Letter of Agreement 2026-2027

BETWEEN AIFS AND PARTICIPATING HOST EMPLOYER

This Agreement between AIFS and

_____

(referred to as the Host Employer) sets forth the respective duties of AIFS and the Host Employer in connection with the placement of international participants at the Host Employer under the cultural exchange program administered by AIFS.

SECTION 1 – RESPONSIBILITIES OF AIFS

- Process applications to the AIFS program and to see that applicant interviews are conducted as appropriate. To obtain reference letters and assist the Host Employer with placement of participants;
- Facilitate visa arrangements for participants;
- Furnish all participants with information as an introduction to American culture and where practical, to conduct orientations in the United States and/or overseas;
- Cooperate with Host Employer for transportation from city of arrival in U.S. to the Host Employer;
- Provide medical insurance pursuant to and in all respects governed by AIFS's group insurance policy for each participant, covering payments up to a maximum of $500,000 for medical treatment in the event of a covered illness or accident. The participant must, however pay the first $50 of each claim or a deductible of $250 for treatment in an emergency room (As applicable);
- Require a criminal record check from participants;
- Require a medical report from participants;
- Be available to trainees (and host organizations, as appropriate) to assist as facilitators, counselors, and information resources, as needed.
- Abide by all provisions of the EU's General Data Protection Regulation (GDPR).

SECTION 2 – RESPONSIBILITIES OF THE HOST EMPLOYER

- Recognize the Host Employer is participating in a cultural exchange program designated by The United States Department of State with the purpose of improving international relations;
- Become thoroughly familiar with US Department of State Regulations governing exchange visitor program, and to abide by provisions there in, including but not limited to:
  - » Cooperating with AIFS to ensure that there are sufficient opportunities for cultural exchange, visits to places of cultural interest, and engagement with American people both outside and within the Host Employer property and to document same;
  - » Providing copies of current workers' compensation declaration pages, Employee Identification Numbers, and current copy of state or local business license or permit (As applicable);
  - » Provide continuous on-site supervision and mentoring of trainees by experienced and knowledgeable staff;
  - » Ensuring that all participants regularly work with and along side Americans;
  - » Complying with all relevant State and local Department of Labor Regulations governing minimum wage and overtime.
  - » Have sufficient resources, plant, equipment, and trained personnel available to provide the specified training program
  - » Ensure that trainees obtain skills, knowledge, and competencies through structured and guided activities such as classroom training, seminars, rotation through several departments, on-the-job training, attendance at conferences, and similar learning activities, as appropriate in specific circumstances;
  - » Conduct periodic evaluations of trainees. For programs exceeding six months in duration, at a minimum, official midpoint and concluding evaluations are required in a format provided to host employers by AIFS;
  - » Do not displace full- or part-time or temporary or permanent American workers or serve to fill a labor need and ensure that the positions that trainees fill exist primarily to assist trainees in achieving the objectives of their participation in training programs;
- Screen all applicants as appropriate;

- Make final selection to host a participant after an independent review and evaluation of the information supplied by AIFS;
- Correspond with staff before arrival providing Host Employer literature, job description, uniform requirements and time-off and overtime policies;
- Provide Host Employer orientation including information about Host Employer rules,work schedules, time-off policies, regulations and education regarding pertinent cultural differences and the definition of, and penalties for, sexual and physical abuse of children;
- Assign duties to each participant that are consistent with skills and, where possible, with expressed desires. To provide competent supervision of the participant and the performance of duties;
- Provide and encourage interaction between participants and American staff;
- Choose participants carefully with the understanding that there is no warranty as to satisfaction or to the compatibility of any particular applicant;
- Monitor the performance of the participants, to promptly notify AIFS of any problems, and to provide AIFS with written documentation regarding any serious incidents or terminations;
- Ensure compliance with all relevant local State and Federal Department of Health and local State and Federal Department of Labor Regulations;
- Pay all fees in a timely manner in accordance with Section 7 of this agreement;
- Assist AIFS in abiding by all General Data Protection Regulation (GDPR) provisions;
- Assist each first time J-1 participant with obtaining a social security card once in the US;
- Ensure Host Employer is following all applicable tax laws and issuing W2 forms in a timely manner;
- Ensure that the training programs are full-time (minimum of 32 hours a week). AIFS Limit work hours for applicants to a maximum of 55 hours per week. No more than 20% of all duties must be clerical in nature.
- Refrain from assigning positions that are prohibited. These include: Unskilled or casual labor positions, positions that require or involve childcare, elder care, clinical work, work that involves patient care or contact, including any work that would require trainees to provide therapy, medication, or other clinical or medical care (e.g., sports or physical therapy, psychological counseling, nursing, dentistry, veterinary medicine, social work, speech therapy, early childhood education)

SECTION 3 – RELATIONSHIP BETWEEN AIFS, THE HOST EMPLOYER AND PARTICIPANTS

Participants are not considered employees of AIFS they are considered employees of the Host Employer as a J-1 host employer. Therefore, the Host Employer is responsible for complying with all applicable employment laws. As the sponsor of this Exchange-Visitor Program, however, AIFS must, under government regulations, be immediately informed should any serious problems arise between the Host Employer and participants. AIFS reserves the right to remove participants when there is evidence of threat to their health, welfare or safety.

SECTION 4 – RELEASE AND REIMBURSEMENT

The Host Employer waives and releases all claims against AIFS (including the American Institute For Foreign Study, Inc. of Stamford, Connecticut and its officers, directors, staff members, employees and agents) for any injury, loss, damage, action, delay or expense incurred by the Host Employer or any of its personnel or guests as a result of any action of participants. The Host Employer confirms possession of $2 million General Aggregate liability coverage and $1 million Each Occurrence (Bodily Injury and Property Damage), and agrees to give AIFS 30 days written notice upon policy cancellation. We strongly recommend that the Host Employer cover staff hired through AIFS under its workers compensation policy. The Host Employer agrees to indemnify and hold AIFS harmless from any claims, damages or expenses (including court costs and legal fees) resulting from any injury, loss or damage to any participant during their stay at the Host Employer.

SECTION 5 – CRIMINAL BACKGROUND CHECK

AIFS is not responsible for any errors or omissions contained in participants' criminal background reports.

SECTION 6 – FINANCIAL RESPONSIBILITY OF HOST EMPLOYER

The Host Employer agrees to pay AIFS according to its specified payment schedule and to pay reasonable costs (including attorney's fees) incurred by AIFS in collecting any delinquent amounts owed under this agreement.

SECTION 7 – PROGRAM FEES

The Host Employer agrees to abide by the published annual fee schedule for the current year in which it hosts AIFS participants; SEVIS tracking fees for J-1 participants will be added for each participant selected;

Published fees are guaranteed. With the exception of the SEVIS tracking fee, AIFS will assess no additional employer fees (e.g. airport taxes or fuel surcharges);

Full Payment of all AIFS fees per participant is due 30 days after invoicing;

There will be an interest charge of 3% per month added to past due invoices. Interest charges will be treated and collected in the same manner as program fees;

Fees are not pro-rated for late arrivals

SECTION 8 – OTHER FINANCIAL CONSIDERATIONS

Insurance: It is the responsibility of the participating Host Employer to ensure that all medical claims are filed promptly and deductibles are paid before participants' departure. AIFS will assist when possible to settle disputes between Host Employers and participants however AIFS is not financially responsible for deductibles or other outstanding medical balances.

Miscellaneous costs: Participating Host Employers are expected to settle all telephone or damage charges, loans, advances and other financial matters directly with participants before departure from the Host Employer. Balances resulting from any of the above are not to be deducted from the AIFS invoice.

Medical testing costs: Host Employers requiring tuberculosis (TB), hepatitis B or other medical testing of participants are to inform participants upon acceptance of the placement, thereby allowing participants ample time to have tests performed in their home country, or acquire appropriate medical records. Host Employers who fail to notify participants are expected to pay for testing participants upon arrival in the U.S.

Cancellation penalty: AIFS imposes a cancellation penalty for participants "dropped" without valid reason. Please refer to the published annual fee schedule for the current year.

SECTION 9 – PRO-RATION OF FEES

If a participant is released from Host Employer or departs prior to completion of the first 6 months of the Trainee program, limited refunds may be assessed. Should there be any disputes, AIFS shall make a binding decision before the participant leaves the Host Employer.

SECTION 10 – RENEWAL POLICY

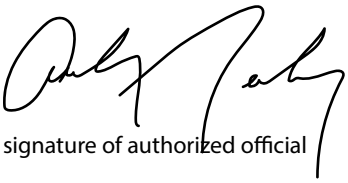
This agreement will automatically renew annually unless written notice of cancellation is received by AIFS within 30 days of the Host Employer's receipt of the annual written schedule of program fees from AIFS. Each year, the annual written schedule of program fees shall constitute an addendum to this agreement.

This agreement may be terminated by AIFS by sending written notice to the Host Employer.

UNDER THIS AGREEMENT

I confirm that I have read the full agreement and I am authorized to sign on behalf of my company/ Host Employer:

AIFS



signature of authorized official | date

Andrew Newberry

printed name of authorized official

Senior Vice President

title of authorized official

Host Employer Name:

signature of authorized | date

printed name of authorized official

title of authorized official