



H-2B VISA USA PROGRAM

EMPLOYEE PROGRAM APPLICATION INSTRUCTIONS

Application Procedures and Program Fee

The process of matching temporary/seasonal employees and employers usually takes 4-5 months from the initial application to your arrival in the United States. The fee is based upon a placement lasting no longer than 10 months, most placements are for 6-8 months.

STEP 1 Complete the program application in full.

- Your application will be photocopied and shared with American employers. It should be neat and complete. Incomplete applications will not be accepted.
- Sign the personal declaration.

STEP 2 Forward your program application to the International Cooperator in your country, so that an interview can be arranged. Program details will be reviewed, and any program questions will be answered at this time. Once accepted to the program, your program fee is due.

STEP 3 Your application and interview report will be e-mailed or faxed to appropriate employers for their review. At the same time, we will begin the Department of Labor certification process on behalf of suitable employers. Job advertisements in U.S. print media will be arranged by InterExchange, to verify that there are no U.S. workers available for the job offered to you.

STEP 4 Once Department of Labor certification is received, a final placement decision is made. An Employment Agreement Form will be sent to you for your signature, describing the details of the job offer. This form is a binding contract between the employer and the employee, based on details of the job described to InterExchange.

STEP 5 When you have signed the Employment Agreement Form, InterExchange will submit the H-2B petition to the U.S. Citizenship and Immigration Services for review. Once a decision has been made on the H-2B petition, InterExchange will receive the I-797 visa approval form and will forward this on to you and your International Cooperator. At this time, you will be able to apply for the H-2B visa at the local U.S. Consulate in your home country.

Program Fee Subsidizes the Following Costs:

- Recruitment, screening and placement of employee.
- Preparing Employment Agreement for employee.
- Processing the Department of Labor certification application and the H-2B visa petition with the USCIS for the I-797 form.
- Providing a Participant Handbook and a USA Guide.
- On-going support for employers and employees.

Program Fee Does Not Include:

- Accident & sickness insurance.
- International airfare, U.S. domestic transportation to the employer, room or board for the duration of the placement.

Refund Policy of InterExchange H-2B Visa Program

- If the employee cancels prior to the H-2B petition being submitted to the U.S. Citizenship and Immigration Services, the employee will receive a full refund, minus a \$150 administrative fee.
- If the employee cancels after the H-2B petition has been submitted to the USCIS, the employee will receive a full refund, minus a \$300 cancellation fee. Any fees paid for insurance arranged through InterExchange will be refunded less a \$50 administrative fee.
- If, after the H-2B petition has been submitted to USCIS, the employee's visa is denied at the U.S. consulate overseas, the employee will receive a full refund, including a refund of any fees paid for insurance arranged through InterExchange, minus a \$150 administrative fee.
- If the employee cancels after the H-2B visa has been approved, there will be no refund of the program fee. Any fees paid for insurance arranged through InterExchange will be refunded less a \$50 administrative fee.
- In the case of a Labor Certification denial by the DOL, USCIS petition denial, or if the annual H-2B visa cap limit is reached, the employee will receive a full refund including any fees paid for insurance arranged through InterExchange, minus a \$50 Administrative Fee.

U.S. Citizenship and Immigration Services Requirements

- An H-2B visa is for an alien coming to the U.S. temporarily to engage in non-agricultural employment which is seasonal, intermittent, to meet a peak load need or for a one-time occurrence.
- The petition must be filed with a temporary labor certification from the Department of Labor, indicating that qualified U.S. workers are not available and that employment of the alien will not adversely affect the wages and working conditions of similarly employed U.S. workers.
- The Immigration and Nationality Act makes an employer liable for the reasonable cost of return transportation for an H-2B alien who is dismissed before the end of the authorized employment.

InterExchange H-2B Visa USA Agreement

Please read the following carefully and be sure you understand all the points. This is a legal and binding agreement that shall constitute part of your agreement with InterExchange.

- I agree that I will perform my duties to the best of my ability and indemnify, without limitation, InterExchange, its directors, officers, employees, agents, and organizations affiliated with it, against any loss or damage suffered by any of them, or any claims made against any of them as a result of any breach or negligence by me during my participation in the program.
- I will carry out the duties and responsibilities of the position of which InterExchange has arranged for me. I acknowledge that InterExchange is primarily a cultural exchange organization rather than an employment agency and only facilitates the arrangements between my employer and me and that any employment relationship is solely between my employer and me. This employment is temporary and runs for the duration stated on my work authorization document, the H-2B visa. I understand that if my work is not satisfactory to my employer, he/she holds the right to fire me. I agree to work the entire period as stated on the Employment Agreement Form. Not working through the period that I have indicated constitutes a violation of my Agreement with my employer. In addition, I understand that I can not work for any other employer, except for the employer which is authorized on my H-2B visa and I-797 Form.
- Should my employment with my employer be terminated by me or my employer, I must notify InterExchange immediately and return to my home country.
- After fulfilling my contract with my employer, I will return to my home country.
- I will cooperate fully with those supervising the program on behalf of and in cooperation with InterExchange, and I agree to abide by any reasonable instructions that they may give me.
- I hereby agree that InterExchange, Inc., its officers, employees, affiliates and agents may, without liability, or expense to themselves, take whatever action they deem appropriate with regard to my health and

safety and may place me in a hospital or health related facility for medical services and treatment or, if no hospital or health related facility is readily available, may place me in the hands of a local medical doctor or health provider for treatment or service.

- I understand that InterExchange, Inc cannot be held responsible for any delays caused by the Department of Labor, the U.S. Citizenship and Immigration Services, or the U.S. consulates overseas, that might affect whether visa issuance is completed before services are required by the employer.
- I understand and agree that InterExchange, Inc and/or it's officers, employees and agents are neither responsible nor liable for any events beyond their control, including without limitation to, acts of God, government restrictions, or government decisions rendered that may interfere with or preclude operation of the H-2B Visa USA program
- I will be covered by health and accident insurance for the length of my stay in the U.S.
- I will obtain a valid passport and comply with all vaccinations and immunization requirements.
- I will complete all visa requirements in accordance with instructions.
- I understand and agree to pay the fees to InterExchange, Inc. set forth in the Program Application Instructions. I further understand and agree to the terms of the refund policy of InterExchange, Inc., as stated in the Program Application Instructions.
- I will obey all US federal, state, and local laws.
- I understand and agree that InterExchange, Inc. cannot be held liable of my performance , nor for any civil or criminal liability incurred by me (including defense costs.)
- I understand and 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 non-performance, or any breach thereof shall be determined solely in arbitration conducted in New York City in accordance with the then existing rules of the American Arbitration Association.

I, the undersigned, an applicant to be a participant in the H-2B Visa USA Program sponsored by InterExchange Inc., agree to the terms and conditions set forth in this application and agreement.

Personal Declaration

I confirm that I have read and understood the program information and agreement and that the information I have provided is true, complete, and accurate.

Applicant's Signature

Date

Parent or Guardian's Signature (if applicant is under the age of 21)

Date

Print Name

Parent or Guardian's Printed Name

Application Checklist

Please make sure you send all of the following items to your InterExchange International Cooperator. An interview cannot be arranged until all the necessary documents are provided.

Completed Application Form

Curriculum Vitae/Resume

One Reference

Copy of Passport

Employment Agreement Form, for Self-Arranged Participants Only

Please remember to sign the application in the Personal Declaration above.

H-2B VISA USA PROGRAM APPLICATION

How did you hear about the InterExchange H-2B work USA Program, and why did you decide to participate?

Please use this space for special requests, or for any additional comments about yourself which would be useful when considering your application and any special placement requests, i.e. with friends, partners, etc. (not all requests can be accommodated).

State of Health and Remarks Include any allergies, special diets, religious obligations or any physical/mental conditions which could affect your participation and placement in a particular area. Please use extra paper if necessary.

Do you smoke? Yes No Occasionally If yes, how much?

Release of Medical Records: In case of medical emergency or hospitalization, I hereby authorize any medical institution or health care professional to release my medical records to an InterExchange Representative to ensure that all necessary measures are taken on my behalf.

Sign and Date

Emergency Contact Address (Must Speak English)

Name of Emergency Contact _____ E-Mail Address _____

Emergency Contact's Mailing Address _____

City _____ Postal Code _____ Country _____

Emergency Contact's Phone Number _____ Emergency Contact Person's Relationship to You _____

Parent Information

Father's Name and Occupation _____ Mother's Name and Occupation _____

Phone Number _____ E-Mail Address _____

City _____ Country _____

H-2B VISA USA PROGRAM APPLICATION

Please Answer the Following Questions in the Space Provided

1. What are your 3 best characteristics?

2. What was the hardest/best job you ever had and why?

3. How would you resolve a conflict with your employer?

4. Do you have any friends or family members in the U.S.?

SELF-ARRANGED PARTICIPANTS ONLY

Employer Name

Contact Person

Telephone Number (Area Code/Phone Number)

Street Address

Email Address

City

State

Zip Code

When did you begin looking for a temporary or seasonal job in the United States?

How did you find your job (internet, friends, previous employment on a J-1 Visa, etc.)?

Have you worked for this employer before?

What will you be doing at your job?

Will any of your friends be working with you?
