



## Intern/Trainee Cultural Exchange Program Host Employer Agreement, Terms and Conditions

This document is designed to orient the host employer, outline the public diplomacy purpose and cultural exchange requirements of the Intern/Trainee Program and regulations. It serves as an agreement (“Agreement”) between The American Hospitality Academy (“AHA”) and Host Employer (“Employer”) detailing the host employer’s terms and conditions.

AHA is a designated Sponsor of the J-1 Intern and Trainee Visa Program, which is administered by the U.S. Department of State’s Bureau of Educational and Cultural Affairs. This important exchange program has been a part of our country since the implementation of the Fulbright-Hays Act of 1961. For more than 50 years, the US Department of State has administered educational and cultural exchange programs as a means of building goodwill toward America throughout the world. First and foremost, this is a **cultural exchange program** that offers work-based learning to enhance the future careers of the Intern/Trainee applicants. Regulations allow a work component to this training program, but it is not considered to be a work program. To view details on host employer requirements and guidelines visit: <https://www.americanhospitalityacademy.com/interns-trainees.php>

The primary objectives of the J-1 Internship and Trainee programs are to enhance the skills and expertise of participant in their academic or occupational fields through participation in structured and guided work-based training and internship programs and to improve participants' knowledge of American techniques, methodologies, and technology. Such training and internship programs are also intended to increase participants' understanding of American culture and society and to enhance Americans' knowledge of foreign cultures and skills through an open interchange of ideas between participants and their American associates. A key goal of the Fulbright-Hays Act, which authorizes these programs, is that participants will return to their home countries and share their experiences with their countrymen.

The Exchange Visitor Program training and internship programs must not be used as substitutes for ordinary employment or work purposes; nor may they be used under any circumstances to displace American workers. The requirements in the J-1 regulation and in this agreement are designed to distinguish between bona fide training and work-based learning, which is permitted, and merely gaining additional work experience, which is not permitted.

### Terms and Conditions of Program

1. Host Employer agrees to comply with all policies of AHA and with the spirit, goals, objectives and Code of Federal regulations governing the Exchange Visitor Program ([22 CFR Part 62](#)) as administered by the U.S. Department of State throughout the duration of the program.
2. Host Employer understands that AHA’s sole function is to Sponsor the Participants’ J-1 Visa, the J-2 Visa of the Dependent(s) (if any) and monitor the Participant(s) and Host Employer for the duration of the Program to ensure the Participants’ and the Participant’s Dependents’ safety and well-being. Host Employer has an affirmative duty to assist AHA with its duty to monitor Participants and shall not act in any manner that interferes with AHA’s responsibilities as a Sponsor. AHA is not the employer, Host Employer agrees that AHA is neither an Employer nor an Employment Agency.
3. Host Employer understand the Intern/Trainee program is a Department of State cultural exchange program and agrees to uphold the purpose of the exchange program by promoting cultural understanding and providing a positive experience for the Intern/Trainee. Host Employer agrees to host or suggest Cultural Exchange Events that will provide the Participant with exposure to the societal, cultural, and historical elements as well as values of the U.S.
4. Host Employer will not accept payment or incentives from sponsors, foreign agents or any individual or Employer in exchange for J-1 placements. Additionally, Host Employer agrees that staffing and employment agencies are not eligible to hire, arrange employment or act as the employer of record for the Participant.
5. Host Employer agrees that the duties of an Intern/Trainee cannot involve more than 20% clerical work and all assignments are not [unskilled or casual labor](#). The purpose of this Program is to perform professional tasks and responsibilities and not [Unskilled, Manual, or Casual Labor](#) as outlined in regulations.
6. The Training/Internship Program must not include child care or elder care duties, or clinical or any other kind of work that involves patient care or patient contact, including any work that would require Trainees or Interns to provide therapy, medication, or other clinical or medical care (e.g., sports or physical therapy, psychological counseling, nursing, dentistry, veterinary medicine, social work, speech therapy, early childhood education).
7. Host Employer agrees to maintain sufficient resources, plant, equipment and trained personnel throughout the duration of the Participant’s Program as required by the Regulations to provide structured and guided work-based experience according to the Participant’s individualized DS-7002 Training/ Internship Placement.

8. Host Employer must complete a Training/ Internship Placement Plan (DS-7002 Form) that is unique to the training goals and qualifications of each Participant. The Host Employer, Intern/Trainee, and AHA must sign the DS-7002 Form to formally execute the document, which will be presented to the embassy/consulate during the Participant's visa interview. Host Employer agrees to follow the training plan, and any changes in the training, including the training phases, must be submitted to AHA within 72 hours for approval and execution of a new DS-7002.
9. Host Employer understands that the Participant must complete the Program at the address provided on the DS-7002 Training/Internship Placement Plan, as this is the address that will be entered in SEVIS as the official site of activity. If Host Employer wishes to transfer Participant to a different location, Host Employer must first request permission from AHA.
10. Host Employer understands that the maximum duration for a hospitality tourism internship/training program is 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
11. Host Employer agrees that each Intern/Trainee placed with Host Employer must receive continuous on-site supervision and mentoring by experienced and knowledgeable staff members or employees of the Host Employer.
12. Host Employer agrees to complete interim evaluation (if Program is six months or longer) and final evaluation (for all Program lengths).
13. Host Employer agrees to notify AHA promptly when Intern/Trainee arrive at the site of activity to begin their programs; when there are any changes or deviations in the training during the program period; when participants are not meeting the requirements of their program; or when participants leave the host site of activity ahead of their planned departures.
14. Host Employer will contact AHA immediately in the event of any emergency involving participants or any situation that impacts their health, safety, or welfare.
15. Host Employer understands that AHA has the right to withdraw sponsorship of an Intern/Trainee for any program violations and that Intern/Trainee will be required to leave the U.S. immediately.
16. Host Employer understands and agrees that AHA cannot guarantee visa approval, arrival date or performance of the Intern/Trainee.
17. In the event the Host Employer must cancel the intern/trainee program at no fault of the participant, Host Employer must provide AHA 10-day advanced notice to ensure the safety and wellbeing of the participant.
18. In case of emergencies (e.g., hurricanes, flooding, earthquakes, fires, terrorist attacks, health), the Host Employer must caution the Participant to follow the guidance of the Host Employer and/or local authorities. Host Employer must make the Participant aware of emergency instructions and/or evacuation procedures issued by government authorities and encourage compliance. Employer shall always respond to AHA's inquiries about the safety of Participants as soon as reasonably possible.
19. Host Employer agrees to provide the company's Employer Identification Number (EIN) used for tax purposes, the company's business license, and the company's Workman's Compensation Insurance Policy and will submit new documentation within 72 hours when there are changes relating to (but not limited to) worker's compensation insurance, EIN, location, stipend amount, or changes to the DS-7002.
20. Host Employer understands that the internship cannot be used as a substitute for ordinary employment (unskilled occupations) or work purposes; nor can the J-1 Intern/Trainee displace full or part time American workers.
21. Host Employer must comply with federal, state, and local laws of the U.S., including, without limitation, income tax filing requirements and laws regarding employment, occupational health and safety.
22. Host Employer agrees that the Participant can only train/ intern between the start and end dates listed on the Participant's DS-2019 Form. The Host Employer further agrees that the Participant cannot work during the thirty (30) days after the Program end date, which is the Participant's 30-Day Travel/Grace Period under the Program.
23. Host Employer understands that all J-1 Intern/Trainee must be provided a minimum of 32 hours of training per week to meet the requirements set by U.S. Department of State Regulations.
24. Host Employer agrees to pay the Participant as similarly employed employees and at least the amount that Host Employer is legally required to pay employees under federal, state, and local minimum wage laws to ensure that the position is suitable as a cultural exchange opportunity for the Participant.
25. Host Employers agree to pay and permit participants to begin their intern/training program during their waiting period of receiving the Social Security numbers as it may take up to 8 weeks to receive a Social Security number. It is legal for the Host Company to assign a "dummy number" and immediately add the participant to payroll as soon as they begin their intern/ training program
26. Host is notified the Participant is considered a non-resident alien who is not subject to Social Security (FICA), Medicare, or federal unemployment (FUTA) withholding taxes. Host Employer also agrees to comply with Federal, State and Local income tax filing requirements.
27. Host Employer understands that J-1 Intern/Trainee are not allowed additional employment. Participant(s) must only Intern/Train in Host Employer's organization at the location indicated in the Training/Internship Placement Plan. Host Employer further understands that the Participant must not work in any additional position (either internal or external to the company), including, without limitation, volunteer or paid employment, or internships, during the Program.

28. Host Employer agrees that the Intern/Trainee Program is not a substitute or bridge program for applicants of H-2B, H-1B or other visas. Host Employer agrees that assisting Intern/Trainee to change their status, extend their programs, or to remain in the U.S. unlawfully is prohibited.
29. If housing and transportation are provided to the Intern/Trainee by the Host Employer, the Host Employer agrees to provide suitable and acceptable accommodations and/or reliable, affordable, and convenient transportation. Host Employer shall not deduct money from the Intern / Trainee's paycheck for housing expenses or transportation without prior written notice. If the Host Employer offers housing to the Participant, the terms and conditions between the Host Employer and the Participant are strictly the responsibilities of the two parties, provided, however, that Host Employer acts to ensure the suitability of the housing and that it shall last for the duration of the Participant's training under the Program. In addition, if the Host Employer offers housing, but the Participant is fired or quits, the Host Employer shall remain responsible for housing until Participant can find suitable replacement housing for the Participant's new position or ends the Program, whichever occurs first. Host Employer shall not benefit financially from arranging or providing housing either through wage reduction or any of other financial arrangement. If Host Employer provides information regarding housing to the Participant, the Host Employer agrees to take reasonable steps to confirm the accuracy of the information.
30. Host Employer is hereby given notice that Accident and Sickness Insurance is arranged for Participants through an authorized vendor. This Insurance coverage is required pursuant to U.S. Department of State Regulations and cannot be waived. The Insurance may contain exclusions and may not cover pre-existing conditions and is not comprehensive. The Host Employer may want to explore discussing and/or possibly providing additional coverage to Participants. Host Employer agrees any decision to discuss and/or provide additional insurance is between the Host Employer and the Participant, and AHA takes no responsibility.
31. Host Employer agrees to extend Worker's Compensation coverage to the Participant. Host Employer agrees that claims for injuries sustained at the site of training activity (whether on the Host Employer's premises or those of a third party) will be processed with Worker's Compensation. The Host Employer agrees that Worker's Compensation will cover the Participant for the duration of the Program.
32. As a condition of participating in the Program, Host Employer must provide full disclosure to the Participant regarding the terms and conditions of employment and must ascertain the accuracy of any information provided to the Participant before the Participant arrives in the U.S. to avoid any circumstances that might give rise to Participant relying on incomplete or inaccurate information. The duty to provide complete and accurate information will continue throughout the duration of the Host Employer's participation in the Program.
33. Host Employer's Training/Internship position is At-Will. Therefore, Host Employer or the Participant may end employment at any time and any decision about employment is between the Intern/Trainee and Host Employer. Host Employer further understands that any employment agreement or other agreement not required by AHA that Host Employer signs with Intern/Trainee is between the Intern/ Trainee and the Host Employer, provided, however, that the terms of the agreement shall not conflict with the terms and conditions of this Agreement, AHA policies, or Regulations of the U.S. Department of State.
34. Program and Extension Fees. If Host Employer is paying Program and/or Extension Fees on behalf of the Participant, the Host Employer agrees to pay in full pursuant to the terms and conditions set forth in the Participant's Agreement. By signing this Agreement, Host Employer certifies that Host Employer read and accepted the terms and conditions of the Participant's Fee and Refund Policy before making the payment. The Fee Schedule in effect at the time when the Participant submits a complete Application or Extension Application shall determine the applicable Fees. Host Employer agrees that AHA cannot be held responsible for any additional costs due to, without limitations, delays in Participant submitting documentation or delays by the U.S. embassy in issuing a visa.
35. Host Employer gives permission to AHA to take, retain, use any written, photographic, or video images (website) for the purpose of promoting host opportunities and activities associated with AHA. Furthermore, Host Employer agrees to permit AHA and/or Department of State representatives to make on-site visits of the company's facilities.

## Liability

36. Host Employer agrees that AHA does not guarantee the satisfaction or suitability of the Program, the Training or Internship position to Host Employer or the cultural exchange experience of working with a Participant.
37. Host Employer agrees that any information (e.g., tax and labor law requirements and emergency information and plans) communicated by AHA is provided "as is" without any warranties or guarantees either expressed or implied that the information is "up to date", correct and/or accurate.
38. If a court, government agency or legal authority finds that AHA has a duty under foreign or U.S. federal, state or local law, Host Employer understand and agrees that AHA's liability (if any) shall be no greater than its role as an educational and cultural exchange sponsor under the U.S. Department of State regulations and the fees that AHA received for its services. Host Employer agrees that nothing herein described in this paragraph or in the Agreement creates a duty or obligation under the law.

39. Host Employer agrees that AHA is not liable for any expenses incurred by the Host Employer or Participant during the Program. Host Employer agrees that Host Employer is responsible to the Participant or other third parties (e.g., attorneys) with whom Host Employer has established a contractual or employment relationship regarding expenses.
40. Host Employer agrees to hold AHA as not liable or responsible for any claims, liability, damages or costs (including attorneys' fees) incurred by reason of any breach, act, error, negligence or omission that arises out of or concerns, without limitation, the following:
  - a. The performance decisions and actions carried out by the Participant during the Program or any civil or criminal liability of the Participant;
  - b. The performance, decisions and actions carried out by the Host Employer during the Program or any civil (e.g., failure to meet OSHA or employment law requirements) or criminal liability of Host Employer.
  - c. Decisions and actions carried out by third parties during the Program or criminal or civil liability of third parties with whom the Host Employer or Participant comes into contact during the Program.
  - d. Contract damages or violations of employment and/or labor laws, torts arising out of or concerning Participant's activities in connection with the Host Employer (whether within the "scope of employment" as defined by law or not) and any liability that Host Employer incurs that arise out of or concerns the employment of the Participant, including, without limitation, any lost, stolen or damaged property and/or any bodily injuries that harms a third party or the Participant;
  - e. Worker's Compensation claims and/or any failure to obtain the right coverage for the Participant under Host Employer's Worker Compensation or other business insurance or a failure to maintain Worker's Compensation or other business insurance.
  - f. Host Employer breaching terms of this Agreement (e.g., failure to follow laws Host Employer is expressly required to follow under the Agreement);
  - g. Host Employer's failure to provide reasonable emergency and safety action plans, follow safety laws or take reasonable precaution;
  - h. Delays in the J-1 Visa Program related to the DS-2019 Form, Participant's failure to meet immigration status requirements (e.g., travel outside of U.S. with expired J-1 Visa) or Host Employer relying upon acceptance of the Host Employer, Participant or Training Plan in the Program; and
  - i. Host Employer's reliance upon guarantees of satisfaction or suitability of the Program for Host Employer's needs.
41. Act of God. Host Employer agrees that AHA and/or its officers, employees, independent contractors and agents are neither responsible nor liable for any events beyond their control, including, without limitation, Government restrictions that may interfere with or preclude operation of the Program; any events directly or indirectly caused by any intentional or negligent acts or omissions by the Participant or those with whom Host Employer comes into contact as a consequence of participating in the Program; the necessity of the Participant returning to the Participant's home country early or ending the Program early due to health reasons, transportation (e.g., air travel); terrorism; wars; and natural disasters.
42. Indemnification. Host Employer agrees to indemnify, without limitation, AHA its officers, employees, agents, independent contractors and organizations affiliated with AHA (collectively "AHA" for the purpose of this clause) against any loss or damage suffered by AHA or any claims made against AHA as a result of any liability described within for which Host Employer is responsible or any breach, act, error, omission or negligence by Host Employer or third parties linked to the Host Employer during the Host Employer's participation in the Program.

## Disputes

43. Complaints Procedure. Host Employer understands that Participant or concerned third parties have the right to contact AHA or the U.S. Department of State regarding any allegation or concern that Participant may have about Host Employer, including allegations arising under the Wilberforce Anti-trafficking requirement as set forth in the [Wilberforce brochure](#) that Host Employer received from AHA. Host Employer also understands that AHA will investigate allegations about the Participant's progress, well-being and suitability in the Program as directed by management or the Bureau of Educational Cultural Affairs. Host Employer understands that AHA will not divulge any information about the Host Employer other than the information required to respond to the request for investigation. If the Participant contacts the Host Employer to engage in a dispute, the Host Employer agrees to contact AHA immediately.
44. In the event that Host Employer wishes to lodge a complaint about any services provided by AHA, its suppliers, agent, representatives, independent contractors, vendors and/or affiliates (e.g., Insurance vendor, International Cooperator, Participants, or anyone in a relationship with AHA), Host Employer must first notify an authorized AHA manager in writing in order to give AHA the chance to rectify the problem.
45. Host Employer understands and agrees that the laws of the state of Florida govern this Agreement. Host Employer agrees to waive any right Host Employer may have to commence or participate in any class action or other form of representative

proceeding against AHA related to any claim and, where applicable, Host Employer also agrees to opt out of any class proceedings against AHA.

- 46. Host Employer agrees 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 nonperformance, or any breach thereof shall be determined solely in arbitration conducted in Florida in accordance with the then existing rules of the American Arbitration Association.
- 47. Cost of Arbitration. In the event of arbitration as described within, Host Employer understands and agrees that the non-prevailing party must reimburse the substantially prevailing party for all reasonable attorneys' fees, expenses incurred in bringing or defending the action and costs resulting or arising out the litigation.
- 48. Cost of Litigation. In the event that a court or legal authority fails to enforce the arbitration clause set forth within, Host Employer understands and agrees that the non-prevailing party shall reimburse the substantially prevailing party for all reasonable attorneys' fees, expenses incurred in bringing or defending the action and costs resulting or arising out the litigation.

### Term and Termination

- 49. This Agreement shall be effective as of the electronic signature and submission (the "Effective Date") and remains effective as long as Participant(s) are active at Host Employer who are sponsored by AHA.
- 50. Either party may terminate this Agreement at any time. Either party may terminate this Agreement immediately in the case of serious breach by a party as solely determined by the party claiming such breach, which has not been remedied within one month after a substantiated, written request has been sent to the breaching party. Upon termination, all Participant(s) visa sponsorship at Host Employer will end, AHA does not transfer visa sponsorship to another visa sponsor
- 51. Pursuant to AHA's right to terminate this Agreement, AHA is a Sponsor designated by the U.S. Department of State of the Internship/Training J-1 Visa Program and AHA may at its sole discretion and at any time withdraw its Sponsorship of one or all of the Participant(s) hosted by the Host Employer for any reason including, without limitation, due to criminal conduct of either the Participant(s) or Host Employer, mental illness of the Participant(s), discovery of fraudulent information (e.g., Applications) submitted by either the Participant(s) or Host Employer, non-compliance with Program Regulations (22 CFR Part 62.22), or AHA's Program rules and policies, unsuitable actions taken by the Host Employer or those with whom Participant(s) come into contact due to their association with the Host Employer or due to any deviation from the Training/Internship Plan (Form DS-7002) that is not in line with Program Regulations and AHA's Program rules and policies. In the event of the Sponsorship ending, this Agreement shall terminate effective upon the date of the Participants' status change within SEVIS.
- 52. Survivorship. Host Employer agrees that the terms and conditions regarding definitions, liability, fees, privacy, releases, intellectual property, Social Media, reputation, confidentiality and expenses/costs shall survive the termination of this Agreement

### Authority

- 53. Either the director of human resources, general manager, owner of the company or party with the authority to sign this Agreement and hire Participant for the Program (i.e., an offer of commitment to host the Participant per the terms of Form DS-7002 in the Intern or Trainee Program) shall sign the Agreement, to include electronic or digital signature to bind the Host Employer to its terms and conditions and to the hiring of the Participant(s) as a Trainee or Intern.

### Signature

Host Employer confirms that it has read, fully understands, accepts and agrees to be bound by all terms and conditions set forth in this Agreement. I verify that I understand electronic, digital signatures are legally binding and have the same meaning as handwritten signatures.

Signature	<input type="text"/>	Date	<input type="text" value="Click here to enter a date."/>
Print Name	<input type="text"/>	Title	<input type="text"/>

Initial \_\_\_\_\_