

### HOST COMPANY AGREEMENT

This agreement ("Agreement") is made between Intrax Career Development ("ICD"), located at 600 California Street 10th Floor, San Francisco, CA 94108 and \_\_\_\_\_ ("Host Company"),

located at \_\_\_\_\_

The purpose of this Agreement is to establish the respective rights and obligations of the parties thereto regarding the matching of ICD Program Interns/Trainees ("Participants") with Host Company in an Internship/Training program ("Program"). This Agreement becomes effective on the date it is signed and is valid for 3 years beyond that date.

ICD is a US Department of State designated sponsor of the Exchange Visitor Program, and is the legal sponsor of each Participant during their program.

**Host Company agrees that it:**

1. Will abide by the Code of Federal regulations governing the Exchange Visitor Program (22 CFR Part 62).
2. Will observe all applicable local, state and federal labor laws in respect to the training of a Participant.
3. Acknowledges that the maximum duration for an Internship program is 12 months.
4. Acknowledges that the maximum duration for a Training program is 18 months, with the exception of Hospitality and Tourism trainings, which are limited to 12 months. In addition, the Host Company agrees that Hospitality and Tourism training/internship programs of six months or longer must contain at least 3 departmental or functional rotations.
5. Understands that all positions must provide a minimum of 32 hours per week and agrees that duties of Participants will not involve more than 20% clerical work.
6. Possesses sufficient resources, plant, equipment and trained personnel available to provide the specified Program.
7. Will permit ICD to make on-site visits of Host Company's facilities to review implementation of the Program.
8. Will inform ICD within three (3) business days if a Participant leaves his or her internship/training opportunity for any reason.
9. Understands and accepts that the Program is not designed to recruit and train aliens for employment in the USA and will not place Participants in:
  - a. Positions which displace full-time or part-time United States workers.
  - b. Unskilled occupations as defined in Appendix E of the Exchange Visitor Program Regulations.  
[http://exchanges.state.gov/education/jexchanges/private/trainee\\_unskilled.htm](http://exchanges.state.gov/education/jexchanges/private/trainee_unskilled.htm)
10. Understands and accepts that ICD has the right to withdraw sponsorship from any Participant whose Host Company does not comply with ICD requirements. Host Company further understands and accepts that ICD may dismiss Participants from the ICD Program, thereby requiring the Participant to leave the country, and that ICD, at its discretion, may refuse to process additional applications for placement with Host Company.
11. Understands and accepts that ICD is not responsible for any civil or criminal liability incurred by a Participant or for defending against such claims.
12. Will participate in the DOS-required, periodic completion of Participant Evaluations.

**Severability:** If any provision of this Agreement or the application thereof is held to be invalid, illegal or unenforceable for any reason, such provision or application shall not impair the other provisions or applications of the Agreement 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.

**No Waiver of Breach:** No waiver of any breach of any term of this Agreement shall be construed to be, or shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the waiving party. Governing Law: This Agreement shall be governed by and construed under the laws of the State of California, USA, without regard to principles of conflict of law.

**Complete Agreement:** Both parties acknowledge that this document contains the complete Agreement between them, that neither party has relied on any representations not contained herein, and that any additions or deletions must be made in writing and signed by both parties.

**Termination:** This agreement may be terminated by either party provided that 30 days notice is provided to the other party in writing, or it may be terminated immediately for cause.

Host Company:		Parent Company (if applicable)	
Website:		Business Activities:	
Employer Identification Number (EIN)		Dun and Bradstreet (D & B ) number:	
Workman's Compensation Insurance Policy Number:		Annual Revenue (Companywide)	
Number of Employees (companywide)			
Name:		Title:	
Signature:		Date:	