

HOST COMPANY INFORMATION

Host Company Legal Name:		
Host Company Description:		
Host Company website:		
Primary Contact Name:	Title:	
Work phone:	Cell phone:	
Work E-mail:	Skype ID	
Host Company Head Quarters address:		
Is the Host Company incorporated in the USA? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, where is Host Company incorporated?		
Approximate annual revenue of the previous year:	EIN number:	
Total number of employees on site (not including J-1 Exchange Visitors):		
Total number of employees on site (not including J-1 Exchange Visitors), per department:		
Total number of J-1 Exchange Visitors currently on site:	Summer Work Travel:	Intern/Trainee:
Percentage of J-1 Exchange Visitors currently on site and per department:		
Number of current job openings for that location:		
Which other sponsors are you currently working with?		
Total J-1 Exchange Visitors Host Company hosts annually:	Summer Work Travel:	Intern/Trainee:
Is the Host Company utilizing any other visa programs currently? (i.e.: H-1B, H-2B, L, F-1, etc.) <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, which other visa programs?		

ABOUT THE PROGRAM

Will the J-1 Exchange Visitors be training/working at the address referred above? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If not, please list all training/work sites addresses:	
Does Host Company have Workers Compensation insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is the training/work site based out of your home or residence? <input type="checkbox"/> Yes <input type="checkbox"/> No	

Will English be the primary language used during the program(s)? <input type="checkbox"/> Yes <input type="checkbox"/> No If not, what is the primary language used?	
Will the J-1 Exchange Visitor(s) be in constant supervision? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Will Host Company assist with organizing cultural activities for the J-1 visa Exchange Visitor(s)? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Will Host Company provide at least 32 hours a week (not an average of)? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Will the Host Company require J-1 Exchange Visitor to train/work overnight? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is overtime available? <input type="checkbox"/> Yes <input type="checkbox"/> No	Is overtime required? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, what is overtime rate?
Any allowances, bonuses and/incentives? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please describe:	
Any additional fee (i.e. uniform, drug test) to J-1 Exchange Visitor(s)? <input type="checkbox"/> Yes <input type="checkbox"/> No	

HOUSING	
Is there safe, affordable available housing close to the training/job site(s). <input type="checkbox"/> Yes <input type="checkbox"/> No	
Will you provide Housing? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If housing provided, rent amount and applicable fees:	
Housing name and address of provided housing:	
If housing not provided, will you provide temporary housing until applicant secures permanent housing? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If housing not provided, will you assist applicant with finding viable housing leads? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If housing not provided, approximate monthly cost of non-furnished housing per person in your area:	
If housing not provided, suggested housing leads in area:	

Arrival Instructions	
Upon participant's arrival, airport/bus/train/ pick-up provided: <input type="checkbox"/> Yes <input type="checkbox"/> No	Cost of pick-up:
Should Participants contact you before arrival: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Arrival Contact Name, email, phone if applicable:	
If no pick-up provided, what is the approximate cost of transportation from airport to housing?:	
Nearest airport to work/training site:	
General Instructions:	

ABOUT YOUR NEEDS

INTERN / TRAINEE

Fields of internship/training placement(s):

Business Management:

IT: Sales & Marketing

Finance: HR:

Accounting: Engineering:

Education:

Other:

If other, please describe:

Number of Intern(s) and/or Trainee(s) needed per department:

Business Management:

IT: Sales & Marketing

Finance: HR:

Accounting:

Engineering:

Education:

Other:

If other, please describe:

Program start date:

Program end date:

Training Supervisor(s):

Training Supervisor(s) Phone and Email:

Estimated stipend:\$

Payment schedule: Monthly Bi-monthly Weekly

Required skills:

Position(s) description(s):

Position(s) pay rate(s):

CONTACT

Contact name:

Email:

Phone:

Title:

Signature

Date:

Applicant

Applicant Name:

Category (Intern or Trainee):

Field:

Signature

Date:

This **HOST COMPANY AGREEMENT** (hereinafter, the “**Agreement**”) is entered this _____ day of _____ 20____, by and between **GeoVisions, a Delaware Corporation, whose address is 2021 S. 5th St., Suite 110, Austin, TX 78702, (“GeoVisions”), and**

_____ (Company Name)
a _____ (type of business)

whose address is _____

(hereinafter, the “**Host Company**”).

WHEREAS, Host Company wishes to engage a number of J-1 Exchange Visitors (as that term is defined by the United States Department of State (“USDOS”)) without displacing domestic U.S. workers;

WHEREAS, GeoVisions assists J-1 Exchange Visitors (“Participants”) in securing positions in the United States;

And WHEREAS, Host Company wishes to engage GeoVisions to recruit and provide J-1 Exchange Visitors to satisfy Host Company’s need;

NOW THEREFORE, in consideration of the mutual promises and representations set forth herein the parties, intending to be legally bound, agree as follows:

I. The “Effective Date” of this Agreement shall be the date on which it is signed by Host Company.

II. Position Request

- A. This Agreement sets forth the terms and conditions under which GeoVisions will recruit and provide J-1 Exchange Visitors (“Participants”) to Host Company.
- B. Term: The term of this Agreement shall be one (1) year from the Effective Date. Each subsequent Position Request shall be governed by the terms and conditions of this Agreement.
- C. Cancellation or Amendment: Host Company may cancel or amend a Position Request up to 90 days prior to the earliest requested start date within that Position Request. If Host Company cancels or amends a Position Request on or after that date, Host Company understands that GeoVisions’ ability to fulfill such positions may be limited and may impact future agreements between GeoVisions and Host Company. If Host Company cancels or amends any Position Request to decrease the number of Participants after participants arrive in country, Host Company will be responsible for any transportation and housing costs associated with the transfer of Participant(s) to their new placement/host company, and/or return transfer to their departure city.

III. Host Company’s Obligations, Warranties, Agreements and Representations

- A. Host Company shall provide GeoVisions with the following:
 - 1. Names, telephone numbers, email addresses, street addresses, and professional activities of the owners and managers of Host Company;
 - 2. Host Company’s Federal Employer Identification Number, also known as a Federal Tax ID;
 - 3. A copy of Host Company’s current business license;
 - 4. Proof of a valid Worker’s Compensation Policy for each state in which Participants will be situated or proof of a state exemption from requirement of such coverage;

- 5. The total number of Participants per program requested by Host Company on a seasonal basis;
- 6. Detailed information on the positions available to Participants, including, but not limited to: requirements, compensation, job description, work schedule, start and end dates, interview information and availability, and supervisor.
- 7. Midpoint and final evaluations conducted with Interns/Trainees for programs from 6 to 18 months, and final evaluations conducted with Intern(s)/Trainee(s) for Intern/Trainee programs up to 6 months;
- 8. A brief summary, in a form acceptable to GeoVisions, of cultural activities that were offered to Participants to fulfill the requirements under section H below;
- 9. If Host Company provides housing and/or transportation to and/or from the site of activity, Host Company shall provide GeoVisions with details of all such arrangements, including: the cost to Participants; whether such arrangements deduct costs from Participants’ wages; and the market value in accordance with the Fair Labor Standards Act if considered part of the compensation packages. If Host Company does not provide housing, Host Company will provide appropriate housing leads to GeoVisions so that Participants can secure on their own prior to arrival.
- 10. If Participants are participating in the Summer Work Travel Program, Host Company must provide GeoVisions with evidence of seasonality in form acceptable to GeoVisions;
- 11. If Participants are participating in the Intern or Trainee Programs, Host Company must provide Training/Internship Placement Plans (T/IPP) with a minimum of 3 phases, not including the orientation phase. Each phase should be signed by the phase supervisor.

B. Host Company will promptly notify GeoVisions of the following events:

- 1. Arrival of Participants at the site of activity to begin their programs and/or Participants who have not arrived but were expected to;
- 2. Any changes or deviations in the positions such as, but not limited to, training plans, rate of pay, cost of host company-provided housing, supervisors and points of contact, or location during the Participants’ programs;
- 3. Failure by Participants to meet the requirements of their position placements;
- 4. A Participant leaves his/her position ahead of DS-2019 Program End Date;
- 5. The Host Company ends a Participant’s employment, in which case Host Company will provide GeoVisions with documentation detailing the circumstances thereof;
- 6. An emergency involving any Participant, any situation that impacts the welfare of any Participant, or any situation that may bring notoriety, disrepute, and/or media coverage on the J-1 Exchange Visitor programs.

C. Obligations to Participants:

- 1. Host Company shall provide Participants under the Intern & Trainee Programs with a minimum of 32 hours of paid employment per week. Host Company shall provide Participants under the Summer Work Travel Program with an average of 32 hours of paid employment per week.
- 2. Host Company shall pay Summer Work Travel Participants the higher of the applicable state (if any) or Federal minimum wage/stipend.
- 3. Host Company shall pay Participants eligible for overtime in accordance with applicable state or Federal law. If Host Company is not required by law to pay overtime, Host Company will note this in job/training offers.

D. Enrollment: GeoVisions will use its best efforts to enroll the number and profile of Participants for the time period indicated in the Position Request. However, Host Company acknowledges that hiring is an imperfect science, and GeoVisions can make no guarantees, express or implied, that GeoVisions will be able to fill any position with a Participant, or that GeoVisions will be able to match Participants for the dates requested.

- E. Arrival and Period of Employment:
 - 1. Host Company will require Participants to confirm their arrival and U.S. address (including room or apartment number, if applicable) with GeoVisions to ensure their program is activated in SEVIS within 10 days of arrival.
 - 2. GeoVisions retains the right, in its sole discretion, to amend program start dates for Participants up to 10 days from start date provided to GeoVisions by Host Company in order to account for unforeseen circumstances (e.g. visa appointments, flight delays, etc.).
 - 3. Host Company understands that Participants are only authorized to work during the dates specified on their DS-2019. Participant employment must adhere to these dates.
- F. Social Security: Host Company will use best efforts to assist Participants in securing their Social Security cards. Host Company understands that Participants will not be able to obtain a Social Security card until 10 days after completing their check-in to SEVIS. Host Company will not delay payment for time worked for participants who have applied for their Social Security card but have not received their number.
- G. Insurance: GeoVisions will provide all Participants with basic medical coverage during the program. Coverage will meet or exceed requirements promulgated by DoS for the applicable program. Host Company acknowledges that the exact terms of the coverage are subject to change without notice.
- H. Cultural Exchange: In support of the primary purpose of the J-1 Exchange Visitor programs, the USDOS requires that Participants engage in cultural exchange activities during the course their program. Host Company will support this objective by providing opportunities that involve Participants in local activities or events promoting cultural exchange. Examples include, but are not limited to: community events (parades, festivals, etc.), picnics, pot lucks, sporting events, camping trips, holiday celebrations (visiting culture or US culture), and Participant presentations about their home country and culture.
- I. Support during the Program: Host Company acknowledges that GeoVisions will provide support as required by USDOS for Host Company and the Participant(s) before, during, and after the program. We have a 24/7 hour emergency line: 1-866-622-7623.
- J. Payroll and Taxes: Host Company understands that all Participants are exempt from Social Security taxes (FICA) and Medicare taxes. They must pay federal, state, and local taxes (as appropriate). Host Company acknowledges that last paychecks and W2 forms should be sent to the Participants in their home country. Host Company agrees to reimburse GeoVisions for any official Participant materials mailed to GeoVisions which GeoVisions then mails to Participants.
- K. Host Company warrants and represents that it:
 - 1. Has not had any layoffs in the past 120 days or currently have workers on strike;
 - 2. Provides opportunities for regular communication and interaction with U.S. citizens and allows Participants to experience U.S. culture;
 - 3. Will complete mandatory regulation trainings as instructed by GeoVisions, and submit their acknowledgement form (main contacts and supervisors of the Participants);
 - 4. Have completed criminal background checks for each supervisor of the Participants and make those available to GeoVisions when required;
 - 5. Will not place Participants on overnight shifts or at positions or sites of activity that differ from that listed on their DS2019 forms unless approved by GeoVisions;
 - 6. Will help ensure all Participants check into SEVIS within 10 days of arrival and notify GeoVisions if any changes to their job/training, address, or phone number occur;
 - 7. Provides Summer Work Travel positions that require only minimal training and will not displace domestic U.S. workers to hire Participants;

8. Will not change the site of activity without GeoVisions approval;
9. Understands that the purpose and intent of all J-1 Exchange Visitor programs is for Participants to return to their home country at the conclusion of their program and share their experiences, increased knowledge of American business practices, and enhance skills. Host Company will not encourage, promote, support, or pursue a change of status to another visa type for Participants while on the J-1 Exchange Visitor program and will remind all Participants of their obligation to return home following the end of their program;
10. Understands that Summer Work Travel Participants may only participate during the official breaks between terms set by their university in their home country, up to a maximum of four months. Intern & Trainee Participants are eligible to participate at any time provided they meet the requirements for participation. Interns are allowed to participate in the program up to 12 months and Trainees up to 18 months (12 months for hospitality and agriculture positions);
11. Understands that on Trainee programs, Bona fide training is permitted; merely gaining additional work experience is not. For Intern programs, a period of work-based learning in the intern's academic field is permitted and requires a substantial academic framework in the participant's field; unskilled labor is not;
12. Gives permission to GeoVisions to use any photograph/video taken at any event sponsored by GeoVisions, unless otherwise stated in writing. GeoVisions may use the photograph/video in publications or any other media material produced;
13. Shall comply with all federal, state, and local laws when carrying out the terms and conditions of this Agreement, including but not limited to all federal, state, and local employment laws, and shall seek local legal counsel at its own expense for clarification when necessary

IV. Program-Specific Terms and Conditions

A. Intern & Trainee Program

1. Purpose of the Intern & Trainee Programs: The Intern & Trainee Programs are designed to enhance the skills and expertise of Participants in their academic or occupational fields through participation in structured and guided work-based training and internships and to improve Participants' knowledge of American techniques, methodologies and expertise.
2. Training/Internship Placement Plan ("T/IPP"): Host Company must provide GeoVisions with a suitable T/IPP which outlines the training that Participants will receive for the duration of the program. Plans must be tailored to Participants' background and to the experiences that Host Company will offer. Host Company will follow the T/IPP at all times and will notify GeoVisions of any variation from or change to the T/IPP. Host Company warrants and represents that it will provide everything necessary to comply with the T/IPP, including, but not limited to, sufficient physical space, equipment, and training personnel for supervision.
3. Supervision of Participant: Host Company will cooperate with GeoVisions in the supervision of Participants and will provide midpoint and final evaluations for Participants. Host Company will accept GeoVisions' provision of selection, orientation, insurance, and monitoring of the program.
4. Limits on Participant Activities: Host Company acknowledges and understands that Intern & Trainee Programs must not be used as substitutes for ordinary employment or work purposes, nor used to displace American workers, and that no more than 20% of Participants' total activities can be spent in clerical tasks. At no time can Participants train in positions that the Department of State has noted as "[Unskilled Occupations](#)," and GeoVisions retains the right to reject any position that may be in violation of this regulation.

5. Participant Compliance. Host Company will immediately notify GeoVisions if any Participant fails to comply with the program rules or agreed-upon training.
6. Site Visit Requirements. Host Company understands that per program regulations, a site visit may be required prior to approval of a request for participation in the program. This regulation pertains to companies with fewer than 25 employees or less than \$3 million dollars in annual revenue.

B. Summer Work Travel Program

1. Purpose of the Summer Work Travel Program. The purpose of this program is to provide foreign college and university students with opportunities to interact with U.S. citizens, experience U.S. culture while sharing their own cultures with Americans they meet, travel in the United States, and work in jobs that require minimal training and are seasonal or temporary to earn funds to help defray a portion of their expenses. Employment is of a seasonal nature when the required service is tied to a certain time of the year by an event or pattern and requires labor levels above and beyond existing worker levels. Employment is of a temporary nature when a Host Company's need for the duties to be performed is a one-time occurrence, a peak load need, or an intermittent need. It is the nature of a Host Companies' needs, not the nature of the duties that is controlling.
2. Seasonal or Temporary Need. Host Company warrants and represents that if it submits Position Requests for Participants under the Summer Work Travel Program, it has a seasonal or temporary need for additional workers for that period of time as defined above. Host Company agrees to provide data proving or supporting seasonality for particular seasons if requested.
3. Limits on Participant Activities. Participants may not be placed in any position which:
 - a) could bring notoriety or disrepute to the Exchange Visitor Program;
 - b) requires licensing;
 - c) requires Participants to purchase inventory that they must sell in order to support themselves;
 - d) is related to the adult entertainment industry (including, but not limited to, jobs with escort services, adult book/video stores, and strip clubs);
 - e) involves providing domestic help in private homes (e.g., childcare, elder care, gardener, chauffeur);
 - f) involves operating pedicabs or driving/operating rolling chairs;
 - g) involves operating or driving vehicles or vessels for which drivers' licenses are required regardless of whether they carry passengers or not;
 - h) are related to clinical care involving patient contact;
 - i) require work hours that fall predominantly between 10:00 p.m. and 6:00 a.m.;
 - j) have been declared hazardous to youth by the Secretary of Labor at Subpart E of 29 CFR part 570 (http://www.dol.gov/dol/topic/youthlabor/hazardousjob_s.htm);
 - k) require sustained physical contact with people and/or adherence to the Centers for Disease Control and Prevention's Universal Blood and Body Fluid Precautions guidelines (e.g., piercing, tattooing, massage, manicure);
 - l) are substantially commission-based and thus do not guarantee that Participants will be paid minimum wage in accordance with federal and state standards;
 - m) involved in gaming and gambling that include direct participation in wagering and/or betting;
 - n) involving chemical pest control, warehousing, catalogue/online order distribution centers;
 - o) involve placements with travelling fairs or itinerant concessionaires;
 - p) fall under any other specific J category (e.g., camp counselor, intern, trainee);

- q) fall under the North American Industry Classification System's (NAICS) Goods-Producing Industries occupational categories industry sectors 11, 21, 23, 31-33 numbers (set forth at http://www.bls.gov/iag/tgs/iag_index_naics.htm).

V. Miscellaneous.

- A. Host Company understands and agrees that while GeoVisions will do its best to place Participants with Host Company, GeoVisions cannot guarantee the exact number of Participants to be placed (due to recruitment, cancellations, visa denials, etc.).
- B. Host Company understands that the program requirements are subject to Federal law and/or regulations. In the event that the law or regulations change, Host Company will comply with the new laws and regulations.
- C. If GeoVisions, in its sole discretion, determines that Host Company has failed to comply with its obligations hereunder, or that any placement is not appropriate for Participants for any reason, GeoVisions may immediately cancel this agreement and reroute the Participants to a new host company or cancel the positions. In this event, Host Company will be responsible for any transportation and housing costs associated with the transfer of Participant(s) to their new placement/host company, and/or return transfer to their departure city.
- D. Indemnification. Host Company agrees to indemnify and hold GeoVisions harmless from any and all damages that may result to GeoVisions or the Participants from any breach of Host Company's obligations, warranties, or representations hereunder.
- E. Force Majeure. If any event beyond the control of GeoVisions prevents GeoVisions from complying with any of its obligations hereunder, including, but not limited to riot, war, or hostilities between nations, embargoes, government orders, regulations, laws, ordinances or rulings, acts of God, or other contingencies beyond the reasonable control of the non-performing party, GeoVisions shall not be considered in breach of this Agreement.
- F. Governing Law. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Texas. The parties agree to submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the courts of Travis County, Texas.
- G. Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original Agreement.

I understand that, by providing my signature below, I give GeoVisions the authority to reproduce my signature electronically on GeoVisions training/job offer form(s). I understand that my signature will not be used for any other documentation.

AGREED AND ACCEPTED:

Host Company Name

Host Company Representative

Signature

Date