



**U.S. Customs and
Border Protection**

Air Ghislaine, Inc.
1209 N Orange St
Wilmington, DE 19801

NOTICE

MAY - 3 2011

Subject: Update the list of Carriers Signatory to the Visa Waiver Program

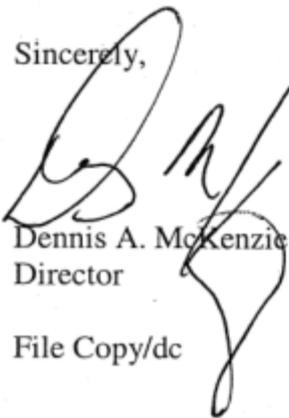
The Department of Homeland Security, U.S. Customs and Border Protection, Carrier Fines Branch, maintains the list of carriers signatory to the Visa Waiver Program (VWP). As a signatory to this program, CBP is requesting that each company review their eligibility status, ensure that all corporate information is currently up to date, that the contract has been signed by a current corporate officer and the carrier still wants to be part of the program. In order to remain on the current VWP Signatory Carrier List, the carrier must complete and return the enclosed I-775 and I-420 forms. The forms must be submitted in duplicate, with original signatures. The carrier must also confirm their mailing address, provide the name and telephone number for the carrier's point of contact, and provide the carrier's US Tax ID#, **or** Custom's Bond Number.

Submit your response to the following address:

U.S. Customs and Border Protection
Carrier Fines Branch (Fines, Penalties and Forfeitures Division)
1300 Pennsylvania Avenue, N.W.
Room 5.5C
Washington, D.C. 20229

There will be no interruption of the carrier's eligibility to transport VWP passengers during this renewal process. Failure to respond to this letter within **60 days** may result the removal of the carrier from the signatory carrier list. If you have any questions concerning this new procedure, please contact a member of my staff at (202) 344-2150, or via email at Denise.C.Carlson@dhs.gov.

Sincerely,



Dennis A. McKenzie
Director

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DEPARTMENT OF HOMELAND SECURITY
U.S. Customs and Border Protection

VISA WAIVER PROGRAM AGREEMENT

OMB No. 1651-0110
Expires 06-30-2013

AN 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 103 and 217
Immigration and Nationality Act

WHEREAS, Section 217 of the Immigration and Nationality Act of 1952, as amended, [Title 8, United States Code, Section 1187]¹ authorizes the establishment of a Visa Waiver Program and requires agreements between carriers and the Commissioner of Customs and Border Protection², 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 States under a Visa Waiver Program;

WHEREAS, the Secretary for the Department of Homeland Security 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. a. 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 is in possession of a valid passport issued by a country listed in Section 217.2 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 valid, roundtrip, nontransferable, nonrefundable tickets (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 Form I-775, Visa Waiver Program 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 each ticket may be used to effect his or her removal from the United States based on a finding of excludability or deportability under 8 CFR 217.4; (f) appears otherwise admissible to the United States.

b. The carrier will unconditionally honor and transport from the United States any alien presenting a ticket as set forth in subparagraph (d) of paragraph 1 of this Agreement and 8 CFR 231 and 217 (a).
2. The carrier will transport to the United States nonimmigrant aliens intending to travel by air or sea under the Visa Waiver Program who have received, prior to embarking on an air or sea carrier for travel to the United States as per 8 CFR 217.7(b), a travel authorization via the ESTA. So the carrier has the capability to determine ESTA status of each intending VWP traveler, prior to the signing of this agreement by all parties to this agreement, the carrier will be certified by CBP as having met the requirements for ESTA compliance. The carrier will comply with the ESTA requirements.
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 are 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;

Until such time that CBP Form I-94W is automated, at the time of departure from the United States, the carrier will lift the Form I-94-W, 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 Form I-94-W; and will submit the collected I-94W daily to the U.S. Customs and Border Protection at the place of departure.

4. 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 U.S. Customs and Border Protection officer at the Port of Entry to be not admissible to the United States or is determined by a U.S. Customs and Border Protection 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 United States expenses related to the transportation of such alien from the point of arrival in the U.S.

¹Section 101(a) of Public Law 106-396, dated October 30, 2000, provided numerous technical amendments by removing "Pilot" wherever that term appeared, and by removing paragraph (f) and redesignating paragraph (g) as (f).

²Department of Homeland Security Delegation Number 7010.3 vests in the Commissioner of U.S. Customs and Border Protection the authority to enforce and administer the immigration laws (including but not limited to 8 U.S. C. § 1187) relating to the Visa Waiver Program.

³"Round trip ticket" includes any return trip transportation ticket issued by a participating carrier, electronic ticket record, airline employee passes indicating return passage, individual vouchers for return passage, and group vouchers for return passage for charter flights.

AGREEMENT

Freedom Air ^{Between} International, Inc.
A Carrier operating between foreign territory or adjacent islands and the United States
and
The United States of America
Entered into pursuant to Section 233(a)
Immigration and Nationality Act

WHEREAS, by virtue of the authority contained in Section 233(a) of the Immigration and Nationality Act and in Section 233.2 of Title 8 of the Code of Federal Regulations, the Executive Associate Commissioner for Operations of the Immigration and Naturalization Service is empowered to enter into contracts with transportation lines for the entry and inspection of aliens coming to the United States from foreign contiguous territory or adjacent islands, and whereas no such transportation line is permitted to land any such alien in the United States until it has entered into such a contract.

NOW, THEREFORE, the undersigned transportation line, hereinafter called "the line" and the undersigned Executive Associate Commissioner for Operations of Immigration and Naturalization, hereinafter called "the Executive Associate Commissioner for Operations", hereby agree:

1. That, regarding aliens brought by it from _____ to the United States; the line shall submit to and comply with all the requirements of the Immigration and Nationality Act, or as such Act may be amended during the term of this agreement, and any Presidential Proclamations, Executive Orders, or regulations prescribed pursuant thereto which are or may be published in the Federal Register and compiled in the Code of Federal Regulations.
2. That the line shall, in accordance with supplemental agreements to be entered into by it or on its behalf with the Executive Associate Commissioner for Operations or a District Director of the Immigration and Naturalization Service, acting on his behalf, provide and maintain at its own expense, and make available to the United States immigration officers suitable landing stations at ports of entry in the United States, providing adequate access to aliens and proper segregation of such aliens from the public until inspection and other requirements of the law and regulations are completed, and convenient facilities and office space.
3. That whenever aliens brought to the United States by the line are detained in the United States pending completion of their inspection or other requirements of the law the expense of their maintenance shall be borne by the line in accordance with the law and regulations applicable thereto.
4. That nothing in this agreement shall be construed as altering, revoking, or in any way affecting or modifying the liability under the law of either party for the payment of extra compensation for overtime services of officers and employees of the Immigration and Naturalization Service.
5. 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 or liabilities already accrued under any prior agreement), shall take effect immediately upon approval by the Executive Associate Commissioner for Operations of the Immigration and Naturalization Service, or on _____. This agreement shall be subject to cancellation by either party upon sixty 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 June, 2011
At: New York, New York

By: Darren K. [Signature]
Vice President
TITLE

Signed this ____ day of _____, _____
At: _____
UNITED STATES OF AMERICA

By: _____
Executive Associate Commissioner for Operations,
Immigration and Naturalization Service
United States Department of Justice

CT CORPORATION

7173 05/26/2011

Air Ghislaine, inc.

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New York, NY 10011

DE Domestic Representation (Business Corporation)
9100588553

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New York, NY 10065