TABLE OF CHANGES – FORM Form I-945, Public Charge Bond OMB Number: 1615-0143 9/8/2025

Reason for Revision: Reinstatement

Project Phase: 60 Day

Legend for Proposed Text:

• Black font = Current text

• Red font = Changes

Expires 12/31/2024 Edition Date 12/23/2022

Cumment Dage Number		
Current Page Number and Section	Current Text	Proposed Text
Pages 3-4, Part 2.	[Page 3]	[Page 3]
Information About the	[2.480.0]	[- "go o]
Applicant For Whom the	Part 2. Information About the Applicant For	Part 2. Information About the Alien For
Bond Is Furnished	Whom the Bond Is Furnished	Whom the Bond Is Furnished
	1. Family Name (Last Name)	1. Family Name (Last Name)
	Given Name (First Name)	Given Name (First Name)
	Middle Name (if applicable)	Middle Name (if applicable)
	2. Alien Registration Number (A-Number) (if any)	2. Alien Registration Number (A-Number) (if any)
	3. USCIS Online Account Number (if any)	3. USCIS Online Account Number (if any)
	[new]	Please provide the case number or other information associated with one of the following pending immigration benefit requests.
	4. Form I-485 Receipt Number	4. Form I-485 Receipt Number
	[new]	5. Department of State (DOS) Consular Case Number (NVC Case Number)
	[new]	6.A. DOS Diversity Visa (DV) Case Number (KCC Case Number)
		DV Program Selectee's Full Name (If you are a derivative and your parent or spouse is the DV Program Selectee) B. Family Name (Last Name) Given Name (First Name) Middle Name (if applicable)
	5. Mailing Address of Applicant	7. Mailing Address of Alien
	In Care Of Name (if any)	In Care Of Name (if any)
	Street Number and Name	Street Number and Name
	Apt. Ste. Flr. Number	Apt. Ste. Flr. Number

City or Town City or Town State State ZIP Code ZIP Code Province Province Postal Code Postal Code Country Country 6. Physical Address of Alien 8. Physical Address of Alien Street Number and Name Street Number and Name Apt. Ste. Flr. Number Apt. Ste. Flr. Number City or Town City or Town State State ZIP Code ZIP Code Province Province Postal Code Postal Code Country Country 7. Date of Birth (mm/dd/yyyy) 9. Date of Birth (mm/dd/yyyy) 8. Place of Birth 10. Place of Birth City or Town City or Town Country Country 9. Country of Citizenship or Nationality 11. Country of Citizenship or Nationality 10. Applicant's Daytime Telephone Number **12.** Alien's Daytime Telephone Number **11.** Applicant's Email Address (if any) 13. Alien's Email Address (if any) 12. Information About the Applicant's Attorney **14.** Information About the Alien's Attorney or or Accredited Representative Accredited Representative Is the applicant represented by an attorney or Is the alien represented by an attorney or accredited representative for this Form I-945, accredited representative for this Form I-945, Public Charge Bond? Public Charge Bond? Yes Yes No No [Page 3] [Page 3] **Pages 4-6, Part 3. General Terms and Conditions** DHS will send notice of a breach of the bond to DHS will send notice of a breach of the bond to the obligor or any agent/co-obligor, informing the obligor or any agent/co-obligor, informing them how the applicant breached the bond, at them how the alien breached the bond, at their their address of record, with a copy to the address of record, with a copy to the alien. An applicant. An obligor or agent/co-obligor must obligor or agent/co-obligor must inform DHS inform DHS within 30 days of any change in within 30 days of any change in the obligor's, the obligor's, agent/co-obligor's, or the agent/co-obligor's, or the alien's mailing and applicant's mailing and physical addresses. physical addresses. Conditions of the Bond - The Applicant Will Conditions of the Bond - The Alien Will Comply With Any Conditions Imposed Comply With Any Conditions Imposed In consideration of the granting of the In consideration of the granting of the application for adjustment of status, providing application for adjustment of status or there is a furnished suitable and proper bond, immigrant visa, providing there is a furnished suitable and proper bond, the obligor hereby

the obligor hereby furnishes such bond with the following conditions.

- **1.** Applicant will comply with any conditions imposed as part of this public charge bond, which are:
- (A) Conditions:
- (B) Mentioned in any rider or riders lettered _____ and captioned ____.

2. Substitute Bond.

A. Substitution by the Same Obligor as the Initial Bond Posted. Any new/substitute bond must meet all of the requirements applicable to the bond previously submitted to USCIS on the applicant's behalf, as outlined in 8 CFR 103.6, 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 submitted on this form in accordance with the directions given in this form and this form's instructions.

The obligor and any agent/co-obligor by providing this bond, agree and understand that DHS, upon submission of the substitute bond, reviews the substitute bond for deficiencies. If DHS determines that the substitute bond is sufficient, it will accept it as the bond on file with DHS, cancel the bond on file, and accept this substitute bond. If the substitute bond submitted is insufficient, DHS will notify the obligor, and any agent/co-obligor, and the applicant so that the obligor, any agent/coobligor, and applicant may correct the deficiency or deficiencies within the timeframe stipulated in DHS's notice. If the deficiency is not corrected within the timeframe specified the previously submitted bond will remain in effect.

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If the bond is substituted by a different obligor or agent/co-obligor, this obligor or agent/co-obligor agrees and understands that he or she is only considered released from the bond if DHS has notified the obligor or the agent/co-obligor, in writing, that he or she is released from the bond, as outlined in 8 CFR 213.1. DHS will send a copy of any notification sent to the new substitute obligor and its agent/co-obligor to the obligor of the bond currently on file, and the applicant and the applicant's attorney or accredited representative (if any).

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furnishes such bond with the following conditions.

- **1.** Alien will comply with any conditions imposed as part of this public charge bond, which are:
- (A) Conditions:
- (B) Mentioned in any rider or riders lettered and captioned .

2. Substitute Bond.

A. Substitution by the Same Obligor as the Initial Bond Posted. 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 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 submitted on this form in accordance with the directions given in this form and this form's instructions.

The obligor and any agent/co-obligor by providing this bond, agree and understand that DHS, upon submission of the substitute bond, reviews the substitute bond for deficiencies. If DHS determines that the substitute bond is sufficient. DHS will cancel the bond on file and accept this substitute bond as the bond on file with DHS. If the substitute bond submitted is insufficient, DHS will notify the obligor, and any agent/co-obligor, and the alien so that the obligor, any agent/co-obligor, and alien may correct the deficiency or deficiencies within the timeframe stipulated in DHS's notice. If the deficiency is not corrected within the timeframe specified the previously submitted bond will remain in effect.

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If the bond is substituted by a different obligor or agent/co-obligor, this obligor or agent/co-obligor agrees and understands that he or she is only considered released from the bond if DHS has notified the obligor or the agent/co-obligor, in writing, that he or she is released from the bond, as outlined in 8 CFR 213.1. DHS will send a copy of any notification sent to the new substitute obligor and its agent/co-obligor to the obligor of the bond currently on file, and the alien and the alien's attorney or accredited representative (if any).

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The obligor and any agent/co-obligor agrees and understands that by submitting this bond as a bond substituting prior bonds posted on behalf of the applicant, the obligor and any agent/co-obligor assume all liabilities of any prior obligors and any of their agent/co-obligors. The obligor and any agent/co-obligor agrees and understands that the substitute bond covers any breach of the bond conditions which occurred before DHS accepted the substitute bond, in the event USCIS did not learn of the breach until after the cancellation of the bond on file with USCIS.

The obligor and any agent/co-obligor agree and understand that by submitting this bond, DHS reviews the bond for sufficiency before accepting it. If DHS determines that the substitute bond is sufficient, it will accept it as the bond on file with DHS, cancel the bond on file, release any prior obligors from liability, and accept this substitute bond. If the substitute bond is submitted but is insufficient, DHS will notify the obligor so that the obligor may correct the deficiency or deficiencies within the timeframe stipulated in DHS's notice. If the deficiency is not corrected within the timeframe specified the previously submitted bond will remain in effect. The obligor and any agent/coobligor agree and understand that DHS will send a copy of any notification to the obligor with the bond currently on file, the applicant, and the applicant's attorney or accredited representative (if any).

. . .

Noncompliance with any conditions imposed as part of this bond, as outlined in the Conditions of the Bond - The Applicant Will Will Comply With Any Conditions Imposed section in Part 4.

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If DHS intends to declare a public charge bond breached based on information that is not protected from disclosure to the obligor or any agent/co-obligor, DHS will disclose such information to the obligor or any agent/co-obligor to the extent permitted by law, and provide the obligor or any agent/co-obligor with an opportunity to respond and submit rebuttal evidence, including specifying a deadline for a response. The obligor and any agent/co-obligor agree and understand that DHS will provide a copy of the notification to the applicant and the applicant's attorney or accredited representative (if any).

The obligor and any agent/co-obligor agrees and understands that by submitting this bond as a bond substituting prior bonds posted on behalf of the alien, the obligor and any agent/co-obligor assume all liabilities of any prior obligors and any of their agent/co-obligors. The obligor and any agent/co-obligor agrees and understands that the substitute bond covers any breach of the bond conditions which occurred before DHS accepted the substitute bond, in the event USCIS did not learn of the breach until after the cancellation of the bond on file with USCIS.

The obligor and any agent/co-obligor agree and understand that by submitting this bond, DHS reviews the bond for sufficiency before accepting it. If DHS determines that the substitute bond is sufficient, DHS will cancel the bond on file, accept this substitute bond as the bond on file with DHS, and release any prior obligors from liability. If the substitute bond is submitted but is insufficient, DHS will notify the obligor so that the obligor may correct the deficiency or deficiencies within the timeframe stipulated in DHS's notice. If the deficiency is not corrected within the timeframe specified the previously submitted bond will remain in effect. The obligor and any agent/coobligor agree and understand that DHS will send a copy of any notification to the obligor with the bond currently on file, the alien, and the alien's attorney or accredited representative (if any).

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Noncompliance with any conditions imposed as part of this bond, as outlined in the Conditions of the Bond - The Alien Will Comply With Any Conditions Imposed section in Part 3.

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If DHS intends to declare a public charge bond breached based on information that is not protected from disclosure to the obligor or any agent/co-obligor, DHS will disclose such information to the obligor or any agent/co-obligor to the extent permitted by law, and provide the obligor or any agent/co-obligor with an opportunity to respond and submit rebuttal evidence, including specifying a deadline for a response. The obligor and any agent/co-obligor agree and understand that DHS will provide a copy of the notification to the alien and the alien's attorney or accredited representative (if any).

After the obligor's or agent/co-obligor's response, or after the deadline has passed, DHS will make a breach determination, and inform the obligor or agent/co-obligor of the right to appeal a determination that the bond has been breached in accordance with the requirements of 8 CFR part 103, subpart A. The obligor and any agent/co-obligor agree and understand that DHS will also provide a copy of the decision to the applicant and the applicant's attorney or accredited representative (if any).

...

- 4. Duration and Validity of the Public Charge Bond. The obligor or any agent/coobligor agrees and understands to maintain the bond as outlined in the Substitute Bond section of this form. The obligor or any agent/coobligor acknowledges and agrees and understands to the condition that it is the obligor's and agent's/co-obligor's responsibility and duty to ensure that the bond for the applicant remains in effect until the applicant naturalizes, permanently departs, or dies, or the bond is otherwise cancelled in accordance with 8 CFR 103.6. The obligor or any agent/coobligor (or the executor, undischarged administrator, or authorized agent of the obligor or any co-obligor) agrees and understands that any request for cancellation of the public charge bond must be filed in accordance with 8 CFR 103.6 and that the obligor or any agent/coobligor is not released from liability until DHS notifies the obligor or any agent/co-obligor in writing of the final cancellation of the bond.
- **5.** Cancellation of the Bond. 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.

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- **A.** 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 death;
- **B.** Permanent departure of the applicant, provided the immigrant did not become a public charge prior to departure.

After the obligor's or agent/co-obligor's response, or after the deadline has passed, DHS will make a breach determination, and inform the obligor or agent/co-obligor of the right to appeal a determination that the bond has been breached in accordance with the requirements of 8 CFR part 103, subpart A. The obligor and any agent/co-obligor agree and understand that DHS will also provide a copy of the decision to the alien and the alien's attorney or accredited representative (if any).

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- 4. Duration and Validity of the Public Charge Bond. The obligor or any agent/coobligor agrees and understands to maintain the bond as outlined in the **Substitute Bond** section of this form. The obligor or any agent/coobligor acknowledges and agrees and understands to the condition that it is the obligor's and agent's/co-obligor's responsibility and duty to ensure that the bond for the alien remains in effect until the alien naturalizes, permanently departs, or dies, or the bond is otherwise cancelled in accordance with 8 CFR 103.6. The obligor or any agent/co-obligor (or the executor, undischarged administrator, or authorized agent of the obligor or any coobligor) agrees and understands that any request for cancellation of the public charge bond must be filed in accordance with 8 CFR 103.6 and that the obligor or any agent/co-obligor is not released from liability until DHS notifies the obligor or any agent/co-obligor in writing of the final cancellation of the bond.
- **5.** Cancellation of the Bond. 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 alien 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.

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- **A.** Death of the alien as evidenced by a certified copy of a death certificate, provided the alien did not become a public charge prior to death:
- **B.** Permanent departure of the alien from the United States, provided the alien did not become a public charge prior to departure;

C. Naturalization of the applicant, provided the immigrant did not become a public charge prior to naturalization.

D. At any time if the immigrant is not likely to become a public charge; or

E. After the fifth anniversary of the admission of the applicant, or the adjustment of status to that of a lawful permanent resident.

The obligor, any agent/co-obligor, or the applicant or the applicant's representative (if any) may file a request using Form I-356, and DHS will adjudicate the request to cancel the bond.

If DHS cancels the bond, it will notify the obligor or any agent/co-obligor. The obligor and any agent/co-obligor, agree and understand that DHS will also send a copy of the notification to the applicant and the applicant's attorney or accredited representative (if any). If DHS denies the request to cancel the bond, DHS will notify the obligor or any agent/coobligor of the reasons why, to the extent permitted by law, and the right to appeal in accordance with the requirements of 8 CFR part 103, subpart A. When DHS cancels the bond, the obligor and any agent/co-obligor are released from liability. The obligor and any agent/co-obligor agree and understand that DHS will also send a copy of the notification to the applicant and the applicant's attorney or accredited representative (if any). Unless administrative appeal is precluded by regulation, a party has not exhausted the administrative remedies available with respect to a public charge bond under 8 CFR 213.1 unless the party has obtained a final decision in an administrative appeal under 8 CFR part 103, subpart A.

C. Naturalization of the alien as a U.S. citizen, provided the alien did not become a public charge prior to naturalization;

D. If USCIS determines that the alien is not likely at any time to become a public charge; or

E. After the fifth anniversary of the admission of the alien, or the adjustment of status to that of a lawful permanent resident and the alien or obligor establish that the public charge bond was not breached during the 5-year period preceding the alien's fifth anniversary of becoming a lawful permanent resident.

The obligor, any agent/co-obligor, or the alien or the alien's representative (if any) may file a request using Form I-356, Request for Cancellation of Public Charge Bond, and DHS will adjudicate the request to cancel the bond.

If DHS cancels the bond, it will notify the obligor or any agent/co-obligor. The obligor and any agent/co-obligor, agree and understand that DHS will also send a copy of the notification to the alien and the alien's attorney or accredited representative (if any). If DHS denies the request to cancel the bond, DHS will notify the obligor or any agent/co-obligor of the reasons why, to the extent permitted by law, and the right to appeal in accordance with the requirements of 8 CFR part 103, subpart A. When DHS cancels the bond, the obligor and any agent/co-obligor are released from liability. The obligor and any agent/co-obligor agree and understand that DHS will also send a copy of the notification to the alien and the alien's attorney or accredited representative (if any). Unless administrative appeal is precluded by regulation, a party has not exhausted the administrative remedies available with respect to a public charge bond under 8 CFR 213.1 unless the party has obtained a final decision in an administrative appeal under 8 CFR part 103, subpart A.

Pages 6-7, Part 4.
Obligor's or Agent/Co-Obligor's Statement,
Declaration,
Certification, and
Signature

[Page 6]

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1. In consideration of the facts recited in the Conditions of the Bond - The Applicant Will Not Receive Public Benefits as described in 8 CFR 212.21(b)-(d). Comply With Any Conditions Imposed section in Part 3. (and in any rider or riders lettered___ and captioned ___), the obligor and the agent/co-obligor named in Part 1. acting on the obligor's behalf (if any), by subscribing hereto, hereby declare

[Page 6]

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1. In consideration of the facts recited in the Conditions of the Bond - The Alien Will Not Receive Public Benefits as described in 8 CFR 212.21(b)-(d). Comply With Any Conditions Imposed section in Part 3. (and in any rider or riders lettered___ and captioned ___), the obligor and the agent/co-obligor named in Part 1. 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 \$____.

I (obligor and agent/co-obligor) agree to the terms and conditions as set forth in this form and the instructions.

The obligor and the agent/co-obligor named in **Part 1.** acting on the obligor's behalf (if any) thereby guarantee that the immigrant named in Part 2, will not receive any public benefits, as defined in 8 CFR 212.21(b)-(d). 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 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/coobligor acknowledge receipt of a copy of the executed bond and any attached rider or riders specified above. The obligor and any agent/coobligor agree and understand that DHS will send a copy of the executed bond and any attached rider or riders specified above to the applicant.

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DHS Signature

- **4.** Public Charge Bond Start Date (mm/dd/yyyy)
- **5.** If Bond is a Subitute Bond, Date Public Charge Bond Cancelled by USCIS (mm/dd/yyyy)

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that they are firmly bound unto the United States in the sum of \$____.

I (obligor and agent/co-obligor) agree to the terms and conditions as set forth in this form and the instructions.

The obligor and the agent/co-obligor named in **Part 1.** acting on the obligor's behalf (if any) thereby guarantee that the alien named in Part 2, will not receive any public benefits, as defined in 8 CFR 212.21(b)-(d). 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 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/coobligor acknowledge receipt of a copy of the executed bond and any attached rider or riders specified above. The obligor and any agent/coobligor agree and understand that DHS will send a copy of the executed bond and any attached rider or riders specified above to the alien.

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DHS Signature

- **4.** Public Charge Bond Start Date (mm/dd/yyyy)
- **5.** If Bond is a Substitute Bond, Date Public Charge Bond Cancelled by USCIS (mm/dd/yyyy)

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