

# Greenheart Exchange Work and Travel Program

## Host Organization Placement/Housing TERMS OF AGREEMENT



The Summer Work Travel (SWT) program is a non-immigrant cultural exchange visa program. Greenheart Exchange is designated by the U.S. Department of State as a J-1 Summer Work Travel program sponsor. This document serves as the agreement between the host organization and the SWT participant named on the Greenheart Exchange Placement Agreement. Although Greenheart Exchange does not sign this agreement, it is a party to it. This agreement is not valid until Greenheart Exchange has fully screened, vetted, and approved the host organization named here. For purposes of this agreement, “SWT participant” refers to the international participant who enters the U.S. temporarily under Greenheart Exchange’s program sponsorship for the Summer Work Travel program. “Host Organization” refers to the organization where the SWT participant works while in the U.S.

In order to work with a host organization, Greenheart Exchange must confirm that the host organization is a legitimate and reputable company. The priority of Greenheart Exchange is the health, safety, and well-being of the SWT participants. As a result, Greenheart Exchange does the following:

- Greenheart Exchange uses publicly available information to search for any criminal history of any manager or supervisor who works with SWT participants.
- Greenheart Exchange collects copies of business licenses and/or other official documents that confirm that the host organization is a legitimate business in every location where a SWT participant is placed.
- Greenheart Exchange collects copies of documents that confirm that the host organization has Worker’s Compensation coverage, if such coverage is required, for every location where a SWT participant is placed.
- Greenheart Exchange collects detailed information about host organization-provided housing to ensure the safety and well-being of SWT participants.

Continued cooperation between Greenheart Exchange and the host organization is contingent on the host organization adhering to all Greenheart Exchange program rules, all U.S. Department of State Summer Work Travel regulations (22 CFR part 62), all U.S. Department of State Guidance Directives (<https://greenheartexchange.org/professional-exchange/work-and-travel/#/tab/regulations>) and U.S. Department of Labor laws.

Greenheart Exchange cannot be held responsible for the actions of participants under Greenheart Exchange sponsorship, including employment performance, nor for any liabilities created, assumed, or incurred by the participants.

By signing this agreement, and as an authorized representative of the host organization, I agree to the following terms and conditions (<https://docs.cci-exchange.com/work-programs/swt/placement-agreement-employer>)

### GENERAL:

1. I understand that the primary purpose of the SWT program is cultural exchange. My organization is committed to providing activities for SWT participants to immerse themselves in U.S. cultural. At least one month before participants arrive, I will notify Greenheart Exchange of the cultural events that my organization has planned, and I will keep Greenheart Exchange informed about cultural events during the season.
2. I confirm that I am authorized to extend job offers (including wages, hours, and job descriptions) to SWT participants. I attest that all information provided by my organization is true and accurate.
3. I agree not to receive any payment or incentive in exchange for engaging SWT participants.
4. I confirm that my organization hires, pays, and supervises SWT participants. I confirm that only employees of my organization train and supervise the SWT participants that we engage.
5. I agree to review the Host Organization Orientation and any relevant Greenheart Exchange resources, and I agree to share these resources with employees who work with and/or supervise SWT participants.
6. I understand that my organization is not the visa sponsor, and that it is unacceptable for me or any employee of my organization to make a threat of deportation or visa termination/cancellation to a SWT participant.
7. Per U.S. Department of State regulations (<https://greenheartexchange.org/professional-exchange/work-and-travel/#/tab/regulations>) and Greenheart rules I confirm that:
  - a. My organization will schedule SWT participants for the minimum number of hours of paid employment per week that is listed on the Placement Agreement and that was agreed when Greenheart Exchange vetted the job. My organization may be responsible for reimbursing SWT participants for unworked hours if we cannot uphold the number of hours agreed upon in the Placement Agreement.
  - b. My organization will not schedule SWT participants for shifts that fall predominantly between the hours of 10:00 p.m. and 6:00 a.m.
  - c. My organization will pay SWT participants for overtime in accordance with applicable state and/or federal laws.
  - d. My organization will contact Greenheart Exchange immediately in the event of any emergency involving a SWT participant or any situation that impacts the health, safety, or welfare of a SWT participant.
  - e. My organization will notify Greenheart Exchange within 24 hours when:
    - A SWT participant arrives at the work site to begin their program.
    - There are any changes in the job placement during a SWT participant’s program, including a change to the location where a SWT participant works (Site of Activity).
    - There are any changes in housing during a SWT participant’s program.
    - A SWT participant is not meeting the requirements of their job placement; or

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- A SWT participant leaves their position ahead of their planned end date.
  - f. SWT participants do not work in isolated environments, and they have routine interaction with Americans while on the job.
  - g. My company is not displacing U.S. workers by agreeing to hire SWT participants, and we made a good faith effort to fulfill hiring needs with U.S. workers prior to engaging SWT participants.
  - h. SWT participants are filling seasonal positions, and we can provide evidence to this effect if requested.
  - i. My organization has not experienced layoffs in the past 120 days and does not have any workers currently on lockout or on strike.
  - j. My organization meets applicable worker's compensation and business licensing requirements, and we can supply evidence to support this.
  - k. I understand that Department of State regulations are subject to change at any time. I agree to keep informed of these regulations, and to abide by any changes in regulations.
  - l. My organization's employment of SWT participants adheres to the same labor laws as for U.S. employees, as governed by state and federal laws.
8. I understand that Greenheart Exchange is obligated by the U.S. Department of State to terminate the program of any Greenheart Exchange SWT participant who does not follow program regulations. Reasons for program termination may include, but are not limited to, the following participant actions:
- a. Failure to arrive to their pre-approved employer with the intention to remain employed there throughout their entire program.
  - b. Failure to complete their arrival check-in with Greenheart Exchange within three days of their arrival in the United States.
  - c. Failure to maintain contact Greenheart, whether in their monthly check-ins or when on additional monitoring.
  - d. Working at a job that was not explicitly screened, vetted and pre-approved by Greenheart Exchange.
  - e. Starting to work a second or additional job, including hours spent training, before they have submitted a SAJO to Greenheart Exchange and the job has been approved by Greenheart Exchange.
  - f. Failure to report a change of housing address via their GEO account within 24 hours of any move.
  - g. Being found guilty of or pleading guilty to violating any local, state, or federal law.
  - h. Engaging in behavior that may bring disrepute to the Summer Work Travel program.
  - i. Violating any Greenheart Exchange program rule.
  - j. Misrepresenting their personal or medical information to Greenheart Exchange.
  - k. Working beyond their pre-determined program dates.
  - l. Working in any of the positions, environments, industries, or shifts that are prohibited for SWT participants.
9. I understand that, upon my verbal or written consent to Greenheart Exchange to hire SWT participants, I am committed to offer the job(s) outlined in the Placement Agreement.
10. I am committed to ensuring that SWT participants have sufficient English proficiency to perform their job duties.
11. I acknowledge that SWT participants are prohibited from working in any of the positions, environments, industries, or shifts that are outlined on the Greenheart Exchange website as prohibited.
12. I acknowledge that Greenheart Exchange reserves the right to cancel placements at any time for any reason without compensation.
13. I acknowledge that employment of a SWT participant is at will and may be terminated at any time by the host organization, by the participant or by Greenheart Exchange, with or without any previous notice and with or without cause.
14. I understand that my organization is responsible to coordinate delivery of any official correspondence addressed to the participant directly to them (e.g., W-2 forms, final paycheck, Social Security cards, medical bills, etc.). This includes collecting participants' home addresses for this purpose.

### HOUSING:

1. I confirm that the housing provided by my organization:
  - a. Is compliant with local, state, and federal housing regulations, codes, and laws.
  - b. Is habitable, clean, safe, and comfortable.
  - c. Is not overcrowded.
  - d. Has working plumbing and electricity; and
  - e. Offers each participant their own bed (no air mattresses).
2. I confirm that, if my organization does not provide housing, I will make a good faith effort to identify suitable housing for the SWT participants.
3. I confirm that, if the original housing I arranged for the SWT participants is not available or does not meet the conditions outlined in the Placement Agreement, I understand that it is my responsibility to identify a replacement option for which the SWT participants pay the same amount.
4. I confirm, if my organization provides housing, that housing will be secured for the entire duration of all SWT participants' program dates.
5. I confirm that, if SWT participants are required to sign an additional or separate housing agreement, such agreement will conform to the details provided to Greenheart Exchange in the Placement Agreement.
6. I agree to disclose the contents of any housing lease or agreement to each participant prior to their signing such a document.
7. I confirm that willingness to rent the housing that my organization has identified is not a condition of employment with my organization.

### PAYROLL:

1. I agree to make any paycheck deductions only when written permission is received from the SWT participant.
2. I understand that J-1 visa holders pay only federal and state taxes, and that unemployment and FICA (including Medicare and Social Security) taxes are not to be withheld from SWT participants' pay per IRS Host Organization Tax Guide and Publication 515. I agree that my organization will reimburse a SWT participant if these taxes are mistakenly withheld from the SWT participant's pay.
3. I agree to pay SWT participants the hourly pay or salary specified in the Placement Agreement.

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4. I agree that my organization pays SWT participants on its regular payroll.
5. I confirm that the compensation paid to SWT program participants is commensurate to that paid to their U.S. counterparts, and is compliant with minimum wage, hour and overtime laws; the Fair Labor Standards Act; and all other applicable statutes and regulations relating to employment terms and conditions.
6. I agree to provide payroll information proving compliance with these stipulations to Greenheart Exchange upon request.

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

1. Each SWT participant is expected to work at the location and under the conditions specified in the Placement Agreement for the duration of their program.
2. I assume the obligation of honoring this Placement Agreement. If a job is cancelled within 14 days before the scheduled employment start date, I will make a good faith effort to immediately identify suitable and comparable alternative employment opportunities for the displaced SWT participant(s). This section shall be the host organization's sole obligation to Greenheart Exchange and/or the SWT participant with respect to a job cancellation.

### **MEDIA:**

I authorize Greenheart International, its representatives, and its affiliates the irrevocable and unrestricted right to use and publish any photographs accompanying this application or any photographs and/or video taken while participating on a Greenheart International program for promotion, publicity, or internal use. I understand that I will not receive compensation for the use of my photograph(s) and/or video(s). I agree that Greenheart International may use such photographs/videos of me with or without my name and for any lawful purpose, including, but not limited to such purposes as editorial, trade, advertising, social media, and website content in any manner and medium. I grant Greenheart International the permission to use any photos/videos that I share or post with Greenheart via email, Facebook, Instagram, or any other social media channel; to alter the same without restriction; and to copyright the same. I hereby release Greenheart International and its legal representatives and assigns from all claims and liability relating to said photographs/videos. I also authorize Greenheart International to collect and add my email address to their digital campaign tool and consent to receiving all e-mail communications. In the event that I would like to opt out, I can do so at any time except from essential program email communications. Should I have further questions regarding consent and privacy, I may refer to the Greenheart Privacy Policy at any time. (<https://greenheart.org/#/modal/consent/tab/privacy>).

### **FORCE MAJEURE:**

In signing this Agreement, I, as a representative of my organization, hereby acknowledge, understand, and accept that certain unforeseeable circumstances beyond Greenheart's right or ability to control and/or prevent may result without notice in the delay, disruption, and/or termination of certain programs, the cancellation or suspension of planned activities within such programs, and/or otherwise render Greenheart's reasonable and good faith performance of its contractual obligations impractical and/or impossible to carry out. Examples of such circumstances

include, but are not limited, to: (1) acts of God, such as severe acts of nature or weather events including, but not limited to, floods, fires, earthquakes, hurricanes, tornadoes, explosions, and similar acts and/or events; (2) war, acts of civil or military authority, national emergencies, insurrection, riots, and/or acts of terrorism; (3) epidemics, pandemics, and/or similar widespread public health phenomena; (4) strikes, labor disputes, and/or work stoppages; (5) acts or events that disrupt channels of communication and/or power supply; and/or (6) any other acts, events, or circumstances not within Greenheart's reasonable right or ability to control and/or prevent that would render Greenheart's reasonable and good faith performance of its contractual obligations impractical and/or impossible. My organization appreciates and accepts the risk that in the event a program or element thereof is disrupted due to unforeseeable circumstances beyond Greenheart's reasonable right or ability to control and/or prevent, program participants may be requested and/or required to return to their home country. My organization further agrees to renounce any and all legal claims against Greenheart and/or its representatives that may arise from the occurrence of unforeseeable circumstances beyond Greenheart's reasonable right or ability to control and/or prevent, including, but not limited to, claims for the costs of repatriation.

### **GREENHEART STANDARDS OF RESPECT:**

Greenheart is committed to cultivating and institutionalizing a culture of inclusion that encourages collaboration, flexibility, accountability, and fairness to enable individuals to contribute to their full potential. We believe our participants, host organizations, sending partners and other program stakeholders have a responsibility to treat others with dignity and respect, and to exhibit conduct that reflects inclusion in their interactions with others involved with Greenheart as well as their local communities. Greenheart expects all participants, host organizations, sending partners and other program stakeholders to be respectful of other races, religions, nationalities, cultures, sexual orientations, and sexual identities. We do not tolerate comments, jokes, or behaviors that degrade, or disrespect individuals or groups involved with our programs.

### **RECOGNITION OF AGREEMENT:**

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 the 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 court of County of Cook in the State of Illinois in which any suit, action, or 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.