

## Host Company Information – Terms & Conditions

### Welcome to the J-1 Programs!

The U.S. State Department oversees the J-1 program, and requires Host Companies to follow certain regulations when they hire J-1 participants. The requirements in these Terms and Conditions are based on the regulations.

**Purpose of the Intern & Trainee Programs:** The Intern & Trainee Programs are designed to enhance the skills and expertise of Exchange Visitors in their academic or occupational fields through participation in structured and guided work-based training and internships and to improve participants' knowledge of American techniques, methodologies and expertise. Host Companies agree to abide by the Department of State regulations governing the program. The Host Company must provide a training/internship plan which outlines the training phases that the participant will receive for the duration of the program. Alliance Abroad Group will assist with the creation of this training/internship placement plan. Plans must be tailored to the participant's background as well as to the particular internship or training experiences that your company will offer, and Host Companies must agree to provide the training specified. If the internship or training changes substantially, the Host Company will inform Alliance Abroad Group immediately. The Host Company is required to have sufficient physical plant/Building, equipment and training personnel for supervision. The Host Company will cooperate with Alliance Abroad Group staff in the supervision of the participant and will provide midpoint and final evaluations for the participant. The Host Company will accept AAG's provision of selection, orientation, insurance and monitoring of the program.

Intern & Trainee Programs must not be used as substitutes for ordinary employment or work purposes, nor may they be used to displace American workers.

No more than 20% of the participant's total activities can be spent in clerical tasks or in the positions on the U.S. Department of State Unskilled Occupations List: [http://exchanges.state.gov/jexchanges/private/trainee\\_unskilled.html](http://exchanges.state.gov/jexchanges/private/trainee_unskilled.html). This includes: Assemblers; Attendants, Parking Lot; Attendants (Service Workers such as Personal Services Attendants, Amusement and Recreation Service Attendants); Automobile Service Station Attendants; Bartenders; Bookkeepers; Caretakers; Cashiers; Charworkers and Cleaners; Chauffeurs and Taxicab Drivers; Cleaners, Hotel and Motel; Clerks, General; Clerks, Hotel; Clerks and Checkers, Grocery Stores; Clerk Typist; Cooks, Short Order; Counter and Fountain Workers; Dining Room Attendants; Electric Truck Operators; Elevator Operators; Floorworkers; Groundskeepers; Guards; Helpers, any industry; Hotel Cleaners; Household Domestic Service Workers; Housekeepers; Janitors; Key Punch Operators; Kitchen Workers; Laborers, Common; Laborers, Farm; Laborers, Mine; Loopers and Toppers; Material Handlers; Nurses' Aides and Orderlies; Packers, Markers, Bottlers and Related; Porters; Receptionists; Sailors and Deck Hands; Sales Clerks, General; Sewing Machine Operators and Handstitchers; Stock Room and Warehouse Workers; Streetcar and Bus Conductors; Telephone Operators; Truck Drivers and Tractor Drivers; Typist, Lesser Skilled; Ushers, Recreation and Amusement; Yard Workers)

AAG must be notified immediately if the participant is not complying with the program rules or agreed upon training.

**Site visit requirements for Intern & Trainee Programs:** I understand that per program regulations a site visit may be required prior to approval of my request for participation in the program. This regulation pertains to companies with fewer than 25 employees or less than \$3 million dollars in annual revenue. The site visit fee for the Host Company is \$100.00.

**Purpose of the Summer Work Travel Program:** The purpose of this program is to provide foreign college and university students with opportunities to interact with U.S. citizens, experience U.S. culture while sharing their own cultures with Americans they meet, travel in the United States, and work in jobs that require minimal training and are seasonal or temporary in order to earn funds to help defray a portion of their expenses. Employment is of a seasonal nature when the required service is tied to a certain time of the year by an event or pattern and requires labor levels above and beyond existing worker levels. Employment is of a temporary nature when a Host Company's need for the duties to be performed is a one-time occurrence, a peak load need, or an intermittent need. It is the nature of a Host Companies' needs, not the nature of the duties that is controlling.

### What types of positions are not allowed?

- In positions that could bring notoriety or disrepute to the Exchange Visitor Program;
- That require licensing;
- In sales positions that require participants to purchase inventory that they must sell in order to support themselves;
- In domestic help positions in private homes (e.g., child care, elder care, gardener, chauffeur);
- As pedicab or rolling chair drivers or operators;
- As operators or drivers of vehicles or vessels for which drivers' licenses are required regardless of whether they carry passengers or not;
- In positions related to clinical care that involves patient contact;

- In any position in the adult entertainment industry (including, but not limited to jobs with escort services, adult book/video stores, and strip clubs);
- In positions requiring work hours that fall predominantly between 10:00 p.m. and 6:00 a.m.;
- In positions declared hazardous to youth by the Secretary of Labor at Subpart E of 29 CFR part 570 (<http://www.dol.gov/dol/topic/youthlabor/hazardousjobs.htm>);
- In positions that require sustained physical contact with other people and/or adherence to the Centers for Disease Control and Prevention's Universal Blood and Body Fluid Precautions guidelines (e.g., body piercing, tattooing, massage, manicure);
- In positions that are substantially commission-based and thus do not guarantee that participants will be paid minimum wage in accordance with federal and state standards;
- In positions involved in gaming and gambling that include direct participation in wagering and/or betting;
- In positions in chemical pest control, warehousing, catalogue/online order distribution centers;
- In positions with travelling fairs or itinerant concessionaires;
- In positions for which there is another specific J category (e.g., camp counselor, intern, trainee); or
- After November 1, 2012, in positions in the North American Industry Classification System's (NAICS) Goods-Producing Industries occupational categories industry sectors 11, 21, 23, 31-33 numbers (set forth at [http://www.bls.gov/iag/tgs/iag\\_index\\_naics.htm](http://www.bls.gov/iag/tgs/iag_index_naics.htm)).

### I agree and understand that my company:

- Has a seasonal or temporary need for additional workers for this period of time;
- Has not had any layoffs in the past 120 days or currently have workers on strike;
- Provides opportunities for regular communication and interaction with U.S. citizens and allow participants to experience U.S. culture;
- Will not be placing students on overnight shifts, or in positions that differ from the position listed on the students' DS-2019 forms unless confirmed with AAG;
- Will help ensure all students check in to SEVIS within 10 days after arrival and notify AAG if there are any changes to their job or address;
- Will embrace the cultural exchange spirit of the program and offer opportunities for exchange with U.S. citizens to all participants and will send monthly details of activities to AAG;
- Provide jobs that require only minimal training;
- Not displace domestic U.S. workers.
- Will not encourage any visa status change from their participants.

Also we understand that the purpose and intent of all J-1 programs is for participants to return to their home country at the conclusion of their program and share their experiences, increased knowledge of American business practices and enhanced skills. We will not promote, support or pursue a change of status to another visa type for participants while on the J-1 program and will remind all participants of their obligation to return home following the end of their program.

**When are participants available?** Summer Work Travel participants are allowed to participate in the program during their official university holiday for no more than four months. We try to match your needs with the dates that the participants can come, but it is best to be a little flexible and offer a range of dates for best recruiting results. Intern participants are allowed to participate in the program if they are recent graduates or young professionals up to 12 months; and Trainees up to 18 months.

**Enrollment:** Alliance Abroad Group will use its best efforts to enroll the number and type of participants for the time period you indicated in your signed position offer. Alliance Abroad Group will utilize time-tested recruiting methods for this process. However, both parties acknowledge that hiring employees is an imperfect science, and due to the nature of this program, Alliance Abroad Group can make no guarantees, express or implied, that Alliance Abroad Group will be able to fill your positions with participants, or that Alliance Abroad Group will be able to recruit participants for the dates you requested. This also applies to host companies who are to receive re-routed participants.

**Housing & Transportation:** Housing is very important to the success of the program. Participants need to be housed safely and legally (according to occupancy rules and good sense) in affordable housing. AAG considers the availability of suitable, affordable housing (e.g., that meet local codes and ordinances) and reliable, affordable, and convenient transportation to and from work when making job placements. If you are able to provide housing, your position will be more attractive to most participants. If Host Companies provide housing and/or transportation to and



from work, offers letters must include details of all such arrangements, including the cost to participants; whether such arrangements deduct such costs from participants' wages; and the market value of housing and/or transportation in accordance with the Fair Labor Standards Act if they are considered part of the compensation packages. If not, Alliance Abroad Group will work with you to find good housing leads that the participants can secure on their own, preferably prior to arrival. Housing options can include motels, furnished apartments, hostels and shared houses. Housing needs to be located either close to the property (walking or biking distance), on a public transportation route, or else the participants must have some way to get to and from the site of activity easily, safely and affordably.

**Insurance:** All participants have basic medical coverage during their program. Detailed information can be found at: <http://participants.allianceabroad.com/insurance.html>

**Support during the Program:** Alliance Abroad Group will provide support for you and the participant before, during, and after the program. We have a 24/7 hour emergency line

**Arrival Process and Checking in (SEVIS):** You should receive advance notice of your participants' arrival from Alliance Abroad Group; however, sometimes participants do arrive unexpectedly. When the participant arrives, he or she is required to register their whereabouts with the Dept. of Homeland Security through the SEVIS (Student & Exchange Visitor Information System) via the Alliance Abroad Group website within the first 10 days of arrival. Please check with your participants to be sure that they have done this. Failure to comply will hold up the Social Security card process and may even result in termination of their visa. Students must confirm their home address. If housing is on-site please ensure room number is included.

**Obligations of Host Companies:** As a Host Company, the U.S. Department of State regulations require that you provide:

- AAG with the business owners'/managers' names, telephone numbers, email addresses, street addresses, and professional activities;
- AAG with Verification of your Federal Employer Identification Number, also known as a Federal Tax ID and copy of your current business license;
- Either proof of a valid Worker's Compensation Policy for each state in which your participants will be, or proof of a state exemption from requirement of such coverage;
- Full disclosure of housing and transportation costs with the current market value if providing housing;
- The number of total job/training placements available;
- Participants with at least the number of hours of paid employment per week as identified in this Company Application;
- You pay participants the higher of the applicable state (if any) or Federal minimum wage/stipend;
- You pay those participants eligible for overtime in accordance with applicable state or federal law;
- Notification to AAG when :
  - participants arrive at the site of activity to begin their programs,
  - when there are any changes or deviations in the position placements during the participants' programs
  - when participants are not meeting the requirements of their position placements,
  - When participants leave their position ahead of their planned departure.
- You submit midpoint and final evaluations conducted with Intern(s)/Trainee(s) to AAG for Intern/Trainee programs from 6 to 18 months, and final evaluations conducted with Intern(s)/Trainee(s) to AAG for Intern/Trainee programs up to 6 months;
- Training plans with a minimum of 3 phases for 12 month programs.
- Communication to AAG immediately in the event of an emergency involving the participants or any situation that impacts the welfare of participants.

**In support of the primary purpose of the J-1 visa Exchange Visitor programs:** the U.S. Department of State requires that participants engage in cultural exchange activities during the course their program. As a participating Host Company on these programs, we ask you to support this objective by providing opportunities that involve your participants in local activities or special events promoting cultural exchange. Examples of which include, but are not limited to:

- Community events (parades, festivals, etc), picnics pot lucks, sporting events (attending or participating in), pizza parties, camping trips, holiday celebrations highlighting holidays from the visiting culture or US culture, participant presentations about their home country and culture.

A brief summary of cultural activities that were offered to your participants is required monthly. We will be contacting you each month to collect summaries to include in our annual reports to the U.S. Department of State. AAG is happy to assist you with ideas and we appreciate your support of these important program initiatives.

**Social Security:** When participants arrive at the site of activity, they will mostly likely not yet have their Social Security cards. We hope that you can assist them in getting to the nearest Social Security Office to apply right away. As long as the participants' program has begun (please ask to see their DS 2019 form) and they have applied for a Social Security card, it is legal for participants to begin training/working and to be paid. For more information, please see the Social Security Administration's website: <http://www.ssa.gov/employer/hiring.htm>.

**Payroll and Taxes:** All participants in the J-1 Program are exempt from Social Security taxes (FICA) and Medicare taxes. They must pay federal, state and local taxes (as appropriate).

**Cancellation/Amendment Fee:** I understand that AAG and its overseas partners spend of time and money in securing these positions and placing participants in my positions. AAG is always ready to amend orders to reflect changing circumstances, and we certainly will not penalize companies which commit early and then need to adjust closer to the actual start date. However, I agree that if I need to cancel or amend my order less than 30 days prior to the start date, I will pay a \$100 fee per participant. This will help in covering fees associated with changing participant flights. Exceptions for being penalized include weather related occurrences, force majeure (unforeseen events beyond your control), or if a company cancels a position that has not been filled yet. This fee does not apply to self arranged placements. I agree that if I need to cancel or amend my jobs/training placements once J-1 visa participants have arrived in the USA, I will be responsible for any transportation costs associated with the transfer of participant(s) to their new placement/host company, and/or return transfer to their departure city. AAG will work with you on the best transportation options.

**Host Company Declaration:** With the submission of this application, I acknowledge that I understand and agree with the purpose and regulations of this program. I understand that Alliance Abroad Group will do its best to place participants with my company according to our business needs but that it cannot guarantee the exact number of participants who will finally be placed (due to recruitment, visa denials, etc.). In the situation of an AAG Flip Intern/Trainee program, if Host Company is offering the second placement, host company then agrees to paying intern/trainees' reasonable transportation expense from first program placement location to second program placement site. I agree to all of the Terms and Conditions listed here, and specifically to all of the Obligations of Host Companies listed above. I understand that if I do not comply with these obligations, AAG will reroute the participants to a new Host Company. I agree to indemnify and hold AAG harmless from any and all damages that may result to AAG or the participants from not abiding by these Terms and Conditions. **I understand that the request(s) for international participants that I am submitting through this application will be renewed automatically unless written notification of cancellation is sent to AAG, excluding Self-Arranged applications. I understand that the terms and conditions above only expire upon submitted changes from AAG. I understand that, by providing my signature below, I give Alliance Abroad Group the authority to reproduce my signature electronically on Alliance Abroad Group training/job offer form(s).** I understand that my signature will not be used for any other documentation.

**Host Company Name:** \_\_\_\_\_

**Host Company Representative:** \_\_\_\_\_

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

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