

Participant Eligibility Form Training/Internship

Participant Name:

Proof of Student Status- To Be Completed by University or College Representative

If your Educational Institution will not sign this form, they must provide you with an official letter on University or College letterhead providing the same information. Copy of diploma and transcript are acceptable in lieu of university signatures.

By signing below, I certify that this person is/was a student at the named University during the time period indicated. I understand that student status is a requirement of this program and that to qualify she/he have completed at least two (2) full semesters of study. All information is correct and accurate to the best of my knowledge.

Administration Official/Dean Name:

Institution Name:

Degree earned or currently pursued:

Study course or Major:

City:

Student Enrollment Dates: from to

Completed or Graduated program? Yes or No

Currently Enrolled? Yes or No

Signature:

University Stamp or Seal:

English Language Assessment- To be completed by designated interviewer

Name of test taken:

Test Score:

Personal Interview: To be completed by designated interviewer

The applicant above was screened for J-1 Training/Internship eligibility, took the test as indicated, and commands an understanding and speaking ability in English that qualifies for the Intrax Program.

Name of Interviewer:

Interviewer's Title:

Interviewer's Signature:

Date:

Terms and Conditions

Intrax, as a US Department of State designated Exchange Visitor Program, abides by all US Department of State regulations outlined in the Code of Federal Regulations governing the Exchange Visitor program ([22 CFR Part 62](#)) and is the legal sponsor of each Trainee/Intern during their program.

- Intrax is my legal sponsor while I am in the United States. I understand that I am not permitted to leave my Intrax sponsored training/internship program nor may I seek additional training/internship opportunities.** Change of Host Company may be granted by Intrax at Intrax's sole discretion and only with advanced written approval.
- The intent of the J-1 Exchange Visitor Visa Program is to allow me to enhance my skills and improve my business knowledge of American methods that will be useful to me when I return home. I will not seek any changes in visa status during my J-1 visa program sponsored by Intrax. I will leave the United States upon completion of my program.
- I agree to provide Intrax with my arrival date as well as an established US address, phone number, and valid email address within seven (7) days of my arrival. During my stay in the U.S., I will notify Intrax of any changes in my address within seven (7) days of the change. **U.S. Government regulations stipulate that failure to do so will result in the automatic cancellation of my J1 visa.**
- I understand that my SEVIS record will be canceled automatically if I do not check-in or update program dates with Intrax within 30 days of my program start dates. Failure to inform Intrax of arrival or the program dates change may lead to program dismissal for early departure or reinstatement process for additional fee. I understand I will not be able to apply for Social Security Number until my SEVIS record is reactivated.
- I understand that the maximum duration for an internship program is twelve (12) months and for training is eighteen (18) months (excluding Hospitality and Tourism trainings, which are limited to twelve (12) months). I realize that I will have thirty (30) days beyond the date printed on my DS 2019 form to travel and close any outstanding affairs. After the thirty (30) day grace period, I

	will leave the US. I understand that overstaying my visa or violating the terms of my visa can result in notification to the Department of State and the USCIS, federal fines, and disbarment from re-entry to the US for a period of up to ten (10) years.
6.	While in the United States, I must obey all federal, state, and local laws. Failure to do so will result in my immediate dismissal from the Intrax program. Intrax is not responsible for any civil or criminal liability I may incur or for defending me in any way in connection with any legal claims made against me.
7.	If I am dismissed from the Intrax Program for any reason, I will be out of status with my J-1 visa and will no longer have medical insurance if Intrax provided my insurance. Once I am out of status, I must leave the United States within fifteen (15) days or face further penalties. I understand that should I not leave the United States within the required fifteen (15) days this may not only result in dismissal notification to the U.S. Department of State and the USCIS, an early return to my home country at my expense, federal fines, and possible disbarment from re-entry to the United States for a period of up to ten (10) years.
8.	The host company may terminate the training at any time, without prior notification, with or without cause. Intrax is not responsible for and cannot control decisions made by the host company.
9.	I am responsible for bringing enough money to the United States to cover the cost of my food, housing and other personal expenses for at least one month. Intrax suggests a minimum of \$1,000.00 USD due to possible delays with Social Security and distance of travel from airport to employer, advance payment for accommodation needed upon arrival, and other initial investments. Intrax is not responsible for such expenses, or for any period of time during which I am not being paid by the host company.
10.	I am responsible for making my own travel and housing arrangements, and prior to departure from my home country must provide my travel and housing plans to Intrax's local partner in my home country at least two (2) weeks prior to arrival in the United States. Intrax is not responsible for making or assisting in travel or housing arrangements.
11.	I understand that Intrax provides all refunds directly to the invoiced party based on the Refund policy. I agree that I will contact party remitting payment to Intrax if I did not pay Intrax directly.
12.	I have read and agree to all Department of State regulations regarding the Training/Internship programs as outlined in the Code of Federal Regulations governing the Exchange Visitor program (CFR 62 part 22). I understand that if I break any of these regulations at any time, I will be dismissed from the Intrax program.
13.	<u>Arbitration</u> : I understand and agree that any dispute, controversy or claim in any way arising out of, related to, or connected with my participation in the Intrax Program, or these Terms & Conditions shall be decided by neutral, exclusive and binding arbitration in San Francisco, California, USA. The arbitration shall be conducted before an agency or arbitrator agreed upon by Intrax and me or, if none, before an arbitrator selected by the American Arbitration Association. Either Intrax or I may appear telephonically at the arbitration hearing. Any award of the arbitrator may be enforced in any court of competent jurisdiction of the federal or state courts of San Francisco County, California, USA. In any action, including arbitration, brought in connection with my participation in the Intrax Program the prevailing party shall be entitled to recover all reasonable costs and expenses incurred by such party, including attorney's fees. The non-prevailing party shall also be solely responsible for all costs of arbitration. Any dispute as to the reasonableness of such costs and expenses shall be determined by the arbitrator.
14.	<u>Severability</u> : If any provision of these Terms & Conditions or their application is held to be invalid, illegal or unenforceable for any reason, the invalid, illegal or unenforceable provision or application shall not affect or impair the other provisions or applications of the Terms & Conditions 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.
15.	<u>Waiver</u> : No waiver by Intrax of my failure to comply with any of these Terms & Conditions shall be construed to be, or shall be, a waiver of any other failure to comply with such Terms & Conditions. No waiver shall be binding unless in writing and signed by Intrax.
16.	<u>Headings Not Controlling</u> : The headings used in the document setting forth these Terms & Conditions are used only for ease of reference and are not controlling.
17.	<u>Governing Law</u> : These Terms & Conditions shall be governed by and construed under the laws of the State of California, USA, without regard to principles of conflict of laws.

Participant Agreement:

I agree to abide by the Intrax Participant Terms & Conditions as stated in this Participant Agreement. Intrax will withdraw its sponsorship and I must leave the United States immediately if I do not fulfill my obligations and responsibilities as stated above.

Participant Name:	Participant ID Number:
Signature:	Date: