

# 2023 PROFESSIONAL EXCHANGE PROGRAMS

## Host Terms & Conditions

CIEE offers U.S. organizations and businesses the opportunity to host BridgeUSA exchange visitors for J-1 Internship and Trainee programs. The following section outlines the terms and conditions of the Host Organization's cooperation with CIEE on these programs (the "Program"). **Read the following information carefully, and confirm that you have read, understand, and agree to these terms by providing your signature electronically.**

For the purpose of these Terms and Conditions, the following terms are defined as follows:

*Applicant:* A foreign national who has been screened by the International Representative for program suitability and intends to submit their personal and professional information to CIEE for consideration for acceptance into the Program.

*Participant:* A foreign national exchange visitor who has been accepted by CIEE into the Program.

*International Representative:* Approved entities in the applicant's home country which have formal agreements with CIEE and adequate education on all matters of administration of the Program.

*Host Organization:* A third party in the United States that hosts the participant and offers an internship/trainee placement the Participant according to their DS-7002 T/IPP.

*DS-7002 T/IPP (T/IPP):* Training/Internship Placement Plan is a comprehensive framework for participant training for the duration of their program, which includes training phases, supervisor contact information, wages, and cultural opportunities. This document is required by the U.S. Department of State by the program regulations.

### Section I: CIEE Services

#### As a Sponsor, CIEE agrees to:

1. Select and train the international representatives who recruit, screen, interview and prepare Professional Exchange program Participants.
2. Review Participant applications and confirm program eligibility for qualified applicants.
3. Record Participants in the SEVIS system and process DS-2019 forms in a timely manner.
4. Ensure that each Participant receives a valid DS-2019 form, SEVIS fee payment receipt and confirmation of insurance before their entry into the U.S.
5. Assist in scheduling an interview at the U.S. Embassy/Consulate in the Participant's home/resident country to obtain a J-1 visa.
6. Provide a pre-departure orientation for every Participant in their home/resident country to prepare them for successful program experience.

7. Provide CIEE Insurance for each Participant that exceeds U.S. Department of State requirements for the duration of their program, including the 30-day grace period.
8. Provide ongoing customer service and 24-hour emergency assistance for each Participant in accordance with U.S. Department of State requirements and CIEE's program regulations.

## **Section II. Host Organization Obligations**

### **As an Exchange Visitor Host Organization, Host Organization agrees to:**

#### **Regulatory and Notification Requirements:**

9. Understand the aims and objectives of the CIEE Professional Intern/Trainee program as a U.S. State Department authorized Exchange Visitor Program, with the purpose of providing cultural exchange opportunities to qualified foreign nationals with significant experience in their occupational field and advancing the public diplomacy goals of the United States.
10. Actively support the Sponsor by adhering to all applicable regulatory provisions that govern this program (see 22 CFR Part 62);
11. Confirm that the Exchange Visitors placed at my organizations will not displace full-or part-time, seasonal or permanent American workers, or serve to fill a labor need;
12. Certify that all Internship USA/Career Training USA placements at my organization meet all the requirements of the Fair Labor Standards Act, as amended (29 U.S.C. 201 et seq. (if applicable) Certify that training or internships in the field of agriculture meet all requirements of the Migrant and Seasonal Worker Protection Act, as amended (29 U.S.C. 1801 et seq.).
13. Understand that the U.S. State Department requires CIEE to vet all potential Host Organizations according to the regulations of the J-1 Professional Intern/Trainee Program and agree to cooperate with CIEE in this process.
14. Understand that extending a placement offer to an Applicant represents my agreement to accept this Applicant as an intern/trainee at my company. I will make a good faith effort to provide suitable training to any such Participant and to follow the outlined T/IPP. Participants will be interns/trainees at-will, and the relationship may be terminated at any time by either party, subject to CIEE Professional Exchange Programs Terms and Conditions.
15. Understand that once a T/IPP is signed by both the Participant and Host Organization, then CIEE will consider the Placement to be final. Should the terms of a T/IPP change after it has been signed by the Participant and Host Organization, I agree to inform CIEE of the changes as soon as possible and follow the process to confirm the new training plan details to CIEE in order to re-issue the new T/IPP.
16. Contact CIEE at the earliest possible opportunity if I believe that the Exchange Visitors placed at my organization are not receiving the type of training delineated on their T/IPP(s);
17. Conduct the required periodic evaluations of the Exchange Visitors placed at my host organization;
18. Notify CIEE at the earliest available opportunity regarding any concerns about, changes in, or deviations from the T/IPP that has been confirmed and signed by participants.
19. Notify CIEE in the event of an emergency involving Exchange Visitors placed at my organization, as well as any information that I receive about the Exchange Visitors that might have an effect on their health, safety, or welfare;
20. Notify CIEE if I receive information regarding a serious problem or controversy involving the Exchange Visitors Placed at my organization that could be expected to bring the Department of

State, the Exchange Visitor Program, or the Sponsor's exchange visitor program into notoriety or disrepute;

**Program and Training-Related Acknowledgements: As an authorized representative of the Host Organization, I certify and agree to the following terms and conditions:**

21. I agree to provide accurate information in the Host Profile and T/IPP and that it is a true reflection of the offer(s) I will provide to CIEE participants.
22. I certify that I have not placed copyrighted material on my Host Profile. I acknowledge and understand that, in the event such material is copyrighted, I, not CIEE, may be liable for copyright infringement. I agree to indemnify CIEE for any claims that may arise out of content posted on my Host Profile.
23. Host Organization agrees to treat J-1 Participant as an "employee" for purpose of certain insurance coverage, including Worker's Compensation, General Liability coverage, and any other industry specific liability coverage that applies to similarly employed U.S. workers at the Host Organization. As part of the vetting and approval process, Host Organization agrees to provide current proof of such coverage to CIEE. This clause does not obligate Host Organization to provide J-1 Participant with health insurance or other optional benefits.
24. I understand that if there are any changes to my Host Profile or T/IPP at any point, it is my responsibility to inform CIEE.
25. If I do not meet the terms listed in my Host Profile or T/IPP, I understand that CIEE may release hired Participants from their agreement.
26. I agree that the Host Organization will adhere to all applicable regulatory, state, and federal laws that govern the Program, and all applicable CIEE policies.
27. I agree that the Host Organization will not offer any training phases that are inclusive of positions that are prohibited by CIEE or the United States Department of State (U.S. State Department).
28. I understand that CIEE is not responsible for the issuance of visas, and that CIEE does not guarantee that all Participants will receive visas.
29. I agree that the relationship between the Host Organization and the Participant will comply with all Federal, State and Local laws regarding employment and occupational health and safety.
30. I understand that the federal statutes such as Title VII of the Civil Rights Act of 1984, the Immigration Reform Act of 1986 and the Immigration and Nationality Act, as well as many state statutes prohibit discrimination in the hiring of foreign nationals. I further understand that in virtually all cases, it is against the law for a Host Organization, and a sponsor such as CIEE, to engage in discrimination based on a protected class, including, but not limited to, national origin, gender, race, sexual orientation, disability, or religion.
31. I agree that if the Participant will receive compensation (stipend, wages, benefits, etc.) these terms will be comparable to that of similarly employed U.S. workers in the Host Organization. Any wages offered will meet or exceed all federal, state, and local minimum wage and overtime requirements.
32. I agree that any wage deductions will be in accordance with the Fair Labor Standards Act and applicable state law. The Host Organization further agrees to provide advance notification in writing to the Participant for any payroll deductions, including host-provided housing or uniforms or changes in deductions.

33. I agree that the Participant will be covered by Workers' Compensation insurance, unless the Host Organization is exempt by state law from this requirement.
34. I agree and understand that the Participant will be an intern/trainee not an independent contractor, of the Host Organization.
35. I agree and understand the Host Organization is offering a professional internship or trainee experience and that the participant will not displace full-or part-time, seasonal or permanent American workers or serve to fill a labor need.
36. I agree and confirm that, if the placement offer includes housing, the housing provided by the Host Organization will meet all applicable local laws, codes, ordinances, and regulations, including those with respect to ventilation, utilities, and occupancy rates. I agree and understand that CIEE reserves the right to vet housing to be provided to Participants, or to relocate Participants without delay due to unsafe, unsuitable, or unsatisfactory living conditions.
37. I agree and understand that if CIEE deems, in its sole discretion, or if it is advised by the U.S. State Department that a Participant's housing and/or internship or trainee placement is unsafe or unsuitable, CIEE may relocate the Participant to new housing and/or a new internship or trainee placement without delay.
38. I agree and understand that the Participant will apply for and obtain a Social Security number once the J-1 visa has been issued, but that they may not receive the SSN by the start date of the Program. If work begins prior to SSN issuance, Host Organization agrees to accept the DS-2019 Form, DS-7002 and I-94 card together temporarily as the Participant's proof of authorization to work.
39. I agree and understand that CIEE will maintain contact with Participants throughout the Program.
40. I understand that I may view all fees charged to CIEE participants by visiting <https://www.ciee.org/partner/employers/host-interns-and-trainees/fee-disclosure>
41. I understand that the J-1 Professional Exchange Visitor Program is intended to provide educational and cultural exchanges and thus agree to provide at least one cultural exchange opportunity to Participants throughout the duration of their Program.
42. I understand and agree to comply with J-1 Exchange Visitor program regulations, which are available through the U.S. Department of State's J-1 website: <https://www.ecfr.gov/current/title-22/chapter-I/subchapter-G/part-62>
43. I agree to notify CIEE of certain events, including, but not limited to, the Participants arrival, failure to arrive as expected, significant changes to the T/IPP, if the Participant leaves before their scheduled end date, any emergency involving the Participant or any situation that impacts the welfare of the Participant.

### **Section III. Additional COVID-19 Measures and Exceptions**

44. Host Organizations must follow current CDC guidelines related to workplace safety and sanitation, as well as all applicable local health and safety requirements.
45. Hosts must have a contingency plan in case of an outbreak in the workplace.
46. I agree to inform Participants of any arrival testing or quarantine requirements prior to arrival.
47. I agree to support Participants in the event of an outbreak, shelter-in-place order, or border restriction preventing a successful return for the Participant.

### **Section IV. Contractual Indemnity/Dispute Resolution**

48. Without limitation, CIEE is not responsible for any injury, loss, or damage, including but not limited to financial loss, property loss, death, delay or inconvenience, whether to the Host Organization, Participant, or any third party in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of God, force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind or the threat thereof, overbooking or downgrading of accommodations, structural or other defective conditions in houses, apartments or other lodging facilities (or in any heating, plumbing, electrical or structural problem therein), mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely, dangers associated with or bites from domestic or wild animals, pests or insects, sanitation problems, food poisoning, disease, actual or perceived epidemics or pandemics or the threat thereof, lack of, access to or quality of medical care, difficulty in evacuation in case of medical or other emergency, or for any other cause beyond the direct control of CIEE.
49. The undersigned Host Organization agrees that any dispute or claim which refers or relates to this contract shall be litigated solely and exclusively in and for courts in Portland, Maine, subject to substantive and procedural Maine law, and for this limited purpose, the parties agree to exclusive venue and personal jurisdiction therein.
50. This Agreement may only be amended by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights arising from this Agreement shall operate or be construed as a waiver thereof.
51. The undersigned Host Organization will indemnify, defend, and hold CIEE harmless against any claims, liability, damages, or costs incurred by reason of any act, error, or omission of the host organization, its agents, independent contractors, or the Participant.

**By electronically signing below, I warrant that I have full authority to commit Host Organization to the terms of this Agreement as an authorized representative of my company and that my signature on this Agreement represents agreement by my company.**

I agree with the above.

Type your name

Enter the date