with the Government. The obligor, surety, or agent must furnish its Taxpayer Identification Number (TIN) to ICE. Failure to furnish the TIN may result in a refusal of the bond.

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G.

(1) BOND CONDITIONED UPON THE DELIVERY OF AN ALIEN. In consideration of the granting of the application of the above alien for release from custody, the obligor and any co-obligor hereby furnish such bond with the following conditions if: (1) the alien is released from custody and if the obligor and any co-obligor shall cause the alien to be produced or to produce himself/herself to an immigration officer or an immigration judge of the United States, as specified in the "Notice to Obligor to Deliver Alien," Form I-340, issued by ICE, upon each and every written request until removal proceedings in his/her case are finally terminated; (2) the said alien is accepted by ICE for detention or removal; or (3) the bond is otherwise cancelled, this obligation shall terminate. If, however, the obligor or any co-obligor fails to surrender the alien in response to a demand while the bond remains in effect, the full amount of the bond (see Paragraph C above) becomes due and payable upon an administratively final breach determination. The obligor and any co-obligor further agree that no order issued by or under the authority of the Attorney General or Secretary of Homeland Security such that the issuance or execution of any order of removal is or may be deferred shall be in any manner construed to impair or render void this obligation or any part thereof.

(2) BOND CONDITIONED UPON THE VOLUNTARY DEPARTURE OF AN ALIEN. In consideration of the granting by the Attorney General of an application of the above alien to depart voluntarily from the United States, the obligor hereby furnishes a bond with the following conditions if: (1) the obligor and any co-obligor ensure that the alien departs the United States on or before the date specified in the order granting voluntary departure, and provides probative documentation of the departure within 30 days of the date specified in the order granting voluntary departure; or (2) the alien is actually accepted by DHS for detention or removal, this obligation shall terminate. Otherwise the amount of the bond specified in Paragraph C above shall become due and payable upon an administratively final breach determination.

(3) ORDER OF SUPERVISION BOND. In consideration of the granting of the release of the above alien pursuant to a post-removal-period order of supervision, the obligor and any co-obligor hereby furnish this guaranty with the condition that: if the alien fully performs all of the conditions of the order of supervision and surrenders for removal, then this obligation shall terminate; but if the alien fails to fully perform any of the conditions of the order of supervision, or the alien fails to surrender for removal, the full amount of this bond shall become due and payable by the obligor and any co-obligor upon an administratively final breach determination.

(4) MAINTENANCE OF STATUS AND DEPARTURE BOND. As a condition of the granting of a nonimmigrant visa to the above alien and/or the granting of the application for admission to the United States of the above alien as a nonimmigrant, the obligor hereby furnishes a bond with the following conditions: If the alien is admitted to the United States for a temporary period as a nonimmigrant and complies with all the conditions of each specific nonimmigrant status which s/he is accorded while classified in such status, including the condition that the alien should not accept unauthorized employment, and departs from the United States on or before the date to which s/he is initially authorized to remain in the United States, then this obligation shall be void. If the alien is granted or has timely and properly filed an application for an extension of temporary admission or a change in nonimmigrant status, and if the alien complies with all the conditions of each specific nonimmigrant status which s/he is accorded while classified in such status, including the condition that the alien should not accept unauthorized employment, and departs from the United States on or before the extended date to which s/he is authorized to remain in the United States, then this obligation shall be void. The obligation shall become due and payable if the alien: (a) violates any condition of her/his status; (b) files an untimely application for change of status or extension of his/her lawful admission; or (c) remains in the United States after expiration of the temporary period of admission or, if the alien timely and properly files an application for change of status or extension of her/his lawful temporary stay, the alien does not depart the United States within 10 days after denial of such request.