

# Intern and Training International Cooperator Agreement

Dynamic Global Exchange



We the undersigned, as an International Cooperator of Dynamic Global Exchange, Inc. (hereinafter "DGE") agree to the terms and conditions set forth in this Agreement with DGE. DGE has been designated by the U. S. Department of State to sponsor participants in its Intern/Training program.

It is the desire of DGE to have representation in the country of \_\_\_\_\_.

This contract (hereinafter "Contract") is between DGE and \_\_\_\_\_, (hereinafter "Agent").

This Agreement becomes effective on the date it is signed and is valid for one year.

## A. NATURE OF REPRESENTATION

1. Agent is authorized to represent DGE and is entitled to DGE produced promotional materials in the marketing of DGE sponsored programs. Any misuse of materials will result in termination of Contract.
2. Agent must use its own company name, telephone number, and website in any marketing material and must clearly indicate that the Agent is not a subsidiary of DGE, but an Independent Contractor representative of DGE in the Independent Contractor's country. The Independent Contractor will not use DGE logo or name without express permission of DGE.
3. Agent must provide, at a minimum:
  - a) This document completed and signed
  - b) Proof of Business License/registration which enables it to conduct business in the venues where it operates (including English language translation)
  - c) Disclosure of any previous bankruptcy and of any pending legal actions
  - d) Written references from three current business associates or partner organizations, including one US State Department designated sponsor, other than DGE
  - e) Summary of previous experience conducting J-1 Exchange Visitor Program activities
  - f) Criminal background check reports (including original and English translation) for all owners and officers of the organization
  - g) A copy of the sponsor-approved advertising materials intends to use to market the sponsor's program (including original and English translation)
  - h) Notarized financial statements (in English) from previous calendar year – Balance Sheet and Income Statement
  - i) Annual Fee Report (due with this Agreement – must be resubmitted annually on or before November 1)
4. In accordance with this Contract, all operational information, procedures, manuals, memos, or other correspondence is proprietary information and shall not be disclosed to any other person, agency, or entity. DGE reserves the right to terminate this contract if said operational materials have been shared with any other established or potential exchange programs. All program materials remain the property of DGE and must be returned or destroyed at termination of this contract.
5. Agent agrees that the employers with whom DGE places participants that may be revealed during the fulfillment of this agreement are proprietary and have been obtained by DGE at great cost. Agent agrees not to do business with directly or indirectly (regardless of who initiates contact) with any DGE employers with whom a participant is placed for three (3) years from the date of this agreement. Furthermore, Agent agrees not to disclose DGE employers to any other State Department designated sponsors.
6. DGE will allow Agent to assess fees to each participant properly recruited for the program. These fees and the refund policy of Agent fees (in the event a participant is not able to complete the program), while not directly regulated by DGE, must be reported on or before December 1 of each year to DGE and must, as determined by DGE, remain reasonable. The Agent agrees to honor all cancellation and refund policies for participants, including immediately (within five business days) forwarding DGE refunds to relevant participants.
7. Agent agrees that DGE will not forward DS-2019 form(s) until all fees have been paid in full and received by the DGE's bank.
8. Contract shall remain in effect until notification of either party to terminate the relationship. DGE reserves the right to retain and process any application Agent has submitted.

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9. Agent certifies that it possesses all required licenses, authorizations, and rights to enter into this legal contract to operate as an Agent of DGE.

10. This contract cannot be modified or amended, except in writing. The modified or amended contract must be signed by DGE and by Agent to be in force.

## B. PROGRAM REQUIREMENTS

1. Agent will only recruit applicants who meet all requirements of the Intern/Training program (22CFR62.22): [http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=1bc531bf257789e45b3049bff8b50d64&r=PART&n=22y1.0.1.7.35#se22.1.6\\_2\\_122](http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=1bc531bf257789e45b3049bff8b50d64&r=PART&n=22y1.0.1.7.35#se22.1.6_2_122)

Agent must submit all documents, per the Participant Application for the I/T Program, before the candidate will be considered complete and ready to receive placement proposal(s). Agent will educate all qualified candidates about all relevant topics concerning their program.

2. Agent will not engage in permit the use of, or otherwise cooperate or contract with other third parties (including staffing or employment agencies or subcontractors) for the purpose of recruiting or outsourcing any core programmatic functions covered by the agreement (i.e., screening, selection, and orientation).

3. Agent will not pay or provide incentives to host companies in the U.S. to accept program participants for job placements.

4. Agent must ensure that each approved participant receives ALL required documents as stated in the CFRs and in DGE's pre-arrival orientation packet. Agent is the contact point for pre-arrival candidates and will verify that all questions related to the program are answered promptly, thoroughly, and correctly.

5. An authorized representative of Agent must certify that the participant has met all requirements to be accepted into the I/T program. Agent must assist applicants in scheduling and preparing for the J-1 visa interview.

6. Agent agrees to maintain regular and timely communication with DGE during all phases of the participant's program, beginning with the application process and not ending until the participant has returned to the home country and completed all program requirements. The agent agrees to respond to all e-mail and voice mail messages within one business day. The Agent further agrees to assure the participant's home-country emergency contact information remains current.

7. The agent agrees to be knowledgeable of the U.S. Department of State regulations relating to the program (22 CFR 62) and abide by those regulations, which may be modified from time to time, as well as rules established by DGE in screening and selecting participants, which also may be modified.

8. Agent may only charge participants in DGE programs reasonable fees for Agent services. Agent must disclose in writing the timing and amount of all fees charged to DGE participants.

9. Agent must guarantee that all participants are COVID vaccinated.

## C. DURING PARTICIPANT'S PROGRAM STAY IN THE UNITED STATES

1. DGE may at any time remove participant's visa sponsorship. Reasons may include, but are not limited to, falsifying the application, engaging in unauthorized work, and/or violating federal or state law, DGE rules and/or Department of State Intern program regulations. Such participant will be ineligible for refund of fees.

2. Agent will support DGE decisions with respect to discussions and resolutions of issues with participants, host companies, and/or other third parties. Agent is encouraged to discuss concerns regarding these decisions with the appropriate DGE staff member. If the concern is not resolved, the Agent is encouraged to appeal to the highest levels of management within DGE. However, Agent must realize that DGE and its International Cooperating offices must appear united in all decisions when communicating with its participants, host companies, and other third parties.

## D. TRAVEL CANCELLATION/INTERRUPTION INSURANCE

1. DGE may require participants, for an additional fee, to purchase Travel Cancellation and Travel Interruption Insurance. Trip Cancellation Insurance will reimburse participants for the amount of pre-paid, non-refundable travel expenses that are insured in the policy, should they cancel their program before departure for an unforeseen covered reason. Trip Interruption Insurance is similar to cancellation coverage, but covers the participants are on the program for a list of covered reasons. In case of a covered reason participants are required to return home, Trip Interruption Insurance will

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reimburse them for the lost portion of your trip, as well as any additional expenses for a last-minute flight home. DGE will provide the Travel Cancellation and Travel Interruption Insurance policy information to the international cooperator specified in this agreement and their participants. It is incumbent on the international cooperator to inform participants of this policy coverage as part of the pre-departure education and orientation sessions.

2. At the time of application, participants may have to purchase the Travel Cancellation and Travel Interruption Insurance. The cost of this insurance is **\$100** for the length of the program and will provide insurance coverage that will provide benefits for cancellation of participants program prior to arrival and interruption of participants program during their time in the United State for covered reasons. This fee is not part of the program fee and is charged in addition to all other fees. Agent will be charged for this Travel Cancellation and Travel Interruption Insurance at the time of application.

3. Participants that purchase the Travel Cancellation and Travel Interruption Insurance will receive their refund benefits from the insurance company and not from DGE. Participants that do NOT purchase the Travel Cancellation and Travel Interruption Insurance will NOT receive a refund of lost fees due to Travel Cancellation or Travel Interruption.

### **E. TERMINATION**

Either party may terminate this agreement provided 30 days notice is provided to the other party in writing, or it may be terminated immediately for cause. Cause may include, but is not limited to:

1. Failure to follow statutory regulations of the exchange program
2. Failure to keep DGE informed of problem situations
3. Failure to provide required paperwork in a timely fashion
4. Misrepresentation, dishonesty, theft, or poor business practices

### **F. GOVERNING LAW**

This Agreement shall be governed by and construed under the laws of the State of Michigan, U.S.A., without regard to principles of conflict of law.

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**Upon review of this Contract, the parties agree each to be bound by the terms and conditions as indicated by the signatures below.**

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International Cooperator Agency Name: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date Signed (MM/DD/YYYY): \_\_\_\_\_

**Contact Information:**

Skype Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

Telephone Number (country/city code): \_\_\_\_\_ Secondary Phone Number: \_\_\_\_\_

Website Address/URL: \_\_\_\_\_

**Complete Office Address**

Address Line 1: \_\_\_\_\_

Address Line 2: \_\_\_\_\_

City: \_\_\_\_\_

State/Province: \_\_\_\_\_

Country: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Dynamic Global Exchange Officer: \_\_\_\_\_

Dynamic Global Exchange Officer Title: \_\_\_\_\_

Signature of DGE Officer: \_\_\_\_\_

Date Signed (MM/DD/YYYY): \_\_\_\_\_

IMPORTANT: This agreement is not in effect until you have submitted all documents listed within the agreement (section A, part 3). Any false or misleading may result in termination of the International Cooperator's participation in the program. Please note: Documents will not be accepted if submitted in more than one email. Please hold the documents until they all have been collected and submit in a single email. We appreciate your cooperation.

**Please scan and email these documents in ONE email to [marisa@dynamicglobalexchange.com](mailto:marisa@dynamicglobalexchange.com).**

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## INTERNATIONAL COOPERATOR ANNUAL FEE REPORT

The U.S. Department of State requires DGE to collect information regarding both the amount of International Cooperator fees added to the DGE fees and the refund policy. Every fee/cost paid by Program Participants must be disclosed on this form and returned to DGE. Failure to completely and accurately complete and update this form will result in DGE immediately terminating its contract with Partner.

**Do not include DGE fees when filling out this form.**

Authorized Representative Completing Form: \_\_\_\_\_

Signature of Representative: \_\_\_\_\_

Date Completed (MM/DD/YYYY): \_\_\_\_\_

Total Program Fees (Not including DGE fee)	\$ USD Currency
Pre-Placement Option (by Sponsor)	

What is included in Program Fee?	Yes, No, or N/A	If "NO", list fee \$ USD Currency
Administrative Costs		
Interview/Screening Fee		
English Eligibility Test		
Translation of School Documents		
Health Insurance		
Flight Costs		
Expedited Forms/Documentation		
Expedited Application Review		
SEVIS Fee		
Visa Application Fee		
Additional Fees (please list)		

Non-Refundable Fees (Amount <i>not</i> returned to the participant)	\$ USD Currency
Cancellation before placement is confirmed/before job offer is signed	
Cancellation after placement is confirmed/after job offer is signed	
Employer or DGE rejects candidate	
Visa Denial	

Please Note: The International Cooperator is legally obligated to return 100% of DGE fees directly to the candidates.