

**TABLE OF CHANGES – FORM  
Form I-945, Public Charge Bond  
OMB Number: 1615-0143  
10/17/2025**

**Reason for Revision: Public Charge Recission NPRM**

**Project Phase: OMBReview**

Legend for Proposed Text:

- Black font = Current text
- **Red font** = Changes

Expires 10/31/2021

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Future Edition Date xx/xx/2026

Current Page Number and Section	Current Text	Proposed Text
	<p><b>To be Completed by the Obligor or Co-Obligor</b></p> <p>Name of Obligor Name of the Agent/Co-Obligor Agent's/Co-Obligor's Power of Attorney Number (for Surety Bonds Only) Bonded Alien Alien Registration Number A-</p>	<p>[This text box to be deleted from the top of each page.]</p>
<p><b>Pages 4-5, Part 2. Information About the Alien For Whom the Bond Is Furnished</b></p>	<p><b>[Page 4]</b></p> <p><b>Part 2. Information About the Alien For Whom the Bond Is Furnished</b></p> <p>...</p> <p><b>12. Information About the Alien's Attorney or Accredited Representative</b></p> <p>Is the alien represented by an attorney or accredited representative for this Form I-945, Public Charge Bond?</p> <p>Yes</p> <p>No</p> <p>If you answered "Yes," please submit another form G-28 with this public charge bond and provide the information requested below, even if a Form G-28 is already on file with Form I-485, Application to Register Permanent Residence or Adjust Status. If the attorney or accredited representative does not submit Form G-28 for this Form I-945 public charge bond,</p>	<p><b>Part 2. Information About the Applicant For Whom the Bond Is Furnished</b></p> <p>...</p> <p>[no change]</p> <p>If you answered "Yes," please submit another Form G-28 with this public charge bond even if a Form G-28 is already on file with Form I-485, Application to Register Permanent Residence or Adjust Status. If the attorney or accredited representative does not submit Form G-28 for this Form I-945 public charge bond, U.S. Citizenship and Immigration Services (USCIS)</p>

	<p>U.S. Citizenship and Immigration Services (USCIS) will not be able to communicate with the attorney or accredited representative on behalf of the bonded alien.</p> <p><b>A.</b> Volag Number (if any)</p> <p><b>B.</b> Attorney State Bar Number (if applicable)</p> <p><b>C.</b> Attorney or Accredited Representative USCIS Online Account Number (if any)</p>	<p>will not be able to communicate with the attorney or accredited representative on behalf of the bonded alien.</p> <p>[deleted]</p>
<p><b>Pages 7-8, Part 3. General Terms and Conditions</b></p>	<p><b>[Page 7]</b></p> <p><b>Part 3. General Terms and Conditions</b></p> <p>...</p> <p><b><i>Conditions of the Bond - The Alien Will Not Receive Public Benefits and Will Comply With Any Other Conditions Imposed</i></b></p> <p>In consideration of the granting of the above alien's application for adjustment of status, providing there is a furnished suitable bond, the obligor hereby furnishes such bond with the following conditions.</p> <p><b>1.A. Alien Will Not Receive Public Benefits.</b> If the alien receives any public benefits, as defined in 8 CFR 212.21(b), for more than 12 months in the aggregate within any 36 month period (such that, for instance, receipt of two benefits in one month counts as two months, after the alien's adjustment of status and until the bond is cancelled pursuant to 8 CFR 213.1(g), the obligor or agent/co-obligor shall pay the entire amount of the bond as directed by DHS.</p> <p><b>B. Alien will comply with any other conditions imposed as part of this public charge bond, which are:</b>  <b>(1)</b> Conditions: _____  <b>(2)</b> Mentioned in any rider or riders lettered _____ and captioned _____.</p> <p><b>[Page 7]</b></p> <p><b>2. Substitute Bond.</b></p> <p><b>A. Substitution by the Same Obligor as the Initial Bond Posted.</b> Any new/substitute bond must meet all of the requirements applicable to the bond previously submitted to USCIS on the alien's behalf, as outlined in 8 CFR 103.6 and 8 CFR 213.1, and must be valid and effective on or before the day the bond on file with DHS expires. When substituting a bond, the obligor or any agent/co-obligor agrees and understands that the substitute bond must be completed and</p>	<p><b>Part 3. General Terms and Conditions</b></p> <p>...</p> <p><b><i>Conditions of the Bond - The Alien Will Comply With Any Conditions Imposed</i></b></p> <p>In consideration of the granting of the application for adjustment of status, providing there is a furnished suitable <b>and proper</b> bond, the obligor hereby furnishes such bond with the following <b>conditions</b>.</p> <p>[deleted]</p> <p><b>1.</b> Alien will comply with any conditions imposed as part of this public charge bond, which are:  <b>(A)</b> Conditions: _____  <b>(B)</b> Mentioned in any rider or riders lettered _____ and captioned _____.</p> <p>[no change]</p>

<p>submitted on this form in accordance with the directions given in this form and this form's instructions.</p> <p>...</p> <p><b>3. Breach.</b> The obligor or any agent/co-obligor agrees and understands that the following circumstances constitute a breach of the public charge bond:</p> <p><b>A.</b> The alien has received any public benefits, as defined in 8 CFR 212.21(b), for more than 12 months in the aggregate within any 36 month period (such that, for instance, receipt of two benefits in one month counts as two months, after the alien's adjustment of status to that of a lawful permanent resident and until the bond is cancelled pursuant to 8 CFR 213.1(g); or</p> <p><b>B.</b> Noncompliance with any conditions imposed as part of this bond, as outlined in the <b>Conditions of the Bond - The Alien Will Not Receive Public Benefits and Will Comply With Any Other Conditions Imposed</b> section in <b>Part 4</b>.</p> <p>...</p> <p><b>5. Cancellation of the Bond.</b> The obligor or any agent/co-obligor agree and understand to the following: the obligor or any agent/co-obligor may submit a request to cancel the bond together with a completed Form I-356, Request for Cancellation of Public Charge Bond, according to the form's Instructions. The obligor and agent/co-obligor furthermore agree and understand that the applicant may submit Form I-356 (and evidence that the conditions of the bond have been met) without any action by or permission from the obligor or any agent/co-obligor.</p> <p>If USCIS determines that the information received is insufficient to determine whether cancellation is appropriate, DHS may request additional information before making a cancellation determination. A public charge bond may only be cancelled in the following circumstances:</p> <p><b>A.</b> Death of the alien as evidenced by a certified copy of a death certificate; permanent departure of the alien, as defined in 8 CFR 213.1; or naturalization of the alien, and the alien has not become a public charge, as defined in 8 CFR 212.21(a) after the date of DHS' acceptance of any bond; or</p> <p>[new]</p>	<p>...</p> <p><b>3. Breach.</b> The obligor or any agent/co-obligor agrees and understands that the following circumstances constitute a breach of the public charge bond:</p> <p><b>A.</b> The alien has received <b>any means-tested public benefit</b>.</p> <p><b>Noncompliance</b> with any conditions imposed as part of this bond, as outlined in the <b>Conditions of the Bond - The Alien Will Comply With Any Conditions Imposed</b> section in <b>Part 4</b>.</p> <p>...</p> <p>[no change]</p> <p><b>A.</b> Death of the applicant as evidenced by a certified copy of a death certificate, provided the immigrant did not become a public charge prior to <b>death</b>;</p> <p><b>B. Permanent departure of the applicant, provided the immigrant did not become a public</b></p>
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	<p><b>B.</b> After the fifth anniversary of the admission of the alien, or the adjustment to lawful permanent resident, provided that the immigrant did not become a public charge, as defined in 8 CFR 212.21(a):</p> <p>The obligor, any agent/co-obligor, or the alien or the alien's representative (if any) may file a request using Form I-356, and DHS will adjudicate the request to cancel the bond.</p> <p>...</p>	<p>charge prior to departure.</p> <p><b>C. Naturalization of the applicant, provided the immigrant did not become a public charge prior to naturalization.</b></p> <p><b>D. After the fifth anniversary of the admission of the alien, or the adjustment of status to that of a lawful permanent resident.</b></p> <p>The obligor, any agent/co-obligor, or the applicant or the alien's representative (if any) may file a request using Form I-356, and DHS will adjudicate the request to cancel the bond.</p> <p>...</p>
<p><b>Pages 9-10, Part 4. Obligor's or Agent/Co-Obligor's Statement, Declaration, Certification, and Signature</b></p>	<p><b>[Page 9]</b></p> <p><b>Part 4. Obligor's or Agent/Co-Obligor's Statement, Declaration, Certification, and Signature</b></p> <p><b>NOTE:</b> Read the <b>Penalties</b> section of the Form I-945 Instructions before completing this section.</p> <p><b><i>Public Charge Bond Guarantee Statement and Certification</i></b></p> <p>1. In consideration of the facts recited in the <b>Conditions of the Bond - The Alien Will Not Receive Public Benefits and Will Comply With Any Other Conditions Imposed</b> section in <b>Part 3.</b> (and in any rider or riders lettered____ and captioned____), the obligor and the agent/co-obligor named in <b>Part 1.</b> acting on the obligor's behalf (if any), by subscribing hereto, hereby declare that they are firmly bound unto the United States in the sum of \$____.</p> <p>I (obligor and agent/co-obligor) agree to the terms and conditions as set forth in this form and the instructions.</p> <p>The obligor and the agent/co-obligor named in <b>Part 1.</b> acting on the obligor's behalf (if any) thereby guarantee that the alien, named in <b>Part 2.</b>, will not receive any public benefits, as defined in 8 CFR 212.21(b), for more than 12 months in the aggregate within any 36 month period (such that, for instance, receipt of two benefits in one month counts as two months, after the alien's adjustment of status and until the bond is cancelled pursuant to 8 CFR 213.1(g). The obligor and the agent/co-obligor</p>	<p><b>Part 4. Obligor's or Agent/Co-Obligor's Statement, Declaration, Certification, and Signature</b></p> <p>[no change]</p> <p>1. In consideration of the facts recited in the <b>Conditions of the Bond - The Alien Will Not Receive Any Means-tested Public Benefits. Comply With Any Conditions Imposed</b> section in <b>Part 3.</b> (and in any rider or riders lettered____ and captioned____), the obligor and the agent/co-obligor named in <b>Part 1.</b> acting on the obligor's behalf (if any), by subscribing hereto, hereby declare that they are firmly bound unto the United States in the sum of \$____.</p> <p>[no change]</p> <p>The obligor and the agent/co-obligor named in <b>Part 1</b>, acting on the obligor's behalf (if any) thereby guarantee that the immigrant named in <b>Part 2</b>, will not receive any <b>means-tested</b> public <b>benefit</b>. The obligor and the agent/co-obligor acting on the obligor's behalf (if any), agree and understand that the amount of the bond will be forfeited to the United States as liquidated damages and not as a penalty upon failure to comply with the terms set forth in bond and rider (if any). The obligor and agent/co-obligor</p>

	<p>acting on the obligor's behalf (if any), agree and understand that the amount of the bond will be forfeited to the United States as liquidated damages and not as a penalty upon failure to comply with the terms set forth in bond and rider (if any). The obligor and agent/co-obligor further agree and understand that any bond-related notice to him/her in connection with this bond may be accomplished by mail, directed to him/her at the above address. The obligor and any agent/co-obligor acknowledge receipt of a copy of the executed bond and any attached rider or riders specified above. The obligor and any agent/co-obligor agree and understand that DHS will send a copy of the executed bond and any attached rider or riders specified above to the alien.</p> <p>...</p>	<p>further agree and understand that any bond-related notice to him/her in connection with this bond may be accomplished by mail, directed to him/her at the above address. The obligor and any agent/co-obligor acknowledge receipt of a copy of the executed bond and any attached rider or riders specified above. The obligor and any agent/co-obligor agree and understand that DHS will send a copy of the executed bond and any attached rider or riders specified above to the alien.</p> <p>...</p>