



# PLACEMENT AGREEMENT FORM

## Work & Explore USA

### HOST EMPLOYER INFORMATION ALL FIELDS REQUIRED. Worker's compensation and business license documentation will be required by email or fax for processing.

Company name:			Phone:		
d/b/a (if applicable):			Fax:		
Street:			TaxID/EIN:		
City:	State:	Zip:	Website:		
Worker's Comp (WC) Provider:			WC Policy #:		
We agree to provide proof of worker's compensation insurance (or exemption from requirement) and business license as part of the vetting and approval process. <input type="checkbox"/> Yes <input type="checkbox"/> No					
<b>Note: For the business license requirement, a qualifying document is typically a certificate/permit/license issued by the state, county, or city, which authorizes you to conduct business and is renewed on an annual basis. For any questions regarding qualifying documents, please call our dedicated toll-free employer line at 866-351-9949.</b>					
What does your company do:					
Worksite address (if different from above)		Street:			
City:		State:		Zip:	
Nearest major city:		Distance to nearest major city:			
Total number of international students at this location:		Total number of all employees at this location:			
Which other J-1 sponsor companies are you using to provide seasonal help?:					
Offer made to (student name):					
Dates of employment (DD/MM/YYYY) (Maximum of 12 months) From:			To:		
Supervisor's name:			Supervisor's title:		
Supervisor's phone:		Supervisor's email:		Off-season phone:	
Name of previous sponsor:					

### PLACEMENT INFORMATION

Student job title:		
Job description:		
Wage per hour:	Tips? <input type="checkbox"/> Yes <input type="checkbox"/> No	Estimated weekly wage including tips:
Average number of hours per week:	Is an end-of-season bonus available? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, please provide details:		
Overtime required? <input type="checkbox"/> Yes <input type="checkbox"/> No	Overtime available? <input type="checkbox"/> Yes <input type="checkbox"/> No	Overtime wage per hour:
State minimum wage per hour (if greater than federal):	Wage pay schedule <input type="checkbox"/> Weekly <input type="checkbox"/> Bi-weekly <input type="checkbox"/> Monthly	
Are meals provided during shift? <input type="checkbox"/> Yes <input type="checkbox"/> No	Cost to student for meals? <input type="checkbox"/> Yes <input type="checkbox"/> No	Estimated cost of meals:
Additional Wage Provisions/Deductions: Identify any training costs, equipment or uniform fees, or additional paycheck deductions.		
Supplies required: Identify any uniforms, supplies, or equipment the student must supply.		
What opportunities will the participant have to experience U.S. culture locally or through the workplace?		

### HOUSING INFORMATION

Does the company provide housing? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Housing address:		
Cost of housing per week:	Estimated cost of utilities:	Housing deposit:
Is housing furnished? <input type="checkbox"/> Yes <input type="checkbox"/> No	How many people share a house?	How many people share a room?
Distance from job site:	Transportation provided? <input type="checkbox"/> Yes <input type="checkbox"/> No	Cost of transportation:
Estimated commute time:	Type of transportation:	
If housing not provided, will you assist the participant in finding housing? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Other housing recommendations:		
Distance from job site:	Estimated cost of housing:	Estimated cost of transportation:



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### PARTICIPANT SECTION: TERMS AND CONDITIONS

Name:	Exchanges ID:
Email address:	Phone:
CIEE International Representative:	Country of residence:
Is housing secured? <input type="checkbox"/> Yes <input type="checkbox"/> No	Who provides housing? <input type="checkbox"/> Employer <input type="checkbox"/> Participant <input type="checkbox"/> CIEE International Representative
Housing address:	
By signing below, I indicate my understanding and agreement with the following terms:	

1. This placement agreement is not valid until approved by CIEE. I understand that CIEE is responsible for vetting employment for program Participants and reserves the right to deny any placement agreement according to the current and/or anticipated rules, regulations, and intent of the J-1 Summer Work Travel program (the "Program").
2. Any position offered to me is not a firm, irrevocable offer and CIEE or the employer may revoke it at any time before I commence employment.
3. If the employer revokes this offer, CIEE will assist me in my effort to find alternative employment, but CIEE makes no guarantee that its effort will be successful.
4. I will be an employee-at-will, and my employment relationship may be terminated at any time for any reason as permitted by law by the employer.
5. I agree to notify CIEE of significant changes to employment terms, leaving the placement before the scheduled end date, or any situation that impacts the welfare of myself or fellow Participants.
6. I fully understand the placement accepted above. I have reviewed all information related to this position, as provided to me by the employer, CIEE, and/or CIEE Representative, including the full placement profile.
7. I understand that neither the employer nor CIEE can guarantee the terms of this agreement and that my hours, duties, and housing are subject to change.
8. I will not work outside of the dates listed on my DS-2019 form.
9. I will adhere to all CIEE and CIEE Representative rules regarding employment and program participation, including the Terms and Conditions/Participant Declaration that forms part of my program application, as well as those expectations laid out in the CIEE Online Orientation.
10. Once I have accepted this placement, I am committed to staying at this place of employment for the duration of the Program. If I wish to change employers, I must receive permission from CIEE.
11. Should I change placements without receiving prior permission from CIEE, or if I violate other CIEE rules, CIEE may terminate its sponsorship of me and I will be required to return to my home country. I also understand that such termination may prevent me from receiving future U.S. visas.
12. I agree to adhere to all federal, state, and local laws. If I do not do so, CIEE may terminate its sponsorship of me and I will be required to return home. I also understand that such termination may prevent me from receiving future U.S. visas.

Signature:

Date (DD/MM/YYYY):

### HOST EMPLOYER SECTION: TERMS AND CONDITIONS

The undersigned Host Employer agrees to the following conditions:

1. I am an authorized representative of the company named on this document (the "Host Employer") and I have authority to enter into this agreement.
2. The Host Employer acknowledges the aims and objectives of the CIEE Work & Travel USA program (the "Program") as a United States Department of State ("U.S. State Department") authorized Exchange Visitor Program that provides cultural exchange opportunities to qualified foreign students and advances the public diplomacy goals of the United States.
3. The Host Employer understands that the J-1 Exchange Visitor Program is intended to provide an educational and cultural exchange opportunity for Participants. Accordingly, the Host Employer agrees to provide at least one cultural exchange opportunity to every Participant for each hiring season.
4. The Host Employer will adhere to all applicable regulatory, state, and federal laws that govern the Program, and all applicable CIEE policies.
5. The Host Employer warrants that the relationship between the Host Employer and the Participant will comply with all Federal, State, and Local laws regarding employment and occupational health and safety.
6. The Host Employer understands that federal statutes such as Title VII of the Civil Rights Act of 1964, the Immigration Reform Act of 1986 and the Immigration and Nationality Act, as well as a large number of state statutes prohibit discrimination in the hiring of foreign nationals. This means that in virtually all cases, it is illegal for an employer, 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.
7. The Participant's salary and other terms of employment meet or exceed all federal, state, and local minimum wage and overtime requirements. To my knowledge, the Host Employer's wages are commensurate with those of similarly situated U.S. employees.
8. The Participant will be covered by Workers' Compensation insurance, unless the Host Employer is exempt by state law from this requirement.
9. The Participant will be an employee, not an independent contractor, of the Host Employer.
10. The Host Employer is offering a placement to the Participant as the result of a one-time occurrence, a peak seasonal need, or an intermittent need and will not displace positions for American workers.
- The Host Employer will preserve evidence of attempts to hire Americans and the Host Employer understands that CIEE and/or the agencies of the government of the United States may request this at a later time.
11. The Host Employer understands that CIEE reserves the right to request additional information related to the Host Employer's Summer Work Travel program and the full-range of use of the J-1 Summer Work Travel program through any sponsor.
12. The Host Employer understands that it is not permitted to employ J-1 Summer Work Travel Participants if the Host Employer has experienced layoffs within 120 days of the Participant's employment, and/or if the Employer currently has workers on lockout or on strike. The Host Employer agrees to notify CIEE immediately should these situations occur.
13. The Host Employer has not accepted compensation from any party in return for offering this placement.
14. The Host Employer acknowledges that it has fully explained the terms of employment and placement details to the Participant.



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## Work & Explore USA

### HOST EMPLOYER SECTION: TERMS AND CONDITIONS *Continued*

15. The Host Employer agrees that extending a placement offer to an applicant represents an agreement to accept this applicant as a hire and to make a good faith effort to provide suitable employment to any such Participant. Participants will be employees at-will, and the employment relationship may be terminated at any time by either party, subject to CIEE Work & Travel USA Terms & Conditions.
16. Should the terms of a Participant agreement change after it has been signed by the Participant and Host Employer, the Host Employer agrees to inform CIEE of the changes in writing/email as soon as possible.
17. The Host Employer understands that the U.S. State Department requires CIEE to vet all potential host employers according to the regulations of the J-1 Summer Work Travel Program.
18. The Host Employer understands that this placement agreement is not valid until vetted and approved by CIEE, and the Participant cannot work at the Host Employer without written approval from CIEE. The Host Employer agrees to cooperate with CIEE in this process.
19. The Host Employer agrees to provide proof of Workers' Compensation insurance (or exemption from the requirement) and business license as part of the vetting and approval process.
20. If the placement agreement includes housing, the housing provided by the Host Employer will meet all applicable local laws and regulations, including those with respect to ventilation, utilities, and occupancy rates. The Host Employer agrees that such housing is affordable and represents that there are reliable, affordable, and convenient transportation options from the housing to the worksite. The Host Employer understands 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.
21. The Host Employer attests that any wage deductions will be in accordance with the Fair Labor Standards Act. The Host Employer further agrees to obtain advance permission in writing from the Participant for any payroll deductions or changes in deductions.
22. The Host Employer understands that CIEE is responsible for maintaining contact with Participants throughout the Program.
23. The Host Employer understands that all fees charged to CIEE Participants are listed at [ciee.org/partner/employers/work-travel-usa/fee-disclosure](https://ciee.org/partner/employers/work-travel-usa/fee-disclosure).
24. The Host Employer agrees to notify CIEE of certain events, including, but not limited to, the Participant's arrival, failure to arrive as expected, performance issues, significant changes to employment terms, if the Participant leaves before his/her scheduled end date, any emergency involving the Participant, or any situation that impacts the welfare of the Participant.
25. The Host Employer has not offered a position that is prohibited by CIEE or the Department of State. The Host Employer has reviewed the prohibited job types for the CIEE Work & Travel USA program at [ciee.org/hire/work/info](https://ciee.org/hire/work/info).
26. The Host Employer understands that the Participant will apply for and obtain a Social Security number that may not be available at the start of employment. The DS-2019 Form and I-94 card together will serve as the Participant's proof of authorization to work.
27. The Host Employer agrees to comply with J-1 Summer Work Travel program regulations, which is available through the U.S. Department of State's J-1 website, <http://j1visa.state.gov/sponsors/current/regulations-compliance>.
28. The Host Employer 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 employer, its agents, independent contractors, or the Participant.
29. 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 Employer, 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.
30. The undersigned Host Employer 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.
31. 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.

#### COVID-19 Measures and Expectations for Host Employers

32. The Host Employer agrees to follow the CDC guidelines related to workplace safety and sanitation, as well as all local health and safety requirements.
33. The Host Employer has a contingency plan in case of an outbreak in the workplace.
34. If the Host Employer does not provide housing, they agree to provide substantial assistance to Participants to secure housing prior to their arrival, including providing housing leads and/or local resources.
35. If the Host Employer does provide housing, they agree to have a contingency plan in place in the event of an outbreak in housing.
36. The Host Employer agrees to inform Participants of any arrival testing or quarantine requirements in advance of the placement interview.
37. The Host Employer agrees to support Participants in the event of an outbreak, shelter-in-place order, or border restriction preventing a successful return for the Participant. This includes but is not limited to: providing hours, stipend, extending the stay and reducing housing costs, or providing food.
38. Should hours be reduced due to COVID-19, the Host Employer will make every attempt to provide additional hours in other departments as appropriate, or reduce housing/food costs, and/or provide a stipend to the Participant.
39. The Host Employer agrees that there must be a documented, seasonal need for Work & Travel USA Participants to be placed. If there were any domestic staff impacted by layoffs or furloughed, domestic staff must first be rehired in order to host Participants. Work & Travel USA Participants must not displace American workers.
40. Host employers must document efforts to hire Americans into the seasonal positions which Work & Travel USA Participants will be placed. This documentation may be requested by CIEE at any point within the year.
41. The Host Employer agrees they have reviewed all other resources and expectations CIEE has provided.

Name of person completing this form:

Title:

Signature:

Date (DD/MM/YYYY):