



EXPERIENCE INTERNATIONAL
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EXCHANGE VISITOR OBLIGATIONS & RESPONSIBILITIES

EXPERIENCE INTERNATIONAL POLICIES

It is expected that all applicants to the Experience International Training & Internship Program read, understand, and agree to the Exchange Visitor Obligations & Responsibilities and Experience International Policies below.

The purpose of this document is to provide a clear understanding of the conditions under which Experience International (EI) will sponsor Exchange Visitors (EVs) to the United States as J-1 Interns and Trainees.

EXPERIENCE INTERNATIONAL WILL:

- 1) Provide accurate program material prior to EV's commitment to program, including terms and conditions of employment activities, information about cultural components, and an itemized list of all fees charged. These may flow through an EI partner organization in the EV's home country.
- 2) Cooperate with and support EV in carrying out the goals of the training or internship program.
- 3) Ensure that EV has the legal documentation required to participate in the Program, including: DS-7002 "Training/ Internship Placement Plan" and DS-2019 "Certificate of Eligibility for J-1 Status" necessary to apply for the J-1 Visa; and personal health and accident insurance coverage as required by the Federal Regulations Governing Exchange Visitor Programs.
- 4) Be available to EV to assist as a facilitator, counselor, and information resource; to assist in the resolution of problems that may arise between EV and Host; and to provide the support necessary for a successful exchange experience.
- 5) Support and coordinate EV's overall program including the initial work prior to arrival, provision of orientation materials, an initial arrival orientation, newsletters, evaluations, and guidance on topics such as visa regulations, social security numbers, taxes, and driver's licenses.
- 6) Provide EV assistance with cultural adaptation and suggest opportunities for cultural enrichment.
- 7) Conduct site visits in accordance with J-1 Federal Regulations to ensure that hosts possess and maintain the ability and resources to provide structured and guided work-based learning experiences. Please note: J-1 Federal Regulations do not require site visits at all placements. EI or a third-party designee will make site visits as appropriate.

EXCHANGE VISITOR WILL:

1. General Provisions:

- a. Provide full disclosure at time of application of (1) any prior legal problems and (2) any mental or physical health issues, including pregnancy or any weight lifting restrictions.
- b. Respond to all requests and follow through on any paperwork, including reports and evaluations required by EI, in a timely manner, without repeated reminders.

- c. Exert every reasonable effort to take advantage of and learn from the training and intercultural opportunities possible through the program; act as an "ambassador" representing his/her home country; and uphold an appropriate code of conduct, including truthfulness and ethical behavior.
- d. Perform to the best of his/her ability in carrying out on-the-job training activities outlined in the DS-7002 and assigned by the Host.
- e. Be aware that a drug test may be required prior to first day of work or in case of a workplace accident.
- f. Notify Experience International immediately of any concerns about, changes in, or deviations from the DS-7002 and Confirmation of Placement, including hours worked, pay, housing, supervisor, location or work activities.
- g. Inform EI immediately of any emergency, incident, accident, legal issue or health problem that occurs during the course of EV's program. This includes concerns about safety, sexual harassment, and driving citations.
- h. Follow safe work practices, ask for instruction when in doubt or performing a task for the first time; use appropriate personal protective equipment, and promptly inform host and EI of concerns relating to repair and maintenance of equipment and machinery, work practices, and general safety issues, including any mistakes made or damage caused.
- i. Inform Experience International of any change in housing, physical address, e-mail, mailing address and phone number *within 10 days* of the change.
- j. Not be away from the placement site or absent from the training for more than 30 consecutive days or program will end. (Any days away must be approved by host, but may never exceed 30 consecutive days.)
- k. Abide by local, state, and federal laws and the rules and regulations governing J-1 Exchange Visitor Programs; not seek unauthorized employment while in the United States; not seek to change visa status; remain with assigned host for the duration of the program; maintain health insurance coverage; complete all required reports and evaluations, and meet all financial obligations assumed while on the program.
- l. Comply with the Program Start and End date listed on the final DS2019, *Certificate of Eligibility*. This means that the EV may not begin work before the start date and may not work, volunteer, or receive benefits from host after their program end date. The "Grace Period" following the program end date is for the purpose of travel and concluding EV's affairs in the U.S. only.
- m. Provide proof of planned departure from the U.S. (flight itinerary) and legally depart the United States within thirty days of the last official day of work/training.

2. **Specific Provisions:**

a. **TRAINING:**

- i. Acknowledge, understand, and agree to conditions and placement described in the DS-7002 *Training/ Internship Placement Plan* and *Confirmation of Placement*.
- ii. Participate in an Arrival Orientation by Skype, phone, or in-person.
- iii. Establish *Individual Learning Objectives* with the host (required if program is 4 months or more). Accept tasks and responsibilities which help meet training objectives.
- iv. Provide appropriate feedback to host on his/her performance as relates to participation in the program.
- v. Complete reports and evaluations as required and submit these to EI on the dates required. These include
 1. Initial Adjustment Report: After first 4-6 weeks of placement (all)
 2. Learning Objectives/Competencies: After first 4-6 weeks of placement (programs 4+ months)
 3. Quarterly Reports (programs 12+ months)
 4. Mid-Term Evaluation (programs 6+months)
 5. Final Evaluation – at end of program before leaving the placement site (all)
 6. Independent Project, highly recommended for longer placements

- vi. It is understood that the host will provide without cost, tools, supplies, equipment, and special clothing required to perform assigned duties efficiently and safely (not work clothing).
 - vii. Make efforts to share EV's culture and become involved with professional and community organizations if possible.
- a) **WAGES, COMPENSATION, and TAXES:**
- i) Agree to the wage, compensation or stipend stipulated in the *DS-7002 & Confirmation of Placement*.
 - ii) Recognize that wage/compensation may not cover all expenses while in the U.S. It is the responsibility of the EV to budget accordingly for the program, and bring sufficient funds to the U.S.
 - iii) File an annual Tax Return on wages earned (1040NR or 1040NREZ).
 - iv) Report any deviation of work hours, or concerns about pay or overtime, to sponsor. Consult the Fair Labor Standards Act for details: <http://www.dol.gov/whd/regs/statutes/FairLaborStandAct.pdf>
- b) **HOUSING:**
- i) EV arranges and pays for his/her own housing and utilities unless stipulated otherwise in the *Confirmation of Placement*.
 - ii) If housing *is not* provided, host may provide temporary housing. Ultimately, EV is expected to secure permanent, long-term housing. Host and EI will provide information and help in searching for reasonably priced, safe housing.
 - iii) If housing *is* provided, host has no obligation to continue to provide housing once EV completes the program, is assigned to another placement, or is terminated from the program. EV agrees to maintain and leave housing and other property in a clean state and in good repair.
- c) **INSURANCE:**
- i) All EVs will be covered by Personal Accident and Health Insurance for the full duration of their training/internship program. EVs must pay the full premium prior to arrival in the United States, unless other arrangements have been made. If home country insurance is accepted through a partner organization, this will be stated in the *Confirmation of Placement*.
 - ii) Home country insurance policies may be accepted in lieu of EI's insurance carrier only if:
 - (1) They have been approved and are provided through an existing home country partner.
 - (2) The policy includes medical evacuation and repatriation coverage.
 - (3) Exchange Visitor (or Program Partner) has submitted proof of enrollment at least 10 days prior to arrival in the U.S.If a home country policy is not accepted, in writing, by EI, or enrollment is not verified prior to arrival, EV will be automatically enrolled in (and must pay for) EI's insurance policy.
 - iii) Hosts provide Worker's Compensation Insurance in accordance with state laws. Worker's Compensation helps to cover placement/work related accidents and illnesses. However, some states exempt the agricultural sector from this coverage.
- d) **TRAVEL AND TRANSPORTATION:**
- i) EV is responsible for all international and non-work-related travel including: transportation to any EI-related events; travel to the placement site; travel between placement sites in the event of a placement change, and travel from placement site to the EV's home country or next destination outside the United States upon program completion.
 - ii) EV is required to hold a round-trip ticket *or* have funds available for a return home at all times.

iii) Host is responsible for all work-related travel. However, this does not include daily commuting from home to the placement site.

e) **EXPENSES & FEES:**

i) **Personal Expenses:**

(1) Exchange Visitor is responsible for all personal living expenses.

ii) **Program Fees:**

- (1) EV agrees to pay all costs and fees stated in the *Confirmation of Placement*.
- (2) The *Program Fee* must be paid prior to issuing the DS-2019.

iii) **Insurance Costs:**

(1) The *Health Insurance Premium* must be paid in full prior to travel to the United States, unless other arrangements have been made.

iv) **Program Partner Fees:** Program Partners in the home country charge an administrative fee. Fees paid to the Program Partner cover their costs and no part of these fees are paid to EI.

v) **Visa and SEVIS Fees:**

- (1) EV is responsible for paying the Visa Fee to the U.S. Embassy.
- (2) EV, unless otherwise stated in the *Confirmation of Placement*, is responsible for paying the SEVIS fee.

f) **REFUNDS:**

i) **Visa Denial:** If visa is denied by the U.S. Consulate/Embassy, EI will refund some of the program fee as outlined on the J-1 Schedule of Fees. No refunds will be made in cases where information has been falsified or withheld. The courier fee is non-refundable.

ii) **Program Fee:** A portion of the Program Fee may be refundable under certain circumstances (such as withdrawal prior to arrival). All refund requests must be received by EI within 30 days of program start date. The courier fee is non-refundable.

iii) **Insurance Premiums:** Insurance premiums may be refunded if requested and only if the EV ends program early and in good standing.

iv) EVs *terminated* from the program due to violation of this agreement receive no refunds.

v) Visa and SEVIS Fees paid to the U.S. Government are non-refundable.

g) **DRIVER'S LICENSE, MOTOR VEHICLE INSURANCE AND OPERATION:**

i) Exchange Visitors must have a valid home country driver's license unless an exception is requested and granted.

ii) EVs driving in the United States must obtain a State Driver's license in addition to having a valid home country license. Exchange Visitors here for three or fewer months are exempt from this requirement as long as their home country driver's license is honored by the state in which they reside.

iii) EVs who purchase a vehicle must purchase and maintain insurance coverage on their vehicle as required by State Law. Insurance coverage **MUST** be in place before operation of a motor vehicle.

iv) EVs found operating a motor vehicle: (a) without insurance coverage as required by State Law; (b) without a valid driver's license recognizable by their state; (c) under the influence of alcohol or other drugs, or (d) in an unsafe manner, will be subject to termination from the program and immediate withdrawal of sponsorship.

v) EVs must promptly report any traffic violations to EI.

h) **ACADEMIC STUDY**

- i) Academic study may be undertaken by EVs only if it is part of the original *Training/ Internship Placement Plan*. Academic study is limited to one academic quarter or semester and only on a non-degree seeking basis; all courses must complement and further EV's career/professional goals.
- ii) Compensation received during the training period is not intended to cover study. EV is fully responsible for all tuition and living expenses while studying.

i) **COMPLETION AND TERMINATION OF PROGRAM:**

- i) EVs must complete all required evaluations prior to departing the United States.
- ii) Exchange Visitors will make all reasonable efforts to resolve problems, not end their program early, and not without prior consultation with Experience International.
- iii) EVs ending their program early must complete the final evaluation prior to departure; depart the United States within thirty (30) days, and provide Experience International with proof of departure from the United States.
- iv) EVs who violate any rule listed below will be entered into SEVIS as "Terminated," which will have an adverse effect on any future travel to the United States.
- v) EVs terminated from the program for failure to live up to the spirit or letter of this agreement or for serious violations, as determined by Experience International, must leave training site, pay all debts, and return home within 10 days of termination.
- vi) Grounds for Termination and withdrawal of sponsorship include:
 - (1) Failure to pursue the activities for which sponsored
 - (2) Violation of this *Agreement* or the spirit and intent of the program or J-1 Exchange Visitor Regulations
 - (3) Obtaining or seeking unauthorized employment
 - (4) Seeking a change in visa status
 - (5) Failure to maintain health insurance coverage
 - (6) Failure to complete required reports and evaluations
 - (7) Failure to report address/e-mail/phone change within ten days
 - (8) Failure to complete the full length of training period for which sponsored
 - (9) Failure to follow safe work practices and use personal protective equipment; or acting in a way that poses safety concerns to self or others
 - (10) Leaving the placement site without approval from host or Experience International
 - (11) Illegal use of drugs or abuse of legal drugs and alcohol
 - (12) Illegal behavior
 - (13) Sexual harassment or sexual contact with a minor
 - (14) Inappropriate use of computers
 - (15) Dishonesty or engaging in unethical behavior
 - (16) Acting in a way that might discredit the host, home country, Experience International, or the J-1 Exchange Visitor Program in general.

j) **RELEASE OF ALL CLAIMS:**

- i) In consideration for being granted the opportunity to participate in the Experience International Program and for the use of services and facilities furnished by or made available through the program as well as the help, assistance, and advisory services rendered by Experience International Staff; Exchange Visitor releases and forever discharges for him/herself and heirs, executor, administrators, assigns, and other third parties; the U.S. State Department and the Experience International Board of Directors, officers, agents, and employees of Experience International who arranged, advised or supervised the scheduling, placement, or any other function of the EI program and its activities, from all claims, demands, actions and causes of action for personal injury or any other damage in any way arising out of or connected with participation in the program.

- ii) EV understands that if s/he should violate the laws and regulations of the United States, any country visited, or the terms of this *Agreement*, Experience International may not be held liable for such conduct and reserves the right to withdraw sponsorship without refund of any fees paid.
- k) **EI POLICIES:**
- i) Individuals currently in the United States, or in the country during the recent past, in any visa category other than a B-1/B-2 or visa waiver, must leave the United States for a **minimum of 90 consecutive days** before EI sponsorship is possible.
 - ii) No out-of-status individual, regardless of visa category, will be considered for sponsorship.
 - iii) Failure to enter the United States within **30 days** of the internship or training program start date stated on the DS-2019 *Certificate of Eligibility* will result in cancellation of EI sponsorship.
 - iv) A participant cannot have more than one consecutive 30-day break during the internship or training program and the 30 days cannot be made up or otherwise regained.
 - v) EI is prohibited from extending its sponsorship to participants who receive a waiver for section 212(e) of U.S. immigration code (Two-Year Residency Requirement).
 - vi) EI J-2 sponsorship may be approved for the spouse, same-sex domestic partner, and/or children of any Exchange Visitor. The sponsorship authorization lasts only as long as the EV's program.
 - vii) Exchange Visitors agree to withdraw or end their program early and depart the United States if they:
 - (a) Have an accident, injury or other mental or physical health issue that requires more than three weeks of recovery period and/or would limit their ability to achieve the learning objectives outlined in the *DS7002*.
 - (b) Learn of being pregnant once in the States or at any time during their program.
 - viii) EI recommends that participants make flight arrangements from their home country to the United States only *after* they receive the actual visa, as EI does not take non-refundable flight arrangements into consideration when issuing documentation.
 - ix) EI will expect the program to proceed according to the terms and conditions stated in the *DS7002* and *Confirmation of Placement*. Changes in program terms and conditions are granted only under unusual circumstances and with the advance approval of Experience International. Without this approval, EI sponsorship may be terminated.
 - x) Copies of all contracts, offer letters, agreements, and similar documents issued by the employer and binding on the participant must be submitted and approved by EI.
 - xi) EI cannot sponsor individuals in programs that have been arranged by staffing or employment agencies or unauthorized recruiters (in the United States or overseas).
 - xii) Advertisements that are used to recruit applicants for a particular internship or training opportunity should be translated into English and submitted with the Application.
 - xiii) EI must have current mailing, email and street addresses for both the participant and the host.
 - xiv) All EI correspondence is sent directly to program participants, EI partner organizations and hosts, rather than through attorneys or other third parties.
 - xv) EI reserves the right to deny sponsorship to any individuals that it does not deem appropriate to sponsor.
 - xvi) Program extensions up to the maximum time allowed (depending on visa type and career field) will be considered on a case-by-case basis but never guaranteed.

IT IS MUTUALLY AGREED THAT:

- Both Experience International and Exchange Visitor will act in good faith and abide by the letter and intent of the regulations governing Exchange Visitor Programs as published in the Electronic Code of Federal Regulations, Title 22, Chapter 1, Subchapter 6, Part 62.22.
- EI is the Exchange Visitor's legal sponsor while in the United States; and all communication and decisions related to the program must be direct and not through a third party.
- To ensure that the overall objectives of the training or internship program are being met, all parties will communicate openly and honestly, and evaluate the effectiveness of the training or internship provided, EV performance, and the EI Program in general.
- No person shall be subjected to discrimination or excluded from participation in the program because of race, color, religion, gender, or sexual orientation.