

## WORK & TRAVEL USA

# Employment Offer and Agreement

▶ **EMPLOYER SECTION:** (TO BE COMPLETED BY BUSINESS OWNER OR AUTHORIZED REPRESENTATIVE)

Position Offered To : \_\_\_\_\_ from \_\_\_\_\_  
FIRST NAME MIDDLE NAME FAMILY NAME STUDENT'S COUNTRY

Legal Business Name: \_\_\_\_\_

Doing Business As: \_\_\_\_\_

Corporate/Main Address: \_\_\_\_\_

STREET

CITY

STATE

ZIP

Employment Location: \_\_\_\_\_

ADDRESS WHERE STUDENT WILL WORK, IF DIFFERENT FROM ABOVE

CITY

STATE

ZIP

Type of Business: \_\_\_\_\_

Website: \_\_\_\_\_

Federal Tax ID#: \_\_\_\_\_

Worker's Comp Policy: \_\_\_\_\_

POLICY NUMBER (IF REQUIRED BY STATE LAW)

CARRIER

Employment Contact: \_\_\_\_\_

Business Owner: \_\_\_\_\_

NAME

NAME

TITLE

TITLE

PHONE

PHONE

MOBILE

MOBILE

EMAIL

EMAIL

Student Position: \_\_\_\_\_

JOB TITLE

WAGE PER HOUR

Yes  No

TIPPED POSITION?

START DATE (MMDDYY)

END DATE (MMDDYY)

Average number of work hours per week: \_\_\_\_\_

Are overtime hours available? \_\_\_\_\_

Yes  No  Maybe

Total # of international students hired at this location: \_\_\_\_\_

Total # of All Employees: \_\_\_\_\_

Total # of international students from InterExchange: \_\_\_\_\_

Total # hired from other sources: \_\_\_\_\_

Which other sponsor companies are you using to provide seasonal help? \_\_\_\_\_

What level of English is required for this position?  Beginner  Conversational  Fluent

Please describe job duties: \_\_\_\_\_

Please describe any deductions from student paycheck: \_\_\_\_\_

Is housing provided ?  Yes  No

Deposit Amount: \_\_\_\_\_

Cost: \$

Per  Week  Month  
(DURATION)

Approximate # of Students per Room and description of housing: \_\_\_\_\_

Is transportation available?  Yes  No

Distance from job location: \_\_\_\_\_

What opportunities will the participant have to experience American culture while in your employ? \_\_\_\_\_

**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 U.S. 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. Department of State regulations, a representative of the J-1 Visa program may also contact employers regarding this job offer.

▶ **EMPLOYER AND EMPLOYEE SECTION ON NEXT PAGE: Employer and employee must read and sign Page Two**

**▶ 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, adult entertainment, travelling fair, itinerant concessionaire, chemical pest control, a warehouse, a catalogue/online order distribution center, 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, require investment of funds for inventory or that are substantially commission-based, require a driver's licenses, require work hours that fall predominantly between 10:00 pm and 6:00 am, is not declared hazardous to youth by the Secretary of Labor at Subpart E of 29 CFR part 570, 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), is not involved in gaming and gambling that include direct participation in wagering and/or betting, is not 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)), does not fall within another specific J category (e.g., camp counselor, intern, trainee), or any position that could bring notoriety or disrepute to the U.S. Department of State Exchange Visitor Program.

I affirm that this position is seasonal or temporary in nature, that my company has not experienced layoffs in the past 120 days, does not currently have workers on lockout or on strike and will not displace U.S. workers at the worksite listed on this form and that this position will provide opportunities for regular communication and interaction with U.S. citizens and allow participants to experience U.S. culture.

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 (12 months for Australian and New Zealand students) as pertains to the dates stated on the student's DS-2019 form.

I understand that all students participating on the U.S. 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 U.S. 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 in writing 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.

The U.S. Department of State Summer Work Travel regulations can be found by visiting the following website: [j1visa.state.gov/wp-content/uploads/2012/05/2012-swt-ifr.pdf](http://j1visa.state.gov/wp-content/uploads/2012/05/2012-swt-ifr.pdf)

**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. InterExchange will contact you to obtain and verify your Federal Tax ID (EIN), a copy of the cover page/deck sheet of your workers' compensation policy and a copy of your business license or proof of current registration with the city or state in which your business is located.

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 4 months or less in total (12 months for Australian and New Zealand students), 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 understand that the average number of hours per week is an estimate and is subject to change according to the needs of the employer.

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 may be 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**

NAME OF EMPLOYEE (PRINT) \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE (MM/DD/YYYY) \_\_\_\_\_

NAME OF LOCAL AGENT \_\_\_\_\_ NAME OF UNIVERSITY \_\_\_\_\_