



## **J-1 TRAINEE /INTERNSHIP PROGRAM HOST COMPANY AGREEMENT**

This Agreement ("Agreement") is made and entered into between Council for Educational Travel, USA ("CETUSA"), located at 220 W Champion Street, Suite 260, Bellingham, WA 98225 and \_\_\_\_\_

dba (if applicable) \_\_\_\_\_ ("Host Company"), located at:

\_\_\_\_\_ established in \_\_\_\_\_ and whose main business is \_\_\_\_\_.

The purpose of this Agreement is to establish the respective rights and obligations of the parties thereto regarding that matching of CETUSA interns/trainees "Participants" with Host Company in an "Internship/Training" program. This agreement becomes effective on the date of the last signature below and is valid for 5 years beyond that date unless otherwise terminated by either party in the manner indicated below.

CETUSA is a U.S. Department of State designated sponsor of the Exchange Visitor Program and is the sponsor of each participant during their program. CETUSA has the right to offer or terminate sponsorship and/or extend the participants' program.

### **CETUSA agrees to:**

1. Promote, screen and refer qualified candidates for training and internship opportunities offered by the host company.
2. Coordinate Skype interviews, forward position offers and position offer acceptances.
3. Collect and process required documentation from program candidates to ensure compliance with federal program regulations governing exchange-visitor programs.
4. Issue Form DS-2019 which allows candidates to apply for the J-1 visa and allows for work authorization in the U.S. for the duration of the internship or training opportunity (up to 18 months depending on whether the candidate is an intern or a trainee, and dependent on the occupational category of the training).
5. CETUSA will serve as the program sponsor and will oversee administrative procedures under federal guidelines. CETUSA's primary role as sponsor is at all times to first aim to promote the health, safety, and well-being of its program participants.
6. Act as liaison between program participants and host company in order to help facilitate transparent, open communications and address any concerns or questions that may arise during the course of the participant's program. The goal will be to promote a successful program experience for both host company and program participants.
7. Provide participants with a medical insurance policy that complies with U.S. State Department requirements for each program participant.

### **Host Company agrees to:**

1. Read and abide by the Code of Federal Regulations governing the Exchange Visitor Program ([22 CFR 62.22 Trainees/Interns](#)).
2. Follow all laws, including but not limited to all local, state and federal labor and safety laws in respect to the training of a Participant(s).
3. Not use this program for the following purposes: a substitute for ordinary employment or work, displacement of American workers, trainees, or interns, as an alternative for a work visa, duplicating a Participant's prior work experience, or as a means for Participant(s) to change their J-1 visa status to another visa status (such as H-1B, H-2B, L-1 visa, etc).



4. Not consider Participant(s) for an internship and/or trainee position if they have applied and been denied an H-1B visa with the Host Company.
5. Ensure that the training and internship program is full-time (minimum of 32 hours a week).
6. Guarantee that duties of Participant(s) outlined in the Form DS-7002 Training/Internship Placement Plan will not exceed more than 20% clerical work defined as routine and repetitive tasks such as data entry, filing, typing, mail sorting and distribution, etc.
7. Not to place Participant(s) in unskilled or casual labor positions as defined in [22 CFR 62.22 Trainees/Interns](#).
8. Ensure that Trainee/Intern positions exist primarily to assist Participant(s) in achieving the objectives of their Form DS-7002 Training Plan.
9. To notify CETUSA in writing if Participant(s) accepts work outside their J-1 Program.
10. Acknowledge that the Participant(s) is subject to J-1 visa approval/denial by the U.S. government authorities at their local U.S. Embassy.
11. Provide a valid copy of workers' compensation policy confirming coverage for the Participant(s) and appropriate renewal policy upon its expiration. If applicable, Host Company must provide evidence of state exemption from requirement of coverage.
12. Possess sufficient plant, equipment and trained personnel to provide agreed upon training or internship.
13. Report and pay applicable state, federal and local employment taxes as required in IRS Employer Tax Guide and Publication 515 and recognize that J-1 program participants are considered non-resident aliens who are not subject to Social Security and Medicare (FICA) taxes or federal unemployment tax (FUTA). If necessary, the host company will consult a tax professional with additional or specific questions regarding J-1 Participants.
14. Provide the Participant(s) an orientation at the start of their internship or training about the Host Company's rules, policies, code of conduct and review Form DS-7002 Training Plan.
15. Provide continuous on-site supervision and mentoring of Participant(s) by experienced and knowledgeable staff during the program.
16. Acknowledge that CETUSA as program sponsor, or the U.S. Department of State, or Department of Homeland Security may perform a site visit during the course of the program.
17. Allow CETUSA to conduct a site visit if necessary under U.S. Department of State regulations. A site visit is mandatory for all host companies that have less than 25 full time employees or three million dollars (\$3,000,000) in annual revenue.
18. Confirm that Host Company is not a staffing agency and that there is no third-party staffing agency involvement in the Participant's program.
19. Inform CETUSA within 3 business days if Participant(s) leaves the program for any reason.
20. Notify CETUSA about any problem or conflict involving Participant(s) in a timely manner. Notifications could include, but are not limited to, details about Participant's performance, abilities, communication challenges, tardiness or absenteeism, etc.
21. Acknowledge that CETUSA secures accident and sickness insurance coverage for Participant(s) by a major U.S. medical insurance company in accordance with the U.S. Department of State J-1 program regulations. Host Company is not required to offer or provide medical insurance to Participant(s).
22. Take an active role in composing Form DS-7002 Training/Internship Placement Plan and immediately notify CETUSA of any changes in Form DS-7002 (such as training site location, supervisor, training activities and schedule) within 3 business days.



23. Complete mandatory program midpoint and final evaluations in accordance with specified due dates, ensuring that the appropriate supervisor and Participant(s) sign and return to CETUSA.

24. Understand and accept that CETUSA is not responsible for any civil or criminal liability incurred by Participant(s) for defending against such claims.

25. Uphold the key goal of the J-1 Training and Internship Program that Participant(s) will return to their home countries and share their experiences with their countrymen.

26. Organize and encourage cultural activity opportunities for the Participant(s) while on program including but not limited to holiday celebrations, team building activities, potlucks, local festivals, performances, fairs, etc.

**LEGAL PROCEEDINGS:** The Host Company also agrees that any controversy, dispute or claim arising out of or in connection with this agreement, the relationship of the parties, or its interpretation, performance or non-performance, or any breach thereof shall be determined solely in arbitration in accordance with the then existing rules of the American Arbitration Association. Both parties waive the right to a jury trial.

**CONFIDENTIALITY:**

Any and all Participant identifiable information disclosed between CETUSA and the Host Company, their agents, employees or other persons, businesses or corporations acting in concert, with or on behalf of each respectively, shall be maintained and treated as entirely Confidential and shall not be disclosed to any third party without the express written consent of Participant unless otherwise required or allowed by applicable Federal and/or State law.

**TERMINATION:**

The parties shall have the absolute right to terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days advance written notice of the proposed date of termination.

**SEVERABILITY:**

In the event any clause, sentence, term or provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, invalid or unenforceable for any reason, the remaining portions of this Agreement shall remain in full force and effect.

**HOST COMPANY REPRESENTATIVE**

**Full Name:**

**Position/Title:**

**Office Phone:**

**Mobile Phone:**

**Email:**

**HOST COMPANY SIGNATURE**

By signing below I certify that I am the Host Company representative named above, that I am an employee (or the employer) of the Host Company and that I am authorized by the Host Company to sign this document on its behalf. I agree to the terms and conditions of this Agreement.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**FOR CETUSA:**

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\*If you are unable to electronically sign this document, please print it out, hand sign it, and send CETUSA a scanned copy