

PARTIES TO THE AGREEMENT

This agreement (“Agreement”) is made between Intrax (“Intrax”), located at 600 California Street 10th Floor, San Francisco, CA 94108 and [REDACTED] (“Host Company”), located at [REDACTED]. 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 Company in an internship or trainee position (the “Program”). This Agreement becomes effective on the date it is signed and is valid for one (1) year unless otherwise terminated per the terms of this Agreement.

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

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 the United States to qualified individuals who seek experience with qualified Host Companies (“Host Company”) in the United States.

HOST COMPANY RIGHTS AND RESPONSIBILITIES:**GENERAL**

- To understand that participant (“Intern/Trainee”) is on a cultural exchange visa program and accept that Intrax is the legal sponsor of the Intern/Trainee during his/her stay in the United States.
- To understand and accept that the Program is not designed to recruit and train non-resident aliens for employment in the United States.
- Not to place Interns/Trainees in positions which displace full-time or part-time United States workers; or unskilled occupations as defined in Appendix E of the Exchange Visitor Program Regulations (CFR Part 62. Title 22 Exchange Visitor Program).
- To observe all applicable local, state and federal labor laws with respect to the training of Interns/Trainees, including all applicable requirements of the Fair Labor Standards Act as amended (29 U.S.C. 201 et seq.) “FLSA”.
- 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 worker’s compensation policy as long as a J-1 Intrax Intern/Trainee is part of their organization.
- Not to involve Staffing/Employment agencies or Professional Employer Organizations (PEOs) in the J-1 internship or trainee program.
- To provide sufficient physical training environment space, equipment and trained personnel to ensure that the Intern/Trainee receives the training outlined in the Training Internship Placement Plan.
- To permit Intrax and its designated representative (or a designated representative of the DOS) to make on-site visits of Host Company’s facilities to review implementation of the Training/Internship Program at a time convenient to Host Company.
- 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.
- To notify Intrax and obtain approval before implementing any changes to the Program. Such changes include, but are not limited to, the location, content, change in supervisor, and length of training stated in the Training/Internship Placement Plan DS-7002.
- To notify Intrax promptly should any emergency arise involving an Intern/Trainee; should an Intern/Trainee’s welfare be impacted in any way; if an Intern/Trainee is arrested or involved in any illegal activities; if the Host Company becomes involved in any litigation related to their participation in the exchange visitor program or should any other significant situation involving Intern/Trainee arise.
- Host Company 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 Company will inform Intrax within three (3) business days if an intern/Trainee leaves his or her Placement for any reason.
- Host Company understands that the Host Company 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 Company will participate in the completion of periodic (mid-term if program is longer than 6 months; and final) evaluations to monitor this progress.
- Host Company reserves the right to dismiss any Participant from the Training/Internship Program, after reasonable notice and efforts to work with Participant by and through Intrax have failed, any Participant who seriously fails to meet clearly defined expectations and requirements of the Program and/or whose conduct is incompatible with the best interests of the Host Company.

INTRAX RESPONSIBILITIES:

- 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.
- Intrax has the right to withdraw sponsorship from any Trainee/Intern whose Host Company does not comply with Intrax requirements. At its own discretion, Intrax may dismiss a Trainee/Intern from the Program, thereby requiring the Trainee/Intern to leave the country, and that Intrax may refuse to process additional applications for placement with Host Company.

INDEMNIFICATION

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

SEVERABILITY

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 which can be given effect without the invalid, illegal or unenforceable provision or application. To that end, the provisions of this Agreement are declared to be severable and shall be construed and enforced accordingly.

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

TERMINATION

This agreement may be terminated by either party provided that 60 day notice is provided to the other party in writing, or it may be terminated immediately in the event of a material breach by either party, by written notice from the non-breaching party.

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, 600 California Street, 10th Floor, San Francisco, CA 94108.

GOVERNING LAW

This Agreement shall be governed by and construed under the laws of the State of California, USA, without regard to principles of conflict of law.

COMPLETE AGREEMENT

Both parties acknowledge that this document contains the complete Agreement between them, that neither party has relied on any representations not contained herein, and that any additions or deletions must be made in writing and signed by both parties.

DISPUTE RESOLUTION, CHOICE OF LAW AND FORUM

THIS AGREEMENT SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAW. IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES CONCERNING THE PERFORMANCE, ENFORCEMENT OR INTERPRETATION OF THIS AGREEMENT, SUCH DISPUTE SHALL BE DETERMINED BY BINDING ARBITRATION BEFORE, AND IN ACCORDANCE WITH THE THEN APPLICABLE RULES OF JAMS IN SAN FRANCISCO, CA. THE DECISION OF THE ARBITRATOR SHALL BE FINAL AND BINDING AND MAY BE ENFORCED IN ANY COURT OF COMPETENT JURISDICTION ON THE PETITION OF EITHER PARTY. THE PARTIES AGREE THAT ARBITRATION IS A FAIR AND REASONABLE FORUM FOR RESOLUTION OF ANY AND ALL DISPUTES AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF CALIFORNIA AS OTHERWISE PROVIDED HEREIN. THE PARTIES SHALL EACH BEAR THEIR OWN COSTS, ATTORNEYS' FEES, AND OTHER FEES INCURRED IN CONNECTION WITH THE PREPARATION OF THIS AGREEMENT.

GENERAL DATA PROTECTION REQUIREMENT (GDPR)

Intrax Global Internships manages all personally identifiable information concerning participant and the Host that it receives in accordance with its Privacy Policy, including any required compliance with the General Data Protection Regulation (GDPR), as set forth at <https://www.intraxinc.com/privacy-policy>.

Host Company:		Parent Company (if applicable)	
Address Trainee/Intern 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		
Name:		Title:	
Signature:		Date:	