

## Host Company Agreement: Intern and Training

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 Intern and Training programs 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 Intern and Training programs 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 Part 62). [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)
- Attests participant placement(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.
- Will observe all applicable occupational health/safety, state, and federal laws in its program administration, including wage laws. If a paid placement, Host Company will provide a wage commiserate with wage paid to a U.S. worker doing similar placement and will abide by state overtime laws requiring ALL hours over 40 in a work week to be paid at 1.5 times the hourly wage.
- Recognizes that DGE is authorized to sponsor Intern and Training program participants for a maximum duration of 12 months. In addition, the Host Company agrees that Hospitality and Tourism training programs of six months or longer must contain at least 3 departmental or functional rotations.
- Agrees that not more than 20% of participant work assignments may be clerical.
- Agrees to provide participant a minimum of 32 hours each and every week.
- Is able to maintain sufficient resources, plant, equipment, and trained personnel to provide the specified Training Plan and to provide continuous monitoring of the participant.
- Will allow a Site visit (if required) to review implementation of the Program (based on Department of State criteria: Annual Revenue, number of employees, and/or DGE discretion). Cost to Host Company is \$250.
- Will sign a completed DS-7002 (Training/Internship Placement Plan) to verify the placement is appropriate and consistent and tailored to the skills and experience of each individual participant.
- 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.
- Understands the program is not intended to be a substitute for ordinary work purposes and attests that the position offered exists solely to achieve the tailored and specific objectives outlined in the Internship and Training Placement Plan through structured and guided activities.
- understands, per IRS Employer Tax Guide and Publication 515, 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. Host Company agrees to consult a tax professional regarding unemployment tax exemptions within its state.
- recognizes and accepts that the Program is not designed to recruit and train aliens for employment in the U.S.A. and will not place Participants:
  - In positions, which displace full-time or part-time United States workers.
  - In positions related to child, patient, or elder care, clinical/medical work, psychological counseling/social work, nursing, dentistry, or veterinary work, speech therapy, childhood education, or aviation.
  - in unskilled occupations as defined in Appendix E of the Exchange Visitor Program Regulations ([http://www.exchanges.state.gov/jexchanges/private/trainee\\_unskilled.html](http://www.exchanges.state.gov/jexchanges/private/trainee_unskilled.html))
- Will not, nor will any person acting on behalf of the Company, facilitate a change of visa status for any participant.
- Accepts that DGE has the right to withdraw sponsorship from any Participant who does not comply with DGE and/or Department of State requirements.
- Accepts that DGE may dismiss Participant 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.
- Accepts that DGE is not responsible for civil/criminal liability incurred by Participant or for defending against such claims.
- 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
- Attests that participant will receive continuous on-site supervision and mentoring by experienced and knowledgeable staff and that the immediate supervisor will submit mandatory placement evaluations in a timely manner (for placements longer than six months both a midpoint and final evaluation).
- agrees to respond to all DGE initiated communication requests within 1 business day and will notify the sponsor immediately if the Training/Intern Placement Plan changes or is not being followed.
- 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 Employer or its agents.

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- 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.

**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.

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 Host Company's participation in the program.

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*Sponsor Information:*

Dynamic Global Exchange



***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: \_\_\_\_\_

Total Number of J-1 Interns and Trainees on Site in Next 12 Months: \_\_\_\_\_

Total Number of H-2B Workers on Site in Next 12 Months: \_\_\_\_\_

Total Number of J-1 Summer Work and Travel Participants: \_\_\_\_\_

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***General Participant Information:***

Payment Schedule:      Weekly                      Bi-Weekly                      Monthly                      Bi-Monthly

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

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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

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:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

## Housing Information:

Is Housing Provided?    Yes            No

If No, Will Temporary Housing be Provided Upon Arrival?    Yes            No            Cost of Temporary Housing: \_\_\_\_\_

**\*If No, You Can Leave the Remainder of the Form Blank. If Yes, Please Complete the Remainder of the Form.\***

Type of Housing:            House            Hostel            Motel            Dormitory            Other

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

Address of Participant Housing (if known):

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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

**Any Additional Amenities, Requirements or Fees? If so, please provide detail.**