

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 678 Front Avenue NW, Suite 091A Grand Rapids, MI 49504 and _____

D.B.A. (if applicable) _____ (“Host Company”), located at _____

and with Employer Identification Number (EIN): _____.

Legality: CETUSA is authorized by the US State Department under section 101 (A)(15)(J) of the Immigration and Nationality Act to provide the necessary legal sponsorship that allows eligible foreign nationals to obtain the J-1 “Exchange Visitor” visa in the Trainee and Intern categories as defined in 22 CFR 62.22. As the designated sponsor, CETUSA provides assistance with placement, entry and orientation to qualified foreign nationals who seek professional training or internship with qualified Host Companies in the United States to learn American techniques, methodologies, and technology while learning about American culture, traditions and values.

Agreement Purpose: The purpose of the Agreement is to outline the obligations and full relationship between CETUSA and the Host Company on all matters involving the administration of CETUSA’s Exchange Visitor Program in the Trainee and Intern categories and to establish the respective rights and obligations of the parties thereto regarding the placement, sponsorship and monitoring of CETUSA’s trainees/interns “Participants” with Host Company during their internship/training “Program”. The Host Company is informed that CETUSA is the sponsor organization and can in no way be construed to be the employer of the Participant(s) in the U.S. Host Company named above is the employer for the duration of the Program, unless otherwise agreed in writing.

Program Purpose & Objective: The Program purpose is to enhance the skills and experience of the Participant in his/her academic and/or occupational fields through participation in a structured and guided, work-based training or internship and to increase the Participant’s understanding of American culture and society and likewise to enhance Americans’ knowledge of foreign cultures and skills through an open exchange of ideas. The greater objective of the Exchange Visitor Program is to increase mutual understanding between the people of the United States and the people of other countries which advances the public diplomacy goals of the United States. Therefore, the Participant is expected to return home at the end of the Program with hopes of fulfilling the program objective.

Relationship of the Parties: The parties intend that the relationship between them under this Agreement is that of independent companies only. The Host Company willingly agrees to assist CETUSA in the conduct of its Program and carry out the purpose and the objective of the Program.

In consideration of the mutual goals of the parties, CETUSA agrees to:

- Abide by all U.S. Department of State regulations governing the Exchange Visitor Program 22 CFR 62, educate and ensure the Host Company’s compliance with these regulations as they apply to the Participant’s Program.
- Provide Participants with appropriate information on the Program, government regulations, pre-arrival, area-specific information and verify that they possess English language skills sufficient to function on a day-to-day basis in their training environment.
- Screen and verify Program eligibility as defined in program regulation 22 CFR 62.22 for Trainee and Intern categories, issue Form DS-2019 ‘Certificate of Eligibility’ to the Participants with approved Programs which in turn, allows them to apply for the J-1 visa and travel to the U.S. to start their Program with the Host Company.
- Verify that the Program is suitable for Participant’s educational and/or professional background and career advancement level.
- Oversee the administrative procedures under the federal guidelines, collect and process required documentation from the Participant and the Host Company to ensure compliance as defined in program regulation 22 CFR 62.22.
- Secure sickness and accident insurance for every Participant according to the U.S. State Department requirements for at minimum, the duration of the Program.
- Monitor the Program by means of monthly check-in emails to Participants, written evaluations, and site visits.
- Be responsible for the government reporting on all applicant program matters and any changes to the Program.
- Act as liaison between the Participant and Host Company to help facilitate transparent, open communications, and provide ongoing support with a focus on the Participant health, safety, and well-being, including a 24-hour emergency telephone number.

In consideration of the mutual goals of the parties, Host Company agrees to:

- Read and abide by the relevant sections of the Code of Federal Regulations (22 CFR Part 62) governing the Exchange Visitor Program, and (22 CFR Part 62.22) pertaining to Trainee and Intern categories, as well as CETUSA program guidelines.
- Assist in and act on CETUSA's behalf in the conduct of its Program by providing supervised, on-the-job training or an internship to the Participant(s) at the Host Company's business location as approved by CETUSA.
- Possess sufficient resources, plant, equipment, and trained personnel to facilitate the Program.
- Complete Form DS-7002 Training/Internship Placement Plan and closely follow it by providing continuous on-site supervision and mentoring of Participant(s) by experienced and knowledgeable staff during the program. Remote training is not permitted.
- Notify CETUSA immediately of any changes in Form DS-7002 (such as training site location, supervisor, training activities and schedule).
- Understand and accept that the Participant(s) can only train during the dates listed on their Form DS-2019. The Participant(s) can be legally present in the U.S. up to 30 days before and after the program dates as a tourist, without training authorization.
- Provide an orientation to the Participant(s); review the rules, policies, code of conduct, goals and objective of the program as described in the Form DS-7002 Training/Internship Placement Plan.
- Timely complete mandatory periodic (mid-term if program is longer than 6 months; and final) evaluations requested by CETUSA.
- Always provide the Participant(s) with a minimum of 32 hours per week of on-the-job training or internship activities during the Program.
- Report and pay applicable state, federal and local employment taxes as required in IRS Employer Tax Guide and Publication 515 and recognize that in most cases, the Participant(s) 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 qualified tax professional regarding all state and federal tax matters.
- Certify that duties of the Participant(s) outlined in the Form DS-7002 Training/Internship Placement Plan will not exceed more than 20% clerical work (i.e., data entry, answering phone, filing, mail distribution, etc.), that the Program provides a balance between learning opportunities and contributions to the organizations, and that the positions filled by Participant(s) exist primarily to assist him/her in achieving program objectives.
- Bring awareness, encourage, or organize cultural activities including but not limited to holiday celebrations, team building activities, potlucks, local festivals, performances, fairs, etc.
- Abide by all federal, state, and local occupational health and safety laws in respect to the training and employment of a Participant(s) and ensure that any wage deductions (i.e., housing, union dues, uniform, etc.), will be in accordance with the Fair Labor Standards Act (FLSA).
- Provide a valid copy of workers' compensation policy confirming coverage for the Participant(s) and appropriate renewal policy upon its expiration. If applicable, the Host Company must provide evidence of state exemption from requirement of coverage and verify if an alternative business insurance is available to extend the coverage to the Participant(s) on the program.
- Confirm that the Host Company is not a Staffing/Employment Agency, which cannot be a part of the Program.
- Acknowledge that CETUSA secures accident and sickness insurance coverage for Participant(s) in accordance with the U.S. Department of State J-1 program regulations. The Host Company is not required to offer or provide medical insurance to Participant(s).
- Certify that the Program is not designed to recruit and/or train the Participant(s) for ordinary employment or continued work purposes in the US., and that the Program will not be used for the following purposes: a substitute for ordinary employment, displacement of full- or part-time, temporary or permanent American workers, serve to fill a labor need, duplicate the Participant's prior work experience, or serve as a means for Participant(s) to change their visa status (such as H-1B, H-2B, L-1 visa, etc.).
- Not to place the Participant(s) in unskilled occupations as in Appendix E to 22 CFR Part 62 including, but not limited to, housekeeping, dishwashing, dining room attendant, bartender, cashier, hotel clerk, bookkeeping, warehouse work; occupations excluded in 22 CFR 62.22(j)(1) or that otherwise could bring the Program into notoriety or disrepute.
- Uphold the key goal of the Program that Participant(s) will return to their home countries and share their experiences with their countrymen. The organization I represent will not encourage or assist the Participant(s) to stay in the U.S. beyond the period permitted by the DS-2019 form nor assist the Participant(s) with changing his or her visa status while under CETUSA sponsorship.
- Acknowledged that the Participant(s) are made aware that they cannot gain lawful employment outside the Program and notify CETUSA immediately in writing upon discovering any instance of the Participant(s) outside employment. Further, the Host Company shall immediately notify CETUSA upon learning of a Participant's abandonment of his/her Program.

- Be responsible for all expenses incurred by the Host Company and/or training-related expenses incurred by the Participant(s) on behalf of the Host Company during the Program. Neither CETUSA nor the Host Company is responsible for any personal living expenses incurred by the Participant(s), including commuting costs to and from the Host Company, room and board, etc., unless otherwise agreed in writing.
- Notify CETUSA about any problem or conflict involving the Participant(s) in a timely manner. Such issues could include, but are not limited to, details about Participant’s performance, abilities, communication challenges, tardiness or absenteeism, etc. or any other factor that may result in interruption or premature ending of their Program.
- Notify CETUSA promptly if any emergency arises involving Participant(s); if a Participant(s) welfare is impacted in any way; if Participant(s) are arrested or involved in any illegal activities; if the Host Company becomes involved in any litigation related to their participation in the Program or if any other significant situation involving Participant(s) arises. CETUSA is not responsible for any costs (including defense costs) associated with civil lawsuits or criminal charges made against Participant(s) and/or the Host Company in association with its Program.
- Acknowledge that the Participant(s) is subject to J-1 visa approval/denial by the U.S. government authorities which may prevent them from arriving on the Program. CETUSA has no control over the U.S. Embassy/Consulate visa approval/denial decisions.
- Allow CETUSA to conduct a site visit, which is mandatory for all new Host Companies that have fewer than 25 full-time employees or under \$3 million in annual revenue. CETUSA as a program sponsor, or the U.S. Department of State, or Department of Homeland Security may perform a site visit during the Program.
- Acknowledge that CETUSA has the right to withdraw sponsorship from any Program that fails to comply with program regulations or CETUSA rules.

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 commercial rules of the American Arbitration Association. Any such arbitration will be held in Grand Rapids, Michigan and will be tried pursuant to substantive Michigan law without regard to its conflict of law provisions. Both parties waive the right to a jury trial.

Indemnification: The Host Company shall indemnify and hold harmless CETUSA and all other persons connected with the program process, from all liabilities, claims, actions, damages, expenses, and losses incurred by reason of any act, error, or omission of the Host Company or its agents, and/or Participant’s training conduct.

Confidentiality: Any and all participant identifiable information disclosed between CETUSA and the Host Company, its 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 the Participant(s) unless otherwise required or allowed by applicable Federal and/or State law.

Term and Termination: 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. 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. However, Host Company remains bound to adhere to this Agreement for all Participants then enrolled.

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.

Integration: This is an integrated contract which supersedes any prior written or oral agreements. It can be modified only in a writing signed by both parties.

By signing below, I certify that I am the Host Company Supervisor (and/or Contact) named below; that all of the responses given above are true and accurate; that I am an employee (or a responsible officer/owner) of the Host Company; and that I am authorized by the Host Company to sign this document on its behalf.

Host Company’s Representative Name: _____ Signature: _____ Date: _____

CETUSA’s Representative Name: _____ Signature: _____ Date: _____