



Greenheart Exchange Work and Travel Program Host Organization Placement/Housing TERMS OF AGREEMENT

The J-1 Summer Work Travel (SWT) program is a cultural exchange program. Greenheart Exchange (formerly CCI Greenheart) is a U.S. Department of State designated J-1 Summer Work Travel program sponsor. This document serves as an employment agreement between the business and the SWT participant named on the Greenheart Exchange placement offer. Though it may not sign this agreement, Greenheart Exchange is a party to it. This agreement is not valid until Greenheart Exchange has fully screened, vetted, and approved the host organization named in the Greenheart Exchange placement offer. For purposes of this agreement, "SWT participant" refers to the international participant entering the U.S. temporarily, under Greenheart Exchange's J-1 Summer Work Travel program sponsorship and "host organization" refers to the business where the SWT participant will work.

Continued sponsorship and cooperation is contingent on adherence to all Greenheart Exchange program rules, U.S. Department of State Summer Work Travel regulations (22 CFR part 62) and Guidance Directives (found on Greenheart's website: <https://www.cci-exchange.com/businesses/work-travel-program/j-1-visa-regulations/>).

Greenheart Exchange cannot be held responsible for the actions of participants under Greenheart Exchange sponsorship, including employment performance, nor any liabilities created, assumed, or incurred by the participants. By signing this agreement, and as an authorized representative of my business, I agree to the following terms and conditions (found on URL: <https://docs.cci-exchange.com/work-programs/swt/placement-agreement-employer/>):

GENERAL:

1. In my capacity as an authorized representative of my business, I am authorized to extend job offers (including salary, wages, hours and job descriptions) to Greenheart Exchange's SWT participants, and attest that all information indicated in this placement offer, suitability information provided, and agreement is true and accurate.
2. I agree not to receive payment or incentive in exchange for employment of my SWT participants.
3. I confirm that my business hires, pays, and manages onsite supervision of the SWT participants. I confirm that only employees of my business train and supervise the SWT participants at all times.
4. I understand the primary purpose of the program is cultural exchange. My business will make efforts to help acquaint participants with recognized features of U.S. culture and history (outside of the workplace) while they are employed by us. Greenheart Exchange offers host organizations the opportunity to help culturally enhance programs by joining and participating in opportunities provided by Greenheart Outreach. I am committed to coordinating activities to help ensure cultural immersion. I will notify Greenheart Exchange one month prior to participants' arrival of my cultural events calendar and keep Greenheart Exchange informed on any additional cultural events during the season.
5. I agree to review the Host Organization Orientation and any relevant Greenheart Exchange resources, which have further information on program regulations. I will share this resource with the other employees who are directly working with and/or supervising SWT participants prior to the participant's start date.
6. I understand that I am not the visa sponsor and threats of deportation or visa termination/cancellation are unacceptable.
7. Per U.S. Department of State regulations <https://www.cci-exchange.com/businesses/work-travel-program/j-1-visa-regulations/>, I will:
 - a. Provide SWT participants the number of hours of paid employment per week at minimum as identified on the job offer and agreed to when Greenheart Exchange vetted the job.
 - b. Pay my SWT participants overtime worked in accordance with applicable state or federal laws.
 - c. Notify Greenheart Exchange within 24 hours when: SWT participants arrive at my work site to begin their programs; when there are any changes or deviations in the job placements during the SWT participants' programs; when SWT participants are not meeting the requirements of their job placements; or when SWT participants leave their position ahead of their planned end date.
 - d. Ensure that SWT participants will not work in isolated environments, and that they will have routine interaction with Americans while on the job.
 - e. Contact Greenheart Exchange immediately in the event of any emergency involving SWT participants or any situation that impacts the welfare of SWT participants.
 - f. Ensure that I am not displacing U.S. workers by agreeing to hire SWT participants, and that I made a good faith effort to fulfill my hiring needs with U.S. workers prior.
 - g. Confirm that my participants are filling seasonal positions, and that I am able to provide evidence to this effect, if so requested.
 - h. Confirm that my company has not experienced layoffs in the past 120 days and do not have any workers currently on lockout or on strike.
 - i. I confirm that my business meets any state-specific workers compensation and business licensing requirements wherever my business operates and I will supply such evidence.
 - j. I understand that Department of State regulations are subject to change at any time and, as a stakeholder, I agree to keep informed of, and agree to industry and regulatory changes.
8. I understand that Greenheart Exchange is obligated per the U.S. Department of State, to terminate the program of any Greenheart Exchange SWT participant who does not follow program regulations. Greenheart Exchange reserves the right as program sponsor to revoke program sponsorship of SWT participants at any time if program rules are violated. Reasons for program termination may include, but are not limited to the following actions involving participant:
 - a. Failure to arrive to Greenheart Exchange approved host organization.
 - b. Fired from their job and caused many problems for the host organization or their behavior was unacceptable (unsuitable behavior for an exchange visitor).
 - c. Found guilty of a crime or pled guilty to any criminal charges.
 - d. Not staying in contact with Greenheart Exchange (either while on participant monitoring or monthly check-ins).
 - e. Not completing their arrival check-in within 3 days of arrival to the US.
 - f. Working for a non-sponsor-approved host organization.



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- c. Not validating program in SEVIS or updating housing address when they move.
 - d. Working beyond the pre-determined program dates.
 - e. Working in any in any of the positions, environments, industries, or shifts, as outlined on the Greenheart website: <https://www.cciexchange.com/businesses/work-travel-program/j-1-visa-regulations/>
9. I understand that, upon my verbal or written consent to Greenheart Exchange to hire SWT participants, I am committed to offering the job outlined herein. Prior to hiring, I will ensure that my SWT participants have sufficient English proficiency to perform their job duties.
 10. I agree that the housing provided by my company is habitable; sanitary; safe; comfortable; not overcrowded; with working plumbing and electricity; offers each participant their own bed (no air mattresses are allowed); and is compliant with local, state, and federal housing regulations, codes and laws. I agree to disclose all contents of any housing lease to the participant prior to their signing, if applicable. Conditions of this employment are not dependent upon the SWT participant's willingness to rent identified housing.
 11. If housing is not provided, or originally intended housing is no longer available, I will make a good faith effort to identify suitable housing, as per the description in point 10.
 12. If SWT participants are required to sign an additional or separate housing agreement, I confirm that it will not contradict with the details provided to Greenheart Exchange in the Placement Agreement.
 13. I acknowledge that SWT participants are prohibited from working in any of the positions, environments, industries, or shifts, as outlined on the Greenheart website: <https://www.cciexchange.com/businesses/work-travel-program/j-1-visa-regulations/>
 14. I acknowledge that Greenheart Exchange reserves the right to cancel placements at any time for any reason without compensation.
 15. Host organization will not prohibit or otherwise restrict Greenheart Exchange's use of any photographs/videos taken for promotion of publicity, provided such use does not depict any host organization marks and is not prohibited by law or corporate policy. I understand that I will not receive compensation for the use of such photograph(s)/video(s).
 16. I will be respectful of other races, religions, nationalities, cultures, and sexual orientations.

17. Notwithstanding the foregoing, the parties acknowledge that employment of an SWT participant hereunder is at will and may be terminated at any time by host organization or participant, with or without any previous notice and with or without cause. Employment of SWT participants should adhere to the same labor laws for your American employees, as governed by state and federal laws.
18. Hosts organization is responsible for coordinating and directing delivery of W-2 forms to participants, as well as, any final pay checks.
19. I agree to notify Greenheart Exchange within 24 hours of any placement or housing changes or cancellations. I understand that changes made to previously approved Placement Agreement conditions may result in participants' placement cancellations should participants not accept these new conditions.

PAYROLL:

1. I agree to make any paycheck deductions only when written permission is received from the SWT participant.
2. I agree to provide SWT participants the hourly pay or a salary in the amount indicated in the job offer. My company agrees to pay SWT participants on its regular payroll, and certifies that the compensation paid to SWT participants is commensurate to that paid to their American counterparts and is compliant with the minimum wage and hour laws, including overtime, the Fair Labor Standards Act, and all other applicable statutes and regulations relating to employment terms and conditions. I agree to provide payroll information proving compliance with these stipulations to Greenheart Exchange, upon request.
3. I acknowledge that J-1 visa holders should only be paying Federal and State taxes. Unemployment or FICA (which includes Medicare and Social Security) taxes per IRS host organization Tax Guide and Publication 515 is not withheld unless required by State law. If these taxes have been mistakenly withheld from the SWT participant's paycheck, I will reimburse SWT participants directly.

AGREEMENT REGARDING CHANGES AND CANCELLATION OF ASSIGNMENT WITHIN 14 DAYS OF EMPLOYMENT START DATE

1. SWT participants are expected to work at the location and under conditions specified in the agreement for the duration of their respective program.
2. I assume an affirmative obligation to honor this job placement. In the event of job cancellation, within 14 days before intended employment start, I will make a good faith effort to immediately identify suitable alternative and comparable employment opportunities for the displaced SWT participant, in order for Greenheart Exchange to begin the position, vetting process. This section shall be the host organization's sole obligation to Greenheart Exchange and/ or the SWT participant for job cancellation.

Each party agrees to indemnify, defend and hold harmless the other party, its affiliates, officers, employees, representatives and agents from and against any claims, liabilities, damages, losses, costs and expenses, including but not limited to reasonable attorney's fees resulting from my breach of any of the provisions of this Agreement or the negligence and misconduct of me (host organization), my affiliates, officers, employees, representatives and agents in connection with carrying out my responsibilities under this Agreement. The laws of the State of Illinois (without giving effect to its conflict of laws principles) shall govern all matters arising out of or relating to this Agreement, including, without limitation, its interpretation, construction, performance, and enforcement. The parties hereby consent to the jurisdiction and venue of any courts of County of Cook in the State of Illinois in which any suit, action, proceeding shall be brought under this agreement. All parties agree that any material breach of this agreement shall entitle the prevailing party to recover litigation fees incurred in prosecuting such a claim.