

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: _____

Employment Location: _____
STREET

CITY STATE ZIP

Address of Student: _____
ADDRESS WHERE STUDENT WILL WORK, IF DIFFERENT FROM ABOVE

CITY STATE ZIP

Type of Business: _____ **Website:** _____

Federal Tax ID#: _____ **State of Business Registration:** _____

Worker's Comp Policy: _____
POLICY NUMBER (IF REQUIRED BY STATE LAW) CARRIER LOCATION

Business Owner: _____
NAME TITLE

PHONE EMAIL

Manager: _____
NAME TITLE

PHONE EMAIL

Student Position: _____
JOB TITLE WAGE PER HOUR START DATE (MM/DD/YYYY) END DATE (MAX 4 MONTHS)

Average number of work hours per week: _____ **Is overtime available?** Yes No

Total # of International Students Hired at This Location: _____ **Total # of All Employees:** _____

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** _____
(DURATION)

Approximate # of Students per Room: _____

Is transportation available? Yes No **Distance from job location:** _____

Are meals provided during shift? Yes No **Is there a cost to students for meals?** Yes No

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

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.

► **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.

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

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

 NAME OF LOCAL AGENT NAME OF UNIVERSITY