

WORK & TRAVEL USA

Employment Offer and Agreement

	THE COMPE	ETED BY BUSINESS OWN	EN ON AUTHORIZED REF			
Position Offered To :	FIRST NAME	MIDDLE NAME	FAMILY NAME	from	STUDENT'S COUNTRY	
Legal Business Name:						
Doing Business As:						
Employment Location:						
	STREET				Т	
	CITY			STATE	ZIP	
Address of Student:						
	ADDRESS WHERE STUDE	ENT WILL WORK, IF DIFFERENT FRO	DM ABOVE			
	CITY			STATE	ZIP	
Type of Business:			Website:			
Federal Tax ID#:			State of Business Re	egistration:		
Worker's Comp Policy:						
	POLICY NUMBER (IF REG	QUIRED BY STATE LAW)	CARRIER		LOCATION	
Business Owner:	NAME		TITLE			
	PHONE		EMAIL 			
	MOBILE		SKYPE			
Employment Contact:	NAME		TITLE			
	HALL					
	PHONE		EMAIL 			
	MOBILE		SKYPE			
Student Position:	JOB TITLE		WAGE PER HOUR	START DATE (MM/DD/YYYY)	END DATE (MAX 4 MONTHS)	
Average number of we	rk hours par wook		ls overtime availabl	e?		
Average number of work hours per week:			is overtime available	Is overtime available?		
Total # of international	# of international students hired at this location: Total # of All Employees:					
Total # of international	students from Inter	Exchange:	Total # hired from o	ther sources:		
Which other sponsor co	ompanies are you us	ing to provide seasonal he	lp?			
What level of English is	required for this po	sition? Beginner	Conversational	ent		
Please describe job du	ties:					
Please describe any de	ductions from stude	nt navcheck:				
ricase describe any de	addiono nom stado	nt payoncon.				
Is housing provided?	□Yes □No	Deposit Amount:		Cost: \$	Per	
					(DURATION)	
Approximate # of Stud	ents per Room:					
Is transporation availab	Ne2 TVos TNo	Distance from job I	ocation:			
is transporation availar	DIE: LIES LINO	Distance from Job I	ocation.			
Are meals provided du	ring shift? ☐Yes ☐N	lo Is there a cost to st	udents for meals? Yes [□No		
		·		t read and sign Page Two		
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IMPORTANT: An InterExchange representative will contact the employer at the place of business to verify employment offer and the information on this agreement.

Without confirmation of this offer and agreement, InterExchange will be unable to provide sponsorship to the prospective employee.

InterExchange, Inc is a designated J-1 Visa sponsor for the US Department of State regulated Summer Work Travel Program (22C.F.R. Part 62). Participant sponsorship is not granted until this Employment Offer and Agreement has been received, reviewed and approved by an authorized InterExchange representative. Continued sponsorship is contingent upon the successful execution of and adherence to this agreement between the employer and named international exchange student. Please be advised that as per U.S. State Department regulations, a representative of the J-1 Visa program may also contact employers regarding this job offer.

▶ EMPLOYER SECTION: (CONTINUED. TO BE COMPLETED BY EMPLOYER)

The undersigned Employer agrees to the following terms and conditions:

I agree to adhere to the goals, objectives, government regulations and sponsor guidelines of the J-1 Summer Work Travel Exchange Visitor Program (22C.F.R. Part 62).

By completing and signing this agreement I affirm that the student named above has been offered temporary employment with the business named herein and that terms stated in this Offer and Agreement are true to the best of my knowledge.

I certify and attest that I am authorized to extend this employment offer to the student on behalf of the company stated herein.

I affirm that my company is none of the following: a staffing or employment agency, home-based business, adult entertainment, pedicab, rolling chair or door-to-door sales enterprise; and further, agree that the position does not engage the student in childcare, health/clinical care or domestic services of any kind, positions requiring investment of funds for inventory or that are substantially commission-based, require commercial drivers licenses, or any position that could bring notoriety or disrepute to the US Department of State Exchange Visitor Program.

I understand that InterExchange is the U.S. Department of State designated sponsor of the Summer Work Travel J-1 Visa program and the sponsor may at any time withdraw sponsorship from any participant in the event of non-compliance with the program regulations.

I attest that the relationship between the employer and student will comply with all Federal, State and Local laws regarding employment and occupational health and safety.

I attest that the position is available for the student for the entire employment period stated herein although conditions of employment may change due to unavoidable circumstances beyond my control. I further agree to notify InterExchange immediately if any of the terms of this offer change, if the student leaves or is terminated from the position or suffers any medical, psychological or criminal adverse effect.

I understand that the maximum duration for employment is 4 months as pertains to the dates stated on the student's DS-2019 form.

I understand that all students participating on the US government regulated Summer Work Travel program are made aware of Federal Minimum Wage laws.

I hereby agree to pay international students in accordance with minimum wage standards but not less than what is customary for US residents holding the same job.

Per IRS Employer Tax Guide and Publication 515, I understand that students 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. I agree to consult a tax professional regarding state unemployment tax exemptions within my state.

I understand that the student will apply for and obtain a Social Security number that may not be available at start of employment. The DS-2019 form and I-94 card together will provide proof of authorization to work.

I agree to obtain advance permission from the student for any payroll deductions or changes to deductions.

I certify that the employer maintains and extends Worker's Compensation coverage to employees if mandated by state law at student's work site.

If I agree to provide or assist in securing housing for the student I agree to provide housing that is safe, appropriate and compliant with all housing codes at reasonable cost and terms. Further I understand that InterExchange is not responsible for paying housing deposits or costs.

I understand and agree that InterExchange cannot be held liable for the performance of the participant, nor for any civil or criminal liability incurred by the participant (including defense costs). Further, I understand that InterExchange cannot guarantee continuous employment coverage in the event student leaves position or is terminated.

I will indemnify and hold InterExchange harmless against any claims, liability, damages or costs incurred by reason of any act, error or omission of the employer or its agents.

I agree 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 nonperformance, or any breach thereof shall be determined solely in arbitration conducted in New York, NY in accordance with the then existing rules of the American Arbitration Association.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

Upon completion please return this form and any accompanying paperwork to the student. InterExchange must receive the completed Agreement from the student as part of their sponsorship application.

NAME OF EMPLOYER (PRINT)	TITLE	SIGNATURE	DATE (MM/DD/YYYY)

▶ EMPLOYEE SECTION: (TO BE COMPLETED BY STUDENT SEEKING J-1 VISA SPONSORSHIP

STUDENT Terms

I hereby acknowledge that I have reviewed, understand and agree to all the terms of this job offer.

I understand that InterExchange may find this job offer unacceptable and I will not be allowed to pursue employment with this company.

I agree to work four months or less in total, and until the last date stated above.

I understand that neither my employer nor InterExchange can guarantee the terms of this offer and that my duties and responsibilities are subject to change according to the needs of the employer or other unforeseen circumstances.

I agree to hold my employer and InterExchange harmless for any financial loss sustained by me as a result of the change in terms of this employment offer.

I understand that either I or my employer may terminate the employment relationship at any time with or without prior notice according to applicable employment laws.

I agree to notify InterExchange immediately if I am terminated from this position. I further understand that failure to notify InterExchange of any change of

employment or housing within one week may result in automatic termination from the program.

I understand that I must inform InterExchange of my intention to leave this employer and will not begin work at a new job prior to verification and consent by InterExchange.

I understand that I am responsible for securing housing on my own before or upon arrival if it has not been included in this offer.

I have read, understand and agree to the paycheck deductions and further understand they may be subject to change. Further I understand that a separate agreement may be required for housing and transportation if provided by the employer.

I understand that it may take up to two weeks to receive my first paycheck and have adequate funds to support myself during this time.

In addition, by signing below, I am acknowledging that I have found this job through my own means and have not purchased this job offer from a third party.

SIGNATURE OF EMPLOYEE/STUDENT

SIGNATIONE OF ELLIPEOPELY STOREM		
NAME OF EMPLOYEE (PRINT)	SIGNATURE	DATE (MM/DD/YYYY)
NAME OF LOCAL AGENT	NAME OF UNIVERSITY	

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