

J-1 INTERN AND TRAINEE HOST ORGANIZATION AGREEMENT

This J-1 Intern and Trainee Host Organization Agreement (“Agreement”) is entered into between Intrax Global Internships (“Intrax”), a California Corporation located at 455 Market Street, Ste. 1700, San Francisco, CA 94105, and _____ (“Host Organization”), located at _____. The purpose of this Agreement is to establish the respective rights and obligations of the parties hereto regarding the matching of Intrax Program participants (“Intern/Trainee”) with Host Organization (the “Program”).

I. PROGRAM DESCRIPTION

Intrax is designated as an Exchange Visitor Program sponsor by the United States Department of State (“US DOS”). This designation authorizes Intrax to sponsor foreign participants on a J-1 Exchange Visitor Visa. Intrax provides assistance with entry and orientation to qualified individuals who seek experience with qualified Host Organizations in the United States.

The purpose of the Program is to enhance the skills and experience of the Intern/Trainee in his/her academic or occupational fields through participation in structured and guided work-based training and internships. One of the goals of the Program is to improve the Intern/Trainee’s knowledge of American techniques, methodologies, and technology. The Program is further intended to increase the Intern/Trainee’s understanding of American culture and society and likewise to enhance Americans’ knowledge of foreign cultures and skills through an open exchange of ideas. As a participant in this cultural exchange visa program, the parties acknowledge that the Program is not designed to recruit and train non-resident aliens for ordinary employment or work purposes in the United States.

Both parties are responsible for abiding by applicable regulations governing the US Department of State Exchange Visitor Program as outlined in 22 CFR Part 62 and as summarized below.

II. HOST ORGANIZATION RIGHTS AND RESPONSIBILITIES

Host Organization hereby agrees that its rights and responsibilities are as follows:

A. GENERAL

1. To not place Interns/Trainees in positions which displace full- or part-time or temporary or permanent United States workers or unskilled occupations as defined in [Appendix E to Part 62](#) of the Exchange Visitor Program Regulations (22 CFR Part 62, Exchange Visitor Program).
2. To notify Intrax promptly at any time during the J-1 program if there has been a change in the number of Interns/Trainees that the Host Organization can place or if there has been a change in the number of hours that the Intern/Trainee can train.
3. To ensure that the position that Intern/Trainee fills also assists Intern/Trainee in achieving the objectives of his/her participation in the Program and to provide continuous supervision and mentoring of Intern/Trainee by experienced and knowledgeable staff.
4. To provide the Intern/Trainee with a minimum of 32 hours per week of participation in the Program.
5. To observe all applicable local, state and federal labor, occupational health and

safety and other laws with respect to the training of Interns/Trainees, including but not limited to applicable requirements of the Fair Labor Standards Act, as amended 29 U.S.C. 201, *et seq.* (FLSA).

6. To possess a valid Workers' Compensation Insurance Policy, or the applicable local US State equivalent or proof of exemption therefrom, at the time of signature and to maintain a valid Workers' Compensation policy as long as an Intern/Trainee is part of their organization.
7. Not to involve Staffing/Employment agencies or Professional Employer Organizations (PEOs) in the J-1 internship or trainee program.
8. To provide sufficient physical training environment space, resources, equipment and trained personnel to ensure that the Intern/Trainee receives the training outlined in the Training Internship Placement Plan, which is tailored to the level of experience of the Intern/Trainee.
9. To permit Intrax and its designated representative (or a designated representative of the DOS) to make on-site visits of Host Organization's facilities to review implementation of the Training/Internship Program at a time convenient to Host Organization or the designated representative.
10. To understand that all Interns/Trainees are to return home after the program, and not to assist in changing Interns/Trainees' visa status in the U.S.

B. NOTIFICATION

1. To notify Intrax and obtain approval before implementing any changes to the Program, including but not limited to, the location, content, change in supervisor, and length of training stated in the Training/Internship Placement Plan DS-7002.
2. To notify Intrax promptly if any emergency arises involving an Intern/Trainee; if an Intern/Trainee's welfare is impacted in any way; if an Intern/Trainee is arrested or involved in any illegal activities; if the Host Organization becomes involved in any litigation related to their participation in the Exchange Visitor Program or of any other circumstances or issues that would impact an Intern/Trainee's participation in the program, including but not limited to natural disasters, change of visa status, unauthorized employment, abuse, harassment, unsuitable living conditions.

C. REPORTING AND EVALUATIONS

1. Host Organization understands and acknowledges that Intern/Trainee is a non-resident alien for whom Intrax must report any Program status changes to the appropriate U.S. government agency. Host Organization will inform Intrax within three (3) business days if an Intern/Trainee leaves his or her Placement for any reason.
2. Host Organization understands that the Host Organization and Intern/Trainee must follow signed and executed Training/Internship Placement Plan/DS-7002 and must rotate through the specified phases indicated in that plan. Host Organization will participate in the completion of periodic (mid-term if program is longer than 6 months; and final) evaluations to monitor this progress, in accordance with the parties' agreements and as set forth in 22 CFR 62.22(l).
3. Host Organization reserves the right to dismiss any Intern/Trainee from the Training/Internship Program. After reasonable notice and efforts to work with

Intern/Trainee by Host Organization have failed, any Intern/Trainee who does not meet clearly defined expectations and requirements of the Program and/or whose conduct is incompatible with the best interests of the Host Organization may be terminated.

III. INTRAX RESPONSIBILITIES

Intrax hereby agrees that its rights and responsibilities are as follows:

1. To assist in the selection, placement, orientation, supervision and evaluation of Intern/Trainee consistent with applicable regulations.
2. To provide ongoing support to all Intrax program participants, including an emergency telephone number to be used in the case of medical or other serious emergencies, while Intern/Trainee is enrolled in the Intrax Program.
3. To ensure that the Program provides a balance between the Intern/Trainee's learning objectives and the Intern/Trainee's contributions to the Host Organization, and to ensure that Host Organization is educated on the goals, objectives and regulations applicable to the Program.
4. Intrax has the right to withdraw sponsorship from any Intern/Trainee whose Host Organization does not comply with Intrax requirements. At its own discretion, Intrax may dismiss an Intern/Trainee from the Program, thereby requiring the Intern/Trainee to leave the country. Intrax may refuse to process additional applications for placement with Host Organization.

IV. TERM AND TERMINATION

This Agreement becomes effective on the date it is signed ("Effective Date") and is valid for one (1) year unless otherwise terminated per the terms of this Agreement. Intrax may terminate this Agreement without cause at any time by providing written notice to Host Organization if it determines that Host Organization is in breach of the terms and conditions of this Agreement or in violation of applicable regulations or other laws.

V. OTHER TERMS AND CONDITIONS

A. INDEMNIFICATION

Host Company agrees to indemnify and hold harmless Intrax, its subsidiaries, officers, employees, and/or agents for any liability or expense, including court costs and legal fees incurred, that Host Company has in any way caused or contributed to regarding a breach of the Host Company's responsibilities set forth in this Agreement. Host Company further agrees to indemnify and hold harmless Intrax for any action, lawsuit, or claim directly related to Host Company's failure to abide by the responsibilities set forth in Section II of this Agreement.

Intrax agrees to indemnify and hold harmless Host Company, its subsidiaries, officers, employees, and/or agents for any liability or expense, including court costs or legal fees incurred, that Intrax has in any way caused or contributed to regarding a breach of Intrax's responsibilities set forth in this Agreement. Intrax further agrees to indemnify and hold harmless Host Company for any action, lawsuit, or claim directly related to Intrax's failure to abide by the responsibilities set forth in Section III of this Agreement.

The parties agree that each party's indemnification obligations set forth in this section of the Agreement shall survive the expiration of the Agreement.

Intrax is not responsible for any civil or criminal liability by an Intern/Trainee or for costs associated with defending against such claims, including, but not limited to professional fees (including attorneys' fees), filing fees and the like.

B. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY

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 that can otherwise be given effect. The remainder of a provision declared as invalid, illegal or unenforceable and the remainder of the entire agreement shall be severable and remain in effect.

C. 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 provision in this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.

D. NOTICE

Any notice required to be given pursuant to this Agreement shall be given to Intrax at intsupport@intraxinc.com or by U.S. Mail, return receipt requested, addressed to: Intrax Global Internships, 455 Market Street, Ste. 1700, San Francisco, CA 94105.

E. GOVERNING LAW

Any dispute or claim arising out of this Agreement shall be governed by the laws of the State of California, U.S.A., including without limitation, this Agreement's validity, construction, breach, performance, and interpretation, without regard to principles of conflict of law.

F. ENTIRE AGREEMENT

Both parties acknowledge that this Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties. Any additions or deletions must be made in writing and signed by both parties.

G. MODIFICATION

This Agreement may be amended only with the written consent of both parties.

H. DISPUTE RESOLUTION THROUGH ARBITRATION, CHOICE OF LAW, AND FORUM

Resolution of Disputes Through Arbitration: THE PARTIES AGREE TO ARBITRATE THEIR CLAIMS AND HEREBY UNDERSTAND AND CONSENT THAT AGREEING TO RESOLVE ANY CLAIMS OR DISPUTES THROUGH ARBITRATION, AS DESCRIBED ABOVE, THE PARTIES KNOWINGLY WAIVE THEIR RIGHT TO A JURY TRIAL OR TO OTHERWISE RESOLVE THEIR DISPUTES THROUGH THE COURTS.

The parties to the Agreement acknowledge and agree that any dispute or claim arising out of this Agreement, including but not limited to any resulting or related transaction or the relationship of the parties, shall be decided by neutral, exclusive, binding, private, and confidential arbitration in San Francisco, CA, U.S.A., where Intrax is headquartered and this Agreement was drafted and in large part negotiated in the State of California. Unless the parties otherwise agree, any arbitration shall be held in San Francisco, California. Participant agrees that California is a fair and reasonable venue for

resolution of any disputes or claims. In the event that the arbitration clause is deemed void or inapplicable, each party expressly consents to and submits to the personal jurisdiction of the federal or state court(s) of San Francisco County, California, U.S.A.

The arbitrator may grant any remedy or relief that the arbitrator deems just and equitable, including any remedy or relief that would have been available to the parties had the matter been heard in court.

The arbitration shall be administered by a neutral arbitrator provided by JAMS or by a neutral arbitrator provided by any other mutually agreed upon arbitration service provider. The arbitrator shall be selected with the participation of both parties in the selection process. The parties shall equally pay the reasonable costs and arbitrator’s fees and expenses in connection with resolution of the dispute in the arbitration forum.

The arbitration shall be conducted pursuant to JAMS Comprehensive Arbitration Rules and Procedures (available at www.jamsadr.com/rules-comprehensive-arbitration/) or, alternatively, any other mutually agreed upon set of rules. Notwithstanding the foregoing, the parties may utilize subpoenas and have discovery as provided in the applicable arbitration rules and California Code of Civil Procedure Sections 1282.5, 1283 and 1283.05. Either party may appear telephonically at the arbitration. The decision of the arbitrator shall be a written opinion that explains the rationale for the decision. The decision shall be final and binding and may be enforced in any court of competent jurisdiction. Any demand for arbitration shall be in writing and must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based upon such claim, dispute or other matter would be barred by the applicable statute of limitations.

Confidentiality: The Parties agree that to the extent permitted by applicable law, any arbitration complaint, information exchanged by the parties in an arbitration proceeding, any correspondence to or from any arbitrator, and/or any settlement terms are highly confidential, and the Parties agree not to disclose such information.

I. PRIVACY OF INFORMATION

Intrax Global Internships manages all personally identifiable information that it receives concerning Intern/Trainee and the Host Organization in accordance with its Privacy Policy, and in compliance with the General Data Protection Regulation (GDPR) (where applicable) or other state and federal privacy laws, as set forth at <https://www.intraxinc.com/privacy-policy>.

HOST ORGANIZATION INFORMATION:

Host Organization:		Parent Company (if applicable)	
Address Intern/Trainee will be assigned:			
Website:		Email Address:	
Telephone:		Fax:	
Name of Workers' Compensation Insurance Provider		Workers' Compensation Insurance Policy #	
Does your Workers' Compensation policy cover Exchange Visitors? <input type="checkbox"/> Yes <input type="checkbox"/> No, exempt <input type="checkbox"/> No, but equivalent coverage			

Number of full-time Employees in US:		Number of full-time Employees at Training address		Tax ID Number (Employer Identification Number):	
Annual Revenue (Companywide):	<input type="checkbox"/> \$0 to \$3 Million <input type="checkbox"/> \$3 Million to \$10 Million <input type="checkbox"/> \$10 Million to \$25 Million <input type="checkbox"/> \$25 Million or More				
Business Sector:	<input type="checkbox"/> For-Profit/Private Sector <input type="checkbox"/> Government/Public Sector <input type="checkbox"/> Non-Profit Sector				
Is your company or any officers named in any pending litigation or any litigation within the past five years? If yes, please describe the issues referenced in the litigation.					

Main J-1 Program Supervisor: <i>(The main program supervisor will receive all J-1 regulatory communication from Intrax including program assessments. Program assessments can be completed by the main program supervisor or forwarded to the phase supervisors for completion. Completion of mid and final program assessments are required for participation in the J-1 program.)</i>			
Name:		Email Address:	
Title:		Telephone Number:	

Name:		Title:	
Signature:		Date:	