

## Host Company Agreement: Summer Work Travel

Sponsor Information:

Dynamic Global Exchange



This agreement is made between Dynamic Global Exchange, Inc. (hereinafter known as "DGE") located at 30725 River Crossing, Bingham Farms, MI, 48025 USA and \_\_\_\_\_ (hereinafter known as "Host Company"). The purpose of this agreement is to establish the respective rights and obligations of the parties regarding the matching and participation of DGE sponsored Work and Travel Program exchange visitors ("Participants") with Host Company. This Agreement becomes effective on the date it is signed and is valid for one year. DGE is a U.S. Department of State designated sponsor of the Summer Work Travel program and the legal sponsor of each participant during the program.

### Host Company agrees that it:

- Is bound by the Code of Federal regulations governing the Exchange Visitor Program (22 CFR Part62). [http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title22/22cfr62\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title22/22cfr62_main_02.tpl)
- Will observe all applicable local, state and federal laws in respect to the administration of the program.
- Recognizes that the Program must coincide with Dept. of State mandated dates and, if the student has not graduated, must allow for the student to be present the first day of the following semester (not to exceed 4 months).
- Attests that participant job(s) are based on seasonal customer demand or a seasonal increase in business output.
- Attests participant job(s) are not displacing domestic U.S. workers.
- Attests its business has not experienced layoffs in the past 120 days nor does it have workers on lock-out or strike and will immediately notify DGE if any of these events occur in the future.
- must pay, at a minimum, wages commiserate with those paid to American workers doing the same/ similar work, meeting either Federal or State Minimum Wage requirements (whichever is higher), including 1.5 times hourly pay for overtime (> 40 hours per work week) in accordance with applicable state and federal laws.
- Will provide each contracted participant the number of hours of paid employment per week and, at minimum, the hourly wage as identified on the job offer as stated on the participant's Job Offer.
- Will allow DGE to make on-site visits of Host Company's facilities to review implementation of the Program.
- Will notify DGE within five days when participant(s) arrive at the work site to begin the program(s); when there are any changes in the job placement(s); when participant(s) are not meeting the requirements of the job; when participant(s) leave the job before agreed end date; or in the event of a situation impacting the welfare of participant.
- understands that the participant(s) may not be employed in private homes, in positions that require the participant to invest his/her own monies to provide themselves with inventory for the purpose of door to door sales, in child/elder care, in any position requiring medical/clinical work, in the field of aviation, or any position which could bring the Dept. of State into notoriety.
- Understands the Program is not designed to recruit and train aliens for employment in the U.S.A.
- Will not, nor will any person acting on behalf of the Company, facilitate a change of visa status for any participant.
- Will not accept incentives to participate in the program and will not provide payment to any agent for finding participants.
- Understands DGE has the right to withdraw sponsorship from any Participant who does not comply with DGE or Department of State requirements.
- Understands DGE may dismiss Participants from the Program, thereby requiring the Participant to leave the country, and that DGE, at its discretion, may refuse to process additional applications for placement with Host Company.
- Understands DGE cannot guarantee visa approval.
- understands, per IRS Employer Tax Guide and Publication 515, 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 and agrees to consult a tax professional regarding state unemployment tax exemptions within the relevant state.
- Will assist Participants in an effort to ensure their safety in the event of a natural or man-made disaster; assistance must include transport to and shelter in a safe location as agreed upon by DGE, Host Company, and all relevant authorities
- Recognizes and accepts DGE is not responsible for civil/criminal liability incurred by a Participant or for defending against such claims.
- Will inform DGE within 24 hours if a Participant leaves his/her training position for any reason, suffers any medical, psychological, or criminal incident, or in the event of an emergency involving participant.
- Will indemnify and hold the sponsor harmless against any claims, liability, damages or costs incurred by reason of any act, error or omission of the Host Company or its agents.
- Agrees to respond to all DGE initiated communication requests within 1 business day.
- DGE will, from time to time, conduct site visits to Host Organizations to conduct regulatory training with managers and supervisors of the program and to meet with exchange visitors to discuss their overall program satisfaction. Should it be determined that the Host Organization is not fulfilling their obligations of the program and a site visit is required to review the program, Host Organization agrees to cover all expenses related to such site visit including lodging and meals for up to two DGE representatives. Reasons for a mandatory site visit include but are not limited to: complaints from participants, host organization is not submitting required evaluations; host organization is not following training plan or any cause for DGE to believe that the general health, safety or welfare of the participant is in jeopardy.
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### Acceptable Placements

All SWT placements are subject to DGE approval. Jobs not listed herein may still be found inappropriate for the SWT program. DGE reserves the right to disallow any placement.

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In addition to jobs prohibited by the Department of State, DGE prohibits participants from working:

- In positions in kiosks
- In positions with moving companies
- With third-party organizations. The participant must be hired, paid, and directly supervised by the same company
- With lifeguard companies
- In positions that involve door-to-door or traveling sales
- In positions where manual labor is the primary focus
- In positions with tent companies

### The Department of State prohibits participants from working:

- \*\*In positions with employers that fill non-seasonal or non-temporary job openings with participants with staggered vacation schedules;
- 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 any shift where hours will 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 include 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
- 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](http://www.bls.gov/iag/tgs/iag_index_naics.htm))

\*\*The Department of State provides these definitions:

**Seasonal:** Employment is of a seasonal nature when the required service is tied to a certain time of year by an event or pattern and requires labor levels above and beyond existing worker levels.

**Temporary:** Employment is 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.

**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 or Breach:** No waiver or 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 Michigan, U.S.A., without regard to principles of conflict of law.

**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:** Either party may terminate this agreement provided that 30 days notice is provided to the other party in writing, or it may be terminated immediately for cause.

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I attest that I am authorized to sign on behalf of Host Company certifying that the above statements have been read, understood, and that the Host Company will abide by these statements. My signature confirms I, an authorized agent of the Host Company, have read, understood, and agree to all the terms and conditions with my own free will.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

Mobile Number: \_\_\_\_\_

Skype Name\*: \_\_\_\_\_

\* Interviews with candidates are most effective when using a video-conferencing site (Skype.com). This is a free download and calls between computers are free. We strongly suggest you set up a Skype account.\*

To complete your partnership with DGE, we must receive:

- This agreement completed and signed
- Copy of the current declaration page of your workmen's compensation policy
- Copy of your current business license
- W-9
- Completed host company information sheet and participant information sheet
- Photos of housing including bedrooms, bathrooms, kitchen (if applicable), and exterior of building

Please scan and email these document in ONE email to [marisa@dynamicglobalexchange.com](mailto:marisa@dynamicglobalexchange.com). Any false or misleading information may result in termination of the host company's participation in the program.

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## Host Company Information:

Host Company Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

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

Mailing Address:

Street Address (if different than mailing address):

Employer Identification Number: \_\_\_\_\_

Payroll Company: \_\_\_\_\_

Payroll Company Phone Number: \_\_\_\_\_

Total Number of Employees: \_\_\_\_\_

Annual Revenue: \_\_\_\_\_

How many years has the company brought J-1s: \_\_\_\_\_

Names of any J-1 sponsors you have worked with in the past five (5) years: \_\_\_\_\_

Do you use J-1 Interns/Trainees? Yes  No

Number of J1s currently on site (Interns/Trainee/SWT): \_\_\_\_\_

## General Participant Information:

Payment Schedule: Weekly  Bi-Weekly  Monthly  Bi-Monthly

Meals? Yes  No  If Yes, Please describe: \_\_\_\_\_

Completion Bonus? Yes  No  If Yes, Please describe: \_\_\_\_\_

Is Uniform Provided? Yes  No  Cost of Uniform: \_\_\_\_\_ What is Included: \_\_\_\_\_

Uniform Requirements NOT provided by Host Company: \_\_\_\_\_

Will participants be required to take a drug test? Yes  No

Is Transportation to Social Security Office Provided? Yes  No

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Are Participants Required to Show Proof of Applying for Social Security Card Prior to Starting Work? Yes  No

Are Participants Required to Show Proof of Applying for Social Security Card Prior to being Paid? Yes  No

Please list three cultural events planned for participants:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

## Housing Information:

Type of Housing: House  Hostel  Motel  Dormitory  Other \_\_\_\_\_

Name of Housing: \_\_\_\_\_

Address of Participant Housing (if known): \_\_\_\_\_

Housing Landlord/Owner: \_\_\_\_\_ Relationship (if any) of Housing Landlord/Owner to Host Company: \_\_\_\_\_

Amenities: Kitchen  Bedding  Towels  TV/Cable  Internet  Phone  Utilities

Kitchen: Full  Limited  None  Describe Limited Kitchen Facilities: \_\_\_\_\_

Number of Bedrooms: \_\_\_\_\_ Number of Participants per Bedroom: \_\_\_\_\_ Number of Bathrooms at Housing Location: \_\_\_\_\_

Housing Co-Ed? Yes  No

Rent per Week: \_\_\_\_\_ Rent Due: Weekly  Bi-Weekly  Monthly

Rent Deducted from Salary? Yes | No  
Housing Deposit? Yes | No | Deposit Refundable? Yes | No | Housing Deposit Amount: \_\_\_\_\_

Transportation Provided to Work Site? Yes  No

