

University of Cincinnati Third Party Internship Agreement

Interns in the J visa category who are sponsored by the University of Cincinnati may only perform internships off-campus at an organization which has a written third-party agreement (the "Agreement") with University of Cincinnati. U.S. Department of State ("DOS") regulations require an agreement outlining the parties' respective responsibilities which must be signed before an intern can be placed off-campus. This Agreement and the information requested therein, including the form attached hereto as Exhibit A, must be completed before the University of Cincinnati will process an intern's application for a J visa or issue a Form DS-2019.

This Agreement is made between University of Cincinnati (the "Sponsor") and **[INSERT NAME OF THIRD PARTY ORGANIZATION]** ("the "Host Organization") and refers to the J Visa Exchange Internship Program pursuant to 22 CFR Part 62 (the "Program") for **[INSERT INTERN NAME]** (the "Intern") to be undertaken at the Host Organization within the framework of the prescribed DS-7002 Internship Placement Plan (the "IPP").

Program Objectives:

1. To enhance the Intern's skills through participation in the Program and to improve the intern's knowledge of American techniques, methodologies or expertise within his/her field.
2. To enable the Intern to better understand American culture and to enable Americans to learn about foreign cultures and skills by providing opportunities for an open exchange of ideas.

I have read and understand this section: Host Organization initials: _____
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The Sponsor and the Host Organization agree as follows:

Responsibilities of the Sponsor:

- 1) The **Sponsor** is the official Exchange Visa Sponsor. The Sponsor will maintain and update the required Program documentation for the intern in accordance with DOS regulations. The Sponsor will guide the Intern on matters related to the Intern's visa while the Intern completes his/her Program in the United States.
- 2) The Sponsor is responsible for the selection and orientation of the Intern pursuant to DOS regulations.
- 3) The Sponsor will monitor the Intern's internship pursuant to DOS regulations.

- 4) The Sponsor must conduct a site visit of the Host Organization if the Host Organization has not had an intern/trainee previously, has fewer than 25 employees or has less than \$3 million in annual revenue. The purpose of the site visit is to determine the viability of the Host Organization to host an intern.
- 5) The Sponsor must conduct a documented visual interview for the Intern in selecting the Intern.
- 6) The Sponsor must verify English language proficiency of the Intern via a videoconference (or if videoconference is not available, via telephone) interview or TOEFL score.
- 7) If the intern meets all eligibility requirements, the Sponsor will issue the Certificate of Eligibility (Form DS-2019) required for the visa application. The U.S. Consulate or Embassy will make the final determination whether to issue the J-1 Exchange Visitor visa. The Sponsor does not have influence over the final determination on an Intern's visa application.

I have read and understand this section: Host Organization initials: _____
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Responsibilities of the Host Organization:

- 1) Provide information requested by Sponsor as required by DOS regulations and Host Organization warrants that such information is accurate and truthful.
- 2) Permit Sponsor access to its facility for a site visit if such visit is required under DOS regulations.
- 3) Assume responsibility for abiding by all tax and labor laws and regulations, for maintaining a Workman's Compensation Insurance Policy, as well as for abiding by all federal, state, and local occupational health and safety laws.
- 4) Abide by all Program rules and regulations set forth in the DOS regulations governing exchange visitors codified at 22 CFR Part 62.
- 5) Certify that it has sufficient resources, plant, equipment, and trained personnel available to provide the specified internship Program.
- 6) Provide continuous on-site supervision and mentoring of intern by experienced and knowledgeable staff.
- 7) Ensure that interns obtains skills, knowledge, and competencies through structured and guided activities such as classroom training, seminar, rotation through several departments, on-the-job-training, attendance at conferences, and similar learning activities, as appropriate in specific circumstances.

- 8) Notify the Sponsor in advance of any changes to the intended training plan including, but not limited to, the training location, training content, duration of training, and financial support. Furthermore, **dismissal or termination of the Intern must be reported to the Sponsor immediately.**
- 9) Certify that Internship undertaken by the Intern will not displace an U.S. employee or fill a labor shortage. The Host Organization further certifies that it is not its intent to train this person for future employment in the U.S.
- 10) Acknowledge that the Intern may be subject to the two year home residency requirement following completion of the Program.
- 11) The Intern is required to submit his or her local contact information (home address, home and company phone) within three weeks of arriving in the U.S. and should his/her address change during the Program, new contact information must be provided to the Sponsor within one week; **failure to do so will result in termination of the Intern from the program.**
- 12) The Host Organization must submit an intermediate and final evaluation of the intern to the Sponsor. The Intern is required to submit a **midterm** and **final report** to the Sponsor; **failure to do so will result in the termination of the Intern from the Program.**
- 13) The Host Organization understands that the Intern takes part in the Program in the U.S. at his/her own risk and of his/her own volition. The Sponsor will not be held liable under United States nor Intern's home country laws for any damage or injury, including but not limited to, injury to persons or damage to property, **suffered by or caused by** the Intern, during the course of the Program.
- 14) The Host Organization understands that the Sponsor undertakes a variety of activities to prepare interns, including, providing information on health and safety issues, insurance issues, housing and accommodation, visa and residency requirements, political and cultural conditions, roles and responsibilities of partners and host companies, and applicable laws specific to the U.S. Beyond this preparation, a range of issues related to a participant's experience is beyond the control of the University of Cincinnati and UC cannot:
 - Guarantee the safety of Interns or eliminate risks from the Interns' environment while in the U.S.;
 - Prevent Interns from engaging in illegal, dangerous or unwise activities;
 - Assume responsibility for the actions of persons not employed or otherwise engaged by the Sponsor, for events that are not part of the Program, or that are

beyond the control of UC and its subcontractors, or for situations that may arise due to the failure of a participant to disclose pertinent information.

15) Host Organization shall procure and maintain for the term of this Agreement general liability insurance in minimum amount of \$1,000,000/\$3,000,000 covering its activities under this Agreement, and shall furnish Sponsor with policies or certificates evidencing such coverage. The Host Organization shall notify Sponsor of any cancellation or significant change in this policy.

Terms and Conditions

- 1) Independent Contractor. Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party.
- 2) Term and Termination. The term of this Agreement will be from the date of the latest signature appearing below until the completion by the Intern of the Program with the Host Organization. Sponsor may terminate this Agreement effective immediately at any time with written notice to Host Organization if Sponsor, in its sole discretion, believes that Host Organization is not in compliance with the provisions of this Agreement.
- 3) This Agreement is a contract made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio.
- 4) This Agreement contains the entire agreement of the Parties and may not be terminated or modified in any way except by written instrument signed by all of the Parties. Specific details regarding the Intern's compensation, beginning and end dates, and other retention related matters, will be determined through the Host Organization's offer letter and through other documentation processed by Sponsor.
- 5) This Agreement may be executed in one or more counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall together constitute and be one and the same instrument.
- 6) Host Organization agrees to comply with all applicable United States laws and regulations controlling the export of goods, technology, software and services, including the International Traffic in Arms Regulations, the export Administration Regulations, and the sanctions regulations administered by the Office of Foreign Asset Controls of the U.S. Department of Treasury. The transfer of goods, technology, software, and services, including technical data to a foreign person, either inside or outside the U.S. may require a license from a U.S. government agency, unless an exemption is available. Host Organization acknowledges that it will take all necessary steps to comply with export control regulations, including obtaining export licenses if necessary.

- 7) A student working as a paid-in-kind intern, in compliance with Federal immigration and tax laws and regulations, shall not be deemed an independent contractor by Host Organization.
- 8) Host Organization shall indemnify and hold Sponsor, its officers, its agents, trustees, and its employees harmless from all loss, cost and expense arising out of any liability or claim of liability for injury or damages to persons or property sustained or claimed to have been sustained by any one whomsoever, by reason of the performance of this Agreement or by any act or omission of Host Organization or any of its officers, agents, employees, guests, patrons, or invitees.
- 9) If Sponsor provides Host Organization with personal identifiers or any other legally confidential information including "personally identifiable information" from student education records as defined by the Family Education Rights and Privacy Act ("FERPA"), Host Organization hereby certifies that it shall maintain such records and information confidential as directed by FERPA and applicable state laws.

I have read and understand this section: Host Organization initials: _____

Attestations

The undersigned hereby attest that they have read and understand the information given above and that the information provided in the Training/Internship Placement Plan and in the enclosures is true and complete.

The undersigned signatories each represents that he or she is duly authorized to execute this Agreement on behalf of his or her respective organization.

Host Organization Representative

Signature _____

Name: _____

Title: _____

Date: _____

Sponsor Representative

Signature: _____

Name: Ronald Cushing

Title: Director, UC International Services

Date: _____

Appendix A

Name of Trainee:		Host Company:	
<i>Compensation: Use estimated values for Room/Board and Transportation if exact values are not known</i>			
\$_____ Stipend per month		\$_____ Room/Board per month	
		\$_____ Transportation per month	
Host Contact Name:		Title:	
Phone:		Fax:	
Email:		Organization URL:	
Number of Employees in Organization:		Number of Employees at Training Location:	
Number of Trainees/Interns at Training Location with J-1 Visa status:			
DUNS Number: <i>(if available)</i>		Employer Identification Number (EIN):	
<small>(Format: 99-999-9999)</small>		<small>(Format: 99-9999999)</small>	

<p>I certify that the applicant has been thoroughly screened for participation in my program.</p> <p>An interview was conducted: <input type="checkbox"/> In person <input type="checkbox"/> By videoconference <input type="checkbox"/> By web camera <input type="checkbox"/> Telephone</p>	
<p>Please include a brief summary of the interview conducted evaluating their ability to undergo training in the United States:</p> 	
Name of Interviewer:	Date/Time of interview:
Title:	Signature:
<input type="checkbox"/> An interview was not conducted. <i>(A University of Cincinnati faculty/staff person is required to conduct an interview if an employee of your organization has not.)</i>	