



International Culture and Career Exchange

HOST COMPANY INFORMATION

Please complete all fields as required:

1. Host Company Name (include DBAs, if any):	2. Company Address Will the participant be placed here during the Program? Yes/No	(Street, City, State and Zip Code):
3. Website:	4. Do you have other offices/locations? If YES, will the Participant(s) be placed at your other locations?	Yes/No Yes/No
5. Business Activities:	7. If YES, please list all locations where the Participant(s) will be placed during the Program. If more than one location please list them on a separate page	(Street, City, State and Zip Code)
6. Employer ID Number (EIN)	8. Worker's Compensation Insurance Policy Number:	9. Have you hosted any J-1 Program participants <u>in the past?</u>
10. Host Company Primary Contact Person:	Full Name: Title/Position: Telephone numbers: Office : Cell phone: Best time to reach: Email address:	11. Are you CURRENTLY hosting any J-1 Program participants? 12. Are you expecting to receive any J-1 Program Participants from other program sponsors in the near future?
13. Have you had any massive layoffs in the preceding 6 months?	14. Will Participant(s) be able to interact with American co-workers, guests, customers, vendors, etc. on a regular basis at work?	Yes/No If yes, how many? On what program? (Summer Work Travel, Internship, Training, etc.) Yes/No If Yes, how many? For what season (spring, summer, winter)?
15. Have any of your employees been on strike or lockout in the preceding 6 months?	16. Will there be constant on-site supervision of Participants throughout the Program?	

HOST COMPANY AGREEMENT

This agreement (“**Agreement**”) is made between International Culture and Career Exchange, Inc. (hereafter “**ICCE**”), located at 3540 Wilshire Blvd. Suite 800 Los Angeles, CA 90010 and the company entered into *section 1* above in this Agreement (referred to in this Agreement as “**Host Organization**”), located at the address entered into *section 2*.

The purpose of this Agreement is to establish the respective rights and obligations of the parties regarding the hosting of ICCE Program Participants with Host Company in a Summer Work Travel Program (also referred to as the “**Program**”). This Agreement becomes effective on the date it is signed



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and is valid for 1 year beyond that date. ICCE is a U.S. Department of State designated sponsor of the Exchange Visitor Program under program number P-4-13779, and is the legal sponsor of participants during the Program.

TERMS AND CONDITIONS

By signing this agreement the Host Company agrees that it:

1. Understands that the Summer Work Travel Program is an **Exchange Visitor Program** focused on **Cultural Exchange** of the **U.S. Department of State**. Therefore the Host Company agrees that it will abide by the Code of Federal regulations governing the Exchange Visitor Program (22 CFR Part 62).
2. Will observe all applicable local, state and federal labor laws in respect to the employment of a Participant.
3. Will provide the Participant with **a minimum of 32 hours of work each week** and will provide **compensation and benefits that 1) meet minimum wage requirements and 2) are commensurate with those offered to their American counterparts**
4. Should offer positions to SWT participants that allow for routine interaction with Americans.
5. Acknowledges that the maximum duration for a Summer Work Travel Program is 4 months and that the **Participant cannot legally work before his/her program start date and/or beyond his/her Program end date stated on the DS-2019 form** issued to each Participant by ICCE.
6. Understands that the Participant must be engaged in cultural exchange during his/her program and **it is the Host Company's responsibility to ensure and facilitate such cultural exchange on- and off-site.**
7. Acknowledges that it is strictly prohibited to offer the Participant any of the following jobs:
 - a. In sales positions that require participants to purchase inventory that they must sell in order to support themselves;
 - b. In domestic help positions in private homes (e.g., child care, elder care, gardener, chauffeur);
 - c. As pedicab or rolling chair drivers or operators;
 - d. As operators or drivers of vehicles or vessels for which drivers' licenses are required regardless of whether they carry passengers or not;
 - e. In positions related to clinical care that involves patient contact;
 - f. In any position in the adult entertainment industry (including, but not limited to jobs with escort services, adult book/video stores, and strip clubs);
 - g. In positions requiring any shift where hours will fall predominantly between 10:00 p.m. and 6:00 a.m.;
 - h. In positions declared hazardous to youth by the Secretary of Labor at Subpart E of 29 CFR part 570;
 - i. 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);
 - j. 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;
 - k. In positions involved in gaming and gambling that include direct participation in wagering and/or betting;
 - l. In positions in chemical pest control, warehousing, catalogue/online order distribution centers;
 - m. In positions with travelling fairs or itinerant concessionaires;
 - n. In positions for which there is another specific J category (e.g., camp counselor, intern, trainee); or



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- o. In positions that could bring notoriety or disrepute to the Exchange Visitor Program;
 - p. In companies that have experienced layoffs in the past 120 days;
 - q. In companies that have workers on lockout or on strike.
 - r. 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):
 - i. Natural Resources and Mining
 - 1. Agriculture, Forestry, Fishing and Hunting (NAICS 11)
 - 2. Mining, Quarrying, and Oil and Gas Extraction (NAICS 21)
 - ii. Construction (NAICS 23)
 - iii. Manufacturing (NAICS 31-33)
- If you require any further clarification on the above please contact ICCE's representative

- 8. Possesses sufficient resources, plant, equipment, and supervisors available to provide the specified Program.
- 9. Will inform ICCE within three (3) business days if a Participant leaves the Host Company for any reason.
- 10. Will submit periodic SWT Program Evaluations, required by the U.S. Department of State, pertaining to each participant it hosts conducted by ICCE.
- 11. Understands and accepts that ICCE, as a designated sponsor organization has the right to withdraw sponsorship for any Participant whose Host Company does not comply with Exchange Visitor Program regulations (22 CFR Part 62). Host Company further understands and accepts that in the process of fulfilling its responsibilities as a program sponsor, ICCE may dismiss a Participant from the Program, thereby requiring the Participant to leave the country. In addition ICCE, at its discretion, may refuse to process additional applications for placement in the SWT Program with the Host Company.
- 12. Understands and accepts that ICCE is not responsible for any civil or criminal liability incurred by a Participant or for defending against such claims.
- 13. Will provide continuous onsite supervision, monitoring and support to Participants throughout the entire duration of the Program.
- 14. Will contact ICCE in a timely fashion should any problems arise throughout the Program

Severability: If any provision of this Agreement or the application thereof is held to be invalid, illegal or unenforceable for any reason, such provision or application shall not impair the other provisions or applications of the Agreement which can be given effect without the invalid, illegal or unenforceable provision or application. To this end, the provisions of this Agreement are declared to be severable and shall be construed and enforced accordingly.

No Waiver of Breach: No waiver of any breach of any term of this Agreement shall be construed to be, or shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the waiving party.

Governing Law: This Agreement shall be governed by and construed under the laws of the State of California, USA, without regard to principles of conflict of law.



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Complete Agreement: Both parties acknowledge that this document contains the complete Agreement between them, that neither party has relied on any representations not contained herein, and that any additions or deletions must be made in writing and signed by both parties.

Termination: This agreement may be terminated by either party provided that 30 days notice is provided to the other party in writing, or it may be terminated immediately for cause.

I hereby certify that I am authorized by my company to extend job offers to international students and to sign this Agreement on my company's behalf. All the information embodied in this document pertaining to the company I represent is true and correct.

I certify that I have read and agree to the Terms and Conditions of this Agreement and I understand the duties and responsibilities my company agrees to carry out while hosting participants of the J-1 Summer Work Travel Program.

Host Company Representative (First and Last Name - please print)

Signature of Host Company Representative

Date