



## J-1 Exchange Visitor Program Host Company Application and Agreement

Please make sure to type and clearly print the information requested in each of the fields. Please indicate "N/A" or "None" instead of leaving fields blank. Failure to include any information will delay processing.

<b>Participant Information</b>	<hr/>	<hr/>	<hr/>
	Last Name	First Name	Email
<b>Host Company Information</b> (specific site information should be completed on Form DS7002)	<hr/>		<hr/>
	Organization/Company Name		Company Website
	<hr/>		<hr/>
	Street Address (no PO Box)		City, State, Zip
	<hr/>		<hr/>
	Total # of Employees Companywide	# of Employees at J-1 Location	# of J-1's at Location
	<hr/>		
	Employer Identification Number (EIN)		
	<hr/>		
	Worker's Compensation Insurance Policy Provider <b>AND</b> Policy Number		
	The company listed above has previously participated in the GACC's J-1 visa program.		<input type="checkbox"/> Yes <input type="checkbox"/> No
	The company listed above has an annual revenue of more than \$3 Million U.S. Dollars.		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Company Representative</b>	<hr/>		
	<input type="checkbox"/> Mr. <input type="checkbox"/> Ms.		
(Administrative contact responsible for completing this form)	<hr/>		<hr/>
	Full Name		Title
	<hr/>		<hr/>
	Telephone	Fax	Email
<b>Workers' Compensation Exempt</b>	<hr/>		
	If your organization is NOT required to carry a Worker's Compensation insurance policy under the laws in your state, you must submit a document that explains the exemption.		
	<input type="checkbox"/> I will attach an official confirmation.		
<b>Position Details</b>	<hr/>		
	Department of Internship/Traineeship		
	<hr/>		
	<input type="checkbox"/> Hourly <input type="checkbox"/> Weekly <input type="checkbox"/> Bi-weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Stay		
	Stipend Earned in US \$		
	<hr/>		
	Please check the box if the company will provide any of the following:		
	<input type="checkbox"/> Housing US \$	<hr/>	<input type="checkbox"/> Flight Expense US \$
	<input type="checkbox"/> Transportation US \$	<hr/>	<input type="checkbox"/> Other US \$
	<input type="checkbox"/> GACC Fees US \$	<hr/>	Please describe: <hr/>
	<input type="checkbox"/> Hourly <input type="checkbox"/> Weekly <input type="checkbox"/> Bi-weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Stay		



**Form DS-7002**

The Training /Internship Placement Plan (Form DS-7002) is the most important part of the application and must be signed by the Supervisor, intern/trainee and the GACC prior to the issuance of the DS-2019. Please send the scanned copy of the signed DS-7002 form via email and also the editable, filled out PDF version. Your intern/trainee will present you the DS-7002 form with all three signatures upon arrival at your company. Please retain the executed DS-7002 form for your files.

Your DS-7002 must follow these recommended guidelines:

- **Please make sure to enter “Name” and “Last Name” in the correct designated fields.**

**Recommended Format for Intern:**

- Up to 6 months: 1 phase
- 7-12 months: 2+ phases

**Recommended Format for Trainee:**

- Up to 6 months: 1 phase
- 7-12 months: 2 phases
- 13-18 months: 3+ phases

- **Please make sure that the phases include specific dates. Please do not leave out weekends between the phases.**
- **All training plans must have high quality training content and detailed, personalized descriptions of projects, tasks and learning objectives.**
- **If you are unsure how many phases are necessary for the program, please contact the GACC.**

Please make sure that the Training/Internship Placement Plan (DS-7002) contains concise information, clear details as well as correct grammar and spelling. Your intern/trainee must present this to the U.S. Consulate officer in home country when applying for the J-1 visa. The DS-7002 is an official government document and the quality and clarity of the content are important criteria for J-1 visa approval. You can find helpful templates for various Training/Internship Placement Plans on the GACC website.

**Host Company Agreement**

Please read all of the following information and regulations, then sign and put your initials where indicated, certifying you have read and understood the contents of the sections below.

**Section I: General Rules and Guidelines for the J-1 Visa**

1. The German American Chamber of Commerce (GACC) is a nonprofit organization authorized by the United States Department of State (DoS) to sponsor program participant under the J-1 Exchange Visitor visa.
2. The GACC is authorized by the DoS to issue the Certificate of Eligibility DS-2019. This document allows participant to obtain a J-1 visa at a US Consulate in their home country.
3. The GACC does not support activities in “unskilled occupations” (22 C.F.R. § 62.22, Appendix E) such as home health care, child care, door-to-door sales, telemarketing, gardener, etc. The GACC also cannot support activities in areas of patient care, flight training, ship and aircraft crew, teacher or teaching assistant, and in the fine or performing arts and any positions with more than 20% clerical tasks.
4. The duration of a J-1 intern/trainee visa is limited to a maximum of 12/18 months. All positions must be full-time with a minimum 32 hours per week.
5. The DS-2019 is issued to reflect the dates of the program. Participants are allowed to stay for 30 days beyond the end date, so long as this period is not used to continue the internship/traineeship.
6. The GACC can withdraw sponsorship if any of the conditions of the program are altered without the GACC’s advance permission. If sponsorship is withdrawn, the participant must leave the U.S. immediately.
7. The GACC has no influence on the actions of the US Consulates abroad. The GACC is not responsible and can neither help nor interfere with Consulate related issues including visa processing time, consulate appointments, or visa rejections.

8. The GACC takes no responsibility if participants must rebook flights. Participants are thereby advised not to book flights until the visa has been received.
9. All individuals currently in the U.S. in any visa category other than a B-1/B-2 or visa waiver must have been outside the U.S. for a minimum of 90 consecutive days before GACC sponsorship is possible.
10. The GACC is not responsible for time lost on the DS-2019 should a participant arrive in the US later than the start date as listed on the DS-2019.
11. No individual who is out-of-status or who has overstayed any duration of stay with any other visa type will be considered for GACC sponsorship.
12. The GACC reserves the right to deny sponsorship to any individual whom it does not deem appropriate for program participation.
13. The GACC will not proceed with the issuance of a DS-2019 without signed and completed paperwork, including receipt of all GACC fees.

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**Section II: Responsibility of the Host Company**

1. Host company must proceed according to the information stated in the DS-7002 Training/Internship Placement Plan. Changes in the program must be made only after advanced written notification has been submitted to the GACC and GACC approval has been received. Such changes include, but not limited to, change of location to another office or change in exchange program activities.
2. All contracts, offer letters, agreements, and similar documents issued by the host-company and binding on the participant must be submitted with the Training/Internship Placement Plan to be approved by the GACC in advance of the issuance of the DS-2019.
3. The GACC must have on record a valid mailing and street address for the host company. Should this address change, the GACC must be informed and a new DS-2019 will be issued to all participants at the location.
4. Participant's supervisor must complete a midterm and a final evaluation for any program over 3 months. A final evaluation must be completed for an exchange program of any length. Evaluations should be discussed with participant and signed prior to being returned to the GACC.
5. Participant should not be given titles, other than "Intern"/"Trainee". In addition, participant should not be given business cards, unless deemed necessary by the host company and which do not indicate title or position.
6. Host company must understand that the primary objectives of the program are to enhance the participant's skills in their academic/professional field through participation in a structured internship/training program, as outlined in the DS-7002, and to improve the participant's knowledge of American techniques, methodologies, and/or expertise within a certain professional area.
7. Host company must agree to assist in the cultural immersion of the participant by arranging for relevant American cultural activities throughout the participant's stay in the United States.
8. Host company must affirm that the information submitted to the GACC prior to the issuance of the DS-2019 reflects the intended content of the experience being extended to the participant. The paperwork submitted must also be complete and accurate to the best of the signer's knowledge at the time of submission. Should information change, the host company must make every attempt to inform the GACC.
9. Host company will not encourage nor render any assistance including helping a participant to change visa categories, which would keep a GACC participant in the US beyond the end date of his/her program.
10. Host company will be required to allow the GACC the right to on-site visits of the program location(s) where present or future participant will be located, upon the request of the GACC.
11. The GACC reserves the right to withdraw sponsorship from any participant whose host company does not comply with the GACC's program. Should any violation warrant the involvement of the DoS, the GACC will not hesitate to inform the authorities of any problem or issue which might bring disrepute to the Exchange Visitor Program governed by the DoS.
12. Host company must certify that the Exchange Visitor Program is not designed to recruit and train aliens for employment in the US and that the participant will not displace a full-time or part-time US citizen equally qualified for the position.
13. The GACC must be convinced of the reputation and integrity of a host company. All host companies may be screened and vetted by the GACC to provide participant with the best possible experience. Host company must make every effort to respond to a discontented participant, without participant fearing retribution.
14. Host companies are not required to continue a program which is not satisfactory to either supervisor or participant. The GACC must be informed in writing about the premature conclusion of a program. The program will be ended, and participant is

expected to return to his/her home country no later than 14 days after his/her last day with the host company.

15. Host company must certify that sufficient physical plant, equipment, and trained personnel will be dedicated to providing the specified experience to the participant.
16. Host company must agree to closely supervise participant by means of regular meetings and progress reports.
17. Host company must follow all IRS rules regarding salaries provided to a J-1 participant. Participant is exempted from Federal Unemployment, Social Security, and Medicare. Participant must pay all Federal, State, and City income taxes.
18. Host company must abide by all local and Federal health, safety and employment laws, including having adequate Worker's Compensation coverage.
19. Please note that by rule of the U.S. Department of State the recruitment of interns/trainees is not to be carried out by outside employment or staffing agencies. The same holds true for the payment of stipends/salaries to interns/trainees. It is the responsibility of the host-company itself 1. to identify itself as the official host-company, 2. to recruit its own interns/trainees, and 3. to place them on its own internal payroll.

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**Section III: Responsibility of the GACC to the Host Company and Participant**

1. The GACC must ensure to the DoS that adequate, qualified, and trained staff and sufficient support are available for the administration of a J-1 program.
2. Once the DS-2019 has been issued, only 50% of the visa fee will be refunded if a participant withdraws from the program. Priority processing fee will not be refunded. If the participant has received the J-1 visa, no refunds will be given on the visa fee. Once the visa application is submitted, but the DS-2019 has not issued, the visa fee (and the priority fee) will be refunded minus a \$200 administrative fee.
3. The GACC must ensure that a participant is covered by adequate health and accident insurance within the DoS guidelines. Please read the most current guidelines on our website [www.go-j1.com](http://www.go-j1.com). All appropriate measures have been taken to ensure that participants without preexisting conditions and not engaged in extreme or dangerous sports are covered.
4. Participant must be covered by insurance from date of departure through 30 days after the end date on his/her DS-2019. Insurance policies must be submitted for GACC's review prior to the issuance of the J-1 visa and J-2 dependent visa.
5. The GACC cannot assist participant with insurance claims issues and does not have access to participant's medical records. Every attempt should be made to contact the insurance company directly before contacting the GACC. The GACC cannot be held liable for any unresolved claims or coverage issues.
6. The GACC will ensure that participant is provided with sufficient pre-arrival information and orientation regarding the culture and living conditions in the US. GACC will monitor each participant's program and will assist in the successful completion of the program.
7. The GACC provides a contact number, 212-974-8839, in case of an emergency situation. Calls will be returned as soon as possible, otherwise please contact 911 first in the case of medical or police related emergency.
8. The GACC cannot speak for third party services or organizations it recommends to its participant nor make any guarantees about their services and fees. Use of such organizations is strictly at the discretion of the participant.

Initials here

I certify the information that I have included as part of this application is truthful in its entirety. I have read and understood all the information listed above. I agree that the company I represent will abide by all Department of State regulations and rules set forth by the GACC. I understand my failure to comply will result in termination of the program. Further I understand my responsibilities as a J-1 participant host and the responsibilities of the GACC. Should there be problems or concerns regarding the J-1 program or the participant, I will contact the GACC for guidance.

Company Representative's Name/Title (Print)

Company Representative's Signature

Date (mm/dd/yyyy)