

Participant Information

Name (Last, First, Mi) _____ **Partner Agency** _____
Intrax ID _____ **Telephone Number** _____ **Email Address** _____

Employer Information

Name of Company _____ **Description of Company** _____
Street Address _____ **city** _____ **state** _____ **postal code** _____
EIN _____ **Corporation Website** (if any) _____
Supervisor's Name (Last, First, Mi) _____ **Title** _____
Worker's Compensation Policy Number _____ **Carrier** _____
U.S. Telephone Number (____) _____ **Mobile Phone** (____) _____ **Email Address** _____
Number of international participants hired at this location _____ **Total Number of Employees** _____
Is this position of a seasonal nature? ☐ Yes ☐ No
Please describe the seasonal nature of this position: _____
Which other J-1 sponsor companies are you using to provide seasonal help? _____

Position Information

Job Title _____
Site of Activity (if different from Company address) _____
Position Description _____
What level of English is required for this position? ☐ Beginner ☐ Intermediate ☐ Advanced
Hours of Work per Week (minimum 32 hours) _____ **Overtime Required:** ☐ Yes ☐ No **Overtime Available:** ☐ Yes ☐ No
Wage Starting Hourly Wage _____ Hourly Overtime Wage (if applicable) _____ State Minimum Wage per Hour (if greater than federal) _____
Wage Received: ☐ Weekly ☐ Bi-Weekly ☐ Monthly
Please describe any deductions from student's paycheck _____
Meals Are meals provided during shift? ☐ Yes ☐ No Is there a cost to students for meals? ☐ Yes ☐ No Estimated Cost of Meals: _____
Employment Dates Start Date ____/____/____ mm dd yyyy End Date ____/____/____ mm dd yyyy

Other Job Requirements

Identify any uniforms, safety equipment, or other supplies/requirements exchange visitor must provide or purchase (Include estimated costs) _____
Other Job Conditions/Requirements _____

Employer Housing (if Provided)

Housing Provided: ☐ Yes ☐ No **Cost per Week** _____ **Number of Bedrooms** _____ **Number of Tenants** _____
Distance from Jobsite _____
Transportation provided: ☐ Yes ☐ No **Transportation Details** _____
Specify Utilities, Furnishings, Kitchen Amenities, and Bedding Included _____
Specify Utilities Not Included (Include estimated costs) _____

Other Housing and Transportation

Suggested Alternative Housing _____ **Distance from Jobsite** _____

Recommended Transportation _____

Estimated Cost of Housing _____ **Estimated Cost of Transportation** _____

Contract Agreement

PLEASE NOTE: A representative of Intrax will contact the employer by phone at the place of business provided in this form to verify the employment offer and information in this agreement. Intrax can only allow employment at prospective company if contact with employer is made and information verified. Intrax is a designated J-1 Visa sponsor for the U.S. Department of State regulated Summer Work Travel Program (22C.F.R. Part 62). Continued sponsorship of participant is dependent upon adherence to this agreement between the employer and participant.

Employer:

- Employer agrees to observe 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, employer confirms that the participant named above has been offered seasonal employment with the company named above and that terms stated in this Job Placement Agreement are accurate to the best of their knowledge.
- Employer verifies that they are authorized to extend this offer of employment to the participant on behalf of the company stated above.
- Employer agrees to notify Intrax promptly when a participant arrives at the worksite to begin the program, when there are any changes or deviations in the job placement, when participant is not meeting the requirements of the placement, when participant leaves the position ahead of the planned departure, or in the event of any emergency involving the participant or any situation that impacts their welfare.
- Employer agrees not to employ participant in any of the following jobs or roles: adult entertainment, agriculture, pedicab, rolling chair, or door-to-door sales enterprise; and further, agrees that the position does not engage the participant 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 driver's licenses, or any job that could bring notoriety or disrepute to the Exchange Visitor Program as well as any other jobs deemed inappropriate by Intrax or the State Department (<http://j1visa.state.gov/sponsors/current/regulations-compliance/>). Employer also confirms that they are not a staffing/employment agency or a home-based business.
- Employer agrees to not schedule participant for hours falling predominantly between the hours of 10pm-6am.
- Employer understands that Intrax is a U.S. Department of State designated sponsor of the Summer Work Travel J-1 Visa program and that Intrax may at any time remove sponsorship from any participant in the event of non-compliance with the program regulations.
- Employer agrees to comply with all Federal, State and Local laws regarding employment and occupational health and safety.
- Employer verifies that the position is available for the participant for the entire employment period stated herein although conditions of employment may change due to unavoidable circumstances beyond their control. Employer agrees to contact Intrax immediately in the event of any change of the terms of this agreement, if the participant leaves or is terminated from the position.
- Employer understands that employment is limited to the dates listed on the participant's DS-2019 form and may not exceed a maximum of 4 months.
- Employer agrees to pay participant in accordance with minimum wage standards and not less than what is customary for US residents holding the same job.
- Employer understands 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 (IRS Employer Tax Guide and Publication 515).
- Employer agrees to disclose all standard state and federal paycheck deductions and to obtain advance permission from the participant for additional payroll deductions or changes to deductions.
- Employer understands that the participant is not an employee, agent or independent contractor of Intrax, and that Intrax does not exercise dominion or control over actions of the participants. Intrax is not responsible for any act or omission on the part of the participant. Employer also agrees that any decision regarding a participant's program status will be made at the sole discretion of Intrax.
- Employer understands that Intrax does not guarantee visa approval, arrival date or departure date of the participant.
- Employer will indemnify and hold Intrax harmless against any claims, liability, damages, or costs incurred by reason of any act, error or omission of the employer or its agents.
- Employer will not displace U.S. workers and hire J-1 participants if they have experienced layoffs in the past 120 days or have workers on lockout or strike.
- Employer agrees to provide proof of worker's compensation insurance and business license along with this agreement.
- Employer affirms that this position is of a seasonal nature and is tied to a certain time of year by an event or pattern and requires labor levels above and beyond existing worker levels. Employer also affirms that the need for the duties to be performed is a one-time occurrence, a peak load need, or an intermittent need.

Employer Signature _____ **Date** ____/____/____
mm dd yyyy

Employer Name (Print) _____

Participant/Employee:

- Participant acknowledges they have reviewed, understood and agreed to all the terms of this job agreement.
- Participant understands that Intrax may reject this job offer and therefore may not be allowed to begin employment with this company.
- Participant understands that neither the employer nor Intrax can guarantee the terms of this agreement and that their duties and responsibilities are subject to change according to the needs of the employer or other unforeseen circumstances.
- Participant agrees to hold the employer and Intrax harmless for any financial loss incurred by participant as a result of a change in terms of this agreement.
- Participant understands that either they or the employer may terminate the employment relationship at any time with or without prior notice according to applicable employment laws.
- Participant agrees to contact Intrax immediately if they are terminated or if they plan to end their employment voluntarily.
- Participant agrees that they will not begin work at a new job until Intrax has approved the job placement and company.
- Participant understands that they are responsible for securing housing on their own if it is not included in this agreement.

Work Travel Participant Signature _____ **Date** ____/____/____
mm dd yyyy

Work Travel Participant Name (Print) _____ **Intrax ID** _____