

# Work Travel Host Company Agreement



This agreement ("Agreement") is made between International Training & Exchange Inc., dba, Intrax Work Travel, a California for-profit corporation, located at 600 California Street, 10th Floor, San Francisco, CA 94108, and the Host Company specified below:

Host Company \_\_\_\_\_ Date \_\_\_\_\_

Employer ID Number (EIN) \_\_\_\_\_

Street Address \_\_\_\_\_  
street city state postal code

The purpose of this Agreement is to establish the respective rights and obligations of the specified parties regarding the recruitment and job placement of J1 international exchange visitors ("Participants") sponsored by Intrax. Except as otherwise provided herein, the Agreement shall commence on the date it is signed by both parties, and continue in effect for one year. Either party may terminate this Agreement at any time. A minimum written notice of (30) days is required.

Intrax, as a U.S. State Department-designated sponsor, abides by all State Department regulations outlined in 22 CFR Part 62 and is the legal sponsor of each Participant during the program. As outlined by the rules governing the ("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. [§62.32 Summer work travel, (b) Purpose]"

**PLEASE NOTE:** A representative of Intrax will contact the Host Company by phone at the place of business provided in this form to verify the job offer and information in this agreement. Intrax can only allow employment at a company if contact with the Host Company is made by phone seasonally and information is verified.

## Host Company

1. Has read, and understood, and will comply with the federal regulations outlined in 22 CFR Part 62 and available at <http://j1visa.state.gov/sponsors/current/regulations-compliance/> and understands that the points below are only highlights of the regulations at 22 CFR Part 62.
2. Will observe the goals, objectives, and sponsor guidelines of the J-1 Summer Work Travel Program.
3. Confirms that Participant 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) or of a temporary nature (when an employer'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 employers' needs, not the nature of the duties that is controlling).
4. Confirms that documentation is available to support the seasonal nature of the business and that it will be provided to Intrax, as required.
5. **Agrees to provide at least one Cultural activity for the J-1 Participants and provide Intrax with a list of attendees, date and brief description of Cultural activity within two weeks of the event.**
6. The person signing this document is authorized to extend an offer of employment to Participants on behalf of the Host Company.
7. Confirms that the Host Company has not been recently sanctioned by the U.S. Department of Labor's Occupational Safety and Health Administration or Wage and Hour Division, as visible at <http://ogesdw.dol.gov/>.
8. Confirms that all Participants will have opportunities to work alongside U.S. citizens and interact regularly with U.S. citizens to experience U.S. culture during the workday portion of their Summer Work Travel Program.
9. Agrees to notify Intrax promptly when Participants arrive at the work sites to begin their programs; when there are any changes or deviations in the job placements during the Participants' programs; when Participants are not meeting the requirements of their job placements; when Participants leave their positions ahead of their planned departures; when any emergency involves a Participant; or when a Participant's welfare is impacted in any way.
10. Agrees to make good faith efforts to provide Participants the number of hours of paid employment per week as identified on their job offers and as agreed to when Intrax vetted the jobs.
11. Agrees to pay eligible Participants for overtime worked in accordance with applicable local, State or Federal law;
12. Agrees that, in those instances when the Host Company provides housing or transportation, the Host Company agrees to provide suitable and acceptable accommodations and/or reliable, affordable, and convenient transportation.

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13. Agrees to not employ Participants in any of the following jobs or roles:
  - In positions that could bring notoriety or disrepute to the Exchange Visitor Program;
  - 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;
  - 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 includes 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
  - 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/)).
  - In positions that require licensing.
14. The fact that the Host Company is not a staffing agency, recruitment agency, employment agency, or a home-based business.
15. The Host Company will not schedule any Participant for hours falling predominantly between the hours of 10pm and 6am.
16. Understands that Intrax may at any time remove sponsorship from any Participant in the event of non-compliance with the program regulations.
17. Understands that employment is limited to the dates listed on the DS-2019 form and may not exceed a maximum of four months.
18. Agrees to pay Participant in accordance with minimum wage standards and not less than what is customary for U.S. residents holding the same job.
19. Understands that Participants on a J-1 visa are considered non-resident aliens who are not subject to Social Security (FICA), Medicare, or Federal Unemployment (FUTA) withholding taxes (IRS Employer Tax Guide and Publication 515).
20. Agrees to disclose all standard state and federal paycheck deductions and to obtain advanced permission from the Participant for additional payroll deductions or changes to deductions.
21. Understands that the Participant is not an employee, agent or independent contractor of Intrax, and Intrax does not exercise dominion or control over actions of the Participants. Intrax is not responsible for any act or omission the part of the Participant. The Host Company also agrees that any decision regarding a Participant's program status will be made at the sole discretion of Intrax, which does make a good faith effort to take into account all parties' perspectives while ultimately being governed by the State Department's regulations on the program and keeping as paramount the health, safety, and welfare of Participants.
22. Understands that Intrax does not guarantee visa approval, arrival date, or departure date of the Participant.
23. Agrees to indemnify and hold Intrax harmless against any claims, liability, damages, or costs incurred by reason of any act, error or omission of the employer or its agents.
24. Agrees to not displace U.S. workers.
25. Agrees not to hire J-1 Participants if they have experienced layoffs in the past 120 days or have worked on lockout or strike.
26. Agrees to provide proof of workers' compensation insurance and business license as needed to demonstrate continued ability to host J-1 Participants. No Participant can receive visa support documents (DS-2019) until proof of workers' compensation insurance (i.e., policy's cover page and/or deck sheet) and business license are provided to Intrax.

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# Work Travel Host Company Agreement



Do you have multiple locations?  Yes  No (If yes, please fill out the attached addendum)

## Season(s), Year of Employment and Projected Number of Intrax-Sponsored J-1 Employees:

		Projected Number of Intrax-Sponsored J1 Employees		
Season	Year	Premium	Independent	Total
Winter <input type="checkbox"/>	_____	_____	_____	_____
Spring <input type="checkbox"/>	_____	_____	_____	_____
Summer <input type="checkbox"/>	_____	_____	_____	_____

## Host Company:

Name \_\_\_\_\_ Signature \_\_\_\_\_ Date: \_\_\_\_\_

Title \_\_\_\_\_

## Intrax Work Travel:

Name \_\_\_\_\_ Signature \_\_\_\_\_ Date: \_\_\_\_\_

Title \_\_\_\_\_

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# Work Travel Host Company - Site of Activity List



*(Please complete if you have multiple sites of activity)*

Host Company Name \_\_\_\_\_ Date \_\_\_\_\_

## Site of Activity Addresses

**Address 1** \_\_\_\_\_  
street \_\_\_\_\_ city \_\_\_\_\_ state \_\_\_\_\_ postal code \_\_\_\_\_

**Address 2** \_\_\_\_\_  
street \_\_\_\_\_ city \_\_\_\_\_ state \_\_\_\_\_ postal code \_\_\_\_\_

**Address 3** \_\_\_\_\_  
street \_\_\_\_\_ city \_\_\_\_\_ state \_\_\_\_\_ postal code \_\_\_\_\_

**Address 4** \_\_\_\_\_  
street \_\_\_\_\_ city \_\_\_\_\_ state \_\_\_\_\_ postal code \_\_\_\_\_

**Address 5** \_\_\_\_\_  
street \_\_\_\_\_ city \_\_\_\_\_ state \_\_\_\_\_ postal code \_\_\_\_\_

**Address 6** \_\_\_\_\_  
street \_\_\_\_\_ city \_\_\_\_\_ state \_\_\_\_\_ postal code \_\_\_\_\_

**Address 7** \_\_\_\_\_  
street \_\_\_\_\_ city \_\_\_\_\_ state \_\_\_\_\_ postal code \_\_\_\_\_

**Address 8** \_\_\_\_\_  
street \_\_\_\_\_ city \_\_\_\_\_ state \_\_\_\_\_ postal code \_\_\_\_\_

**Address 9** \_\_\_\_\_  
street \_\_\_\_\_ city \_\_\_\_\_ state \_\_\_\_\_ postal code \_\_\_\_\_

**Address 10** \_\_\_\_\_  
street \_\_\_\_\_ city \_\_\_\_\_ state \_\_\_\_\_ postal code \_\_\_\_\_

**Address 11** \_\_\_\_\_  
street \_\_\_\_\_ city \_\_\_\_\_ state \_\_\_\_\_ postal code \_\_\_\_\_

**Address 12** \_\_\_\_\_  
street \_\_\_\_\_ city \_\_\_\_\_ state \_\_\_\_\_ postal code \_\_\_\_\_

**Address 13** \_\_\_\_\_  
street \_\_\_\_\_ city \_\_\_\_\_ state \_\_\_\_\_ postal code \_\_\_\_\_

**Address 14** \_\_\_\_\_  
street \_\_\_\_\_ city \_\_\_\_\_ state \_\_\_\_\_ postal code \_\_\_\_\_

**Address 15** \_\_\_\_\_  
street \_\_\_\_\_ city \_\_\_\_\_ state \_\_\_\_\_ postal code \_\_\_\_\_

**Address 16** \_\_\_\_\_  
street \_\_\_\_\_ city \_\_\_\_\_ state \_\_\_\_\_ postal code \_\_\_\_\_

**Address 17** \_\_\_\_\_  
street \_\_\_\_\_ city \_\_\_\_\_ state \_\_\_\_\_ postal code \_\_\_\_\_

**Address 18** \_\_\_\_\_  
street \_\_\_\_\_ city \_\_\_\_\_ state \_\_\_\_\_ postal code \_\_\_\_\_

**Address 19** \_\_\_\_\_  
street \_\_\_\_\_ city \_\_\_\_\_ state \_\_\_\_\_ postal code \_\_\_\_\_

**Address 20** \_\_\_\_\_  
street \_\_\_\_\_ city \_\_\_\_\_ state \_\_\_\_\_ postal code \_\_\_\_\_

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