

Host Company Documents and Forms

Thank you for your interest in the Spain-US Chamber of Commerce's J1 Visa Program. Please allow the following information to help guide you as you continue with the process.

Please submit to us the following documents:

- Host Company Application and Host Company Agreement (see attached)
- Training/Internship Placement Plan Form DS-7002 (see attached)
- Proof of Health Insurance Coverage for Exchange Visitor (see attached Department of State minimum requirements)
- Valid Workers' Compensation Insurance Policy. If exempted by law from having insurance, proof of exemption must be submitted, contact your state's Workers' Compensation Board for further assistance

Please note:

- DS-7002: No phase should be longer than 6 months. For internships / traineeships lasting more than 6 months, a minimum of two phases is required. If the traineeship lasts more than 12 months, a minimum of three phases is required.
- Site Visits will be conducted if host companies have not previously participated in the Chamber's Exchange Visa Program and do not meet at least one of these criteria:
 - Have more than 25 full-time employees;
 - More than \$3 million in annual revenue

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PROFESSIONAL EXCHANGE PROGRAM

Host Company Application: Offer of Internship/Traineeship and Third-Party Agreement

This form, together with the completed form DS-7002, serves as a basis for completing the Certificate of Eligibility (form DS-2019) which the intern or trainee will need in order to apply for the J-1 Exchange Visitor Visa. The Exchange Visitor (“EV”) will keep these forms (DS-7002 and DS-2019) in their possession during their entire stay as documentation of the program.

Please complete this form typed and clearly fill in each of the requested fields. Please indicate “N/A” instead of leaving fields blank. Failure to include any information will delay processing.

Exchange Visitor Information		
	Last Name	First Name
	Email	Country of Origin

Host Company Information		
	Host Company Name	Company Website
	Street Address (no P.O. Box)	City State Zip Code
	Total # of Employees Companywide	# of Employees at Site of Activity
	# of Exchange Visitors at Site of Activity	Date Business Began
	Employer Identification Number (EIN)	
	Workers Compensation Insurance Policy Provider AND Policy Number	

The company has previously participated in the SUSCC J-1 Visa Program: Yes No

The company has a companywide annual revenue in USD of:

\$0-3 million
 \$3-10 million
 \$10-25 million
 \$25 million or more



Workers Compensation Exemption

If your organization/company does NOT require a Workers Compensation Insurance Policy under the laws of the state, you must submit a document explaining the exemption.

I will attach an official document.

Initial

Company Representative

(responsible for completing this form)

 Mr. Ms.

Full Name

Title

Telephone

Fax

Email

EV Direct Supervisor

 Mr. Ms.

Full Name

Title

Telephone

Fax

Email

Program Details

Department of Internship/Traineeship

Stipend Amount per Month (USD)

Site of Activity

Nearest Airport

Will the Exchange Visitor be paid on payroll and receive a W-2 form? Yes No

Will a contract or agreement be signed between the intern or trainee and the Host Company? Yes No

If yes, attach a copy of the signed document

Financial Arrangements

Please check the box if the Host Company will provide any of the following:

Housing USD
 Transportation USD
 Flight Expense USD
 Other USD
 Please describe:

All interns, trainees, and dependents must have the minimum coverage for the entire length of stay in the United States as outlined in our insurance regulations document. This coverage will include the dates of trainings as stated on the DS-2019. Insurance will be provided by:

Exchange Visitor Host Company

Personal Expenses

What means of transportation will be available for the intern or trainee's commute to the Host Company site of activity?

Subway Bus Walk Other

Do you advise the purchase/lease of an automobile? Yes No

Please provide a rough estimate of monthly transportation expenses: USD

Will the Host Company provide any assistance in finding housing for the intern or trainee?

Yes No If yes, please describe:

Please state a rough estimate of the monthly cost of room and board in the area the Exchange Visitor will be placed. *These figures are used to give your Exchange Visitor an idea of the cost of living around the site of activity.*

Room USD Board USD

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 Exchange Visitor’s Supervisor, Exchange Visitor, and SUSCC prior to the issuance of the DS-2019.

Form DS-7002 must follow these guidelines:

- Enter “First Name” and “Last Name” in the correct designated fields.
- All phases must include consecutive program dates.
- The DS-7002 must have high quality of content, detail, and personalized descriptions of the Exchange Visitor’s workplace and cultural activities.

Format for Intern

- 2 months up to 6 months: 1 phase
- 7-12 months: at least 2 phases

Format for Trainee

- 2 months up to 6 months: 1 phase
- 7-12 months: at least 2 phases
- 13-18 months: at least 3 phases

Authorization

This is to certify that (a) to the best of my knowledge, the foreign national named herein intends to enter the United States for the purpose of practical training and does not intend to abandon his/her nonimmigrant status; (b) it is not the intent of the training entity to assist the trainee assignment; and (c) it is understood that the trainee and any accompanying dependents enter the United States under the legal sponsorship of the SUSCC, and that any substantial change in the intern/trainee’s program, activities, plans or training location must be approved, in advance, by the SUSCC. Please retain a copy of this form for your records.

Company Representative’s Name (Print)

Company Representative’s Title

Company Representative’s Signature

Date (mm/dd/yyyy)

**PROFESSIONAL EXCHANGE PROGRAM
SPAIN-U.S. CHAMBER OF COMMERCE
THIRD PARTY AGREEMENT WITH HOST COMPANY**

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 this agreement.

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

1. The Spain-U.S. Chamber of Commerce (SUSCC) is a nonprofit organization authorized by the United States Department of State (DoS) to sponsor Program Participants under the J-1 Exchange Visitor Program.
2. The SUSCC is authorized by the U.S. Department of State to issue the Certificate of Eligibility DS-2019. This document allows Participants to obtain a J-1 visa at a U.S. Consulate.
3. The SUSCC does not support “unskilled occupations” (22 C.F.R. § 62.22, Appendix E) such as home health care, child care, door-to-door sales, telemarketing, gardening, ship and aircraft crew, teacher or teaching assistant, and in fine or performing arts and any position 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 after the Program end date, as long as this period is not used to continue the Program.
6. The SUSCC can withdraw sponsorship if any of the conditions of the Program are altered without the SUSCC’s advanced permission. If sponsorship is withdrawn, the Participant must leave the United States immediately.
7. The SUSCC has no influence on the actions of the U.S. Consulates. The SUSCC is not responsible and can neither help nor interfere with Consulate-related issues including visa processing time, Consulate appointments, or visa rejections.
8. The SUSCC 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 United States 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 SUSCC sponsorship is possible.
10. The SUSCC is not responsible for time lost of the DS-2019 should a Participant arrive in the U.S. later than the Program 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 SUSCC sponsorship.
12. The SUSCC reserves the right to deny sponsorship to any individual whom it does not deem appropriate or eligible for Program participation.

13. The SUSCC will not proceed with the issuance of the DS-2019 without signed and completed paperwork, including receipt of all SUSCC Program 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 SUSCC and SUSCC 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 to the Participant must be submitted with the Training/Internship Placement Plan to be approved by the SUSCC in advance of the issuance of the DS-2019.
3. The SUSCC must have on record a valid mailing and street address for the Host Company. Should this address change, the SUSCC must be informed and a new DS-2019 will be issued to the Participant.
4. 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.
5. Host Company must certify that the Exchange Visitor Program is not designed to recruit and train aliens for employment in the U.S. and that the Participant will not displace a full-time or part-time U.S. citizen equally qualified for the position.
6. Host Company must agree to assist in the cultural immersion of the Participant’s stay arranging for relevant American cultural activities throughout the Participant’s stay in the United States.
7. Host Company must affirm that the information submitted to the SUSCC 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 SUSCC.

8. Host Company will be required to allow the SUSCC the right to on-site visits of the Program location(s) where present or future Participants could be located, upon the request of the SUSCC.
9. The SUSCC reserves the right to withdraw sponsorship from any Participant whose Host Company does not comply with the SUSCC's Program regulations. Should any violation warrant the involvement of the Department of State (DoS), the SUSCC 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.
10. The SUSCC must be convinced of the reputation and integrity of the Host Company. All Host Companies may be screened and vetted by the SUSCC to provide the Participant with the best possible experience. Host Company must make every effort to respond to a disappointed Participant, without the Participant fearing retribution or retaliation.
11. Host Companies are not required to continue a Program which is not satisfactory to either supervisor or Participant. The SUSCC must be informed in writing about the premature conclusion of a Program. The Program will then be terminated, and Participant will be required to return to their home country.
12. Host Company must certify that sufficient equipment and training personnel will be dedicated to providing the specified experience to the Participant as per the DS-7002 Training/Internship Plan.
13. Host Company must agree to closely supervise Participant by means of regular meetings and progress reports.
14. Host Company must follow all IRS rules regarding salaries provided to a Participant. Participants are exempt from Federal Unemployment, Social Security, and Medicare. Participants must pay all Federal, State, and City income taxes.
15. Host Company must abide by all local and federal health, safety and employment laws, including having adequate Workers Compensation coverage, unless exempt by state law.
16. Please note that by rules 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 a) to identify itself as the official Host Company b) to recruit its own Interns/Trainees, and c) to place them on its own internal payroll.

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Section III: Responsibility of the SUSCC to the Host Company and Participant

1. The SUSCC must ensure to the DoS that adequate, qualified, and trained staff and sufficient support are available for the administration of an Exchange Visitor Program.
2. The SUSCC provides a dedicated contact number and email for Host Companies and Participants. Please check the contact information section below.
3. Once the DS-2019 has been issued, no refunds will be given on the Program fee. Once the application is submitted, but the DS-2019 has not been issued, the Program fee will be refunded minus a \$200 administrative fee.
4. The SUSCC will assure that Participants are covered by adequate health and accident insurance within the DoS guidelines. All appropriate measures have been taken to ensure that Participants without preexisting conditions and who do not engage in extreme or dangerous sports are covered. Policy descriptions are detailed on the SUSCC website.
5. Participants must be covered by insurance through the entire stay of the Program as stated on their DS-2019.
6. The SUSCC cannot assist Participants with insurance claims issues and does not have access to Participants medical records. Every attempt should be made to contact the insurance company directly before contacting the SUSCC. The SUSCC cannot be held liable for any unresolved claims or coverage issues.
7. The SUSCC will ensure that the Participant is provided with sufficient pre-arrival information and orientation regarding the culture and living conditions in the U.S. SUSCC will monitor each Participant's Program and will assist in the successful completion of the Program.

Contact Information:

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80 Broad St, Suite 2103

New York, NY 10004

I certify that the information 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 Host Company I represent will abide by all Department of State regulations and rules set forth by the SUSCC, I understand my failure to comply will result in termination of our participation in the Exchange Visitor Program. Further I understand my responsibilities as a J-1 Participant Host Company and the responsibilities of the SUSCC. Should there be problems or concerns regarding the Program or the Participant, I will contact the SUSCC for guidance.

Signature	<input type="text"/>
Date of Completion	<input type="text"/>
Authorization by (printed name)	<input type="text"/>
Company Name	<input type="text"/>



TRAINING/INTERNSHIP PLACEMENT PLAN

SECTION 1: ADDITIONAL EXCHANGE VISITOR INFORMATION

Trainee/Intern Name (Surname/Primary, Given Name(s) (must match passport name))		E-mail Address
Program Sponsor		Program Category
Occupational Category	Current Field of Study/Profession	Experience in Field (number of years)
Type of Degree or Certificate	Date Awarded (mm-dd-yyyy) or Expected	Training/Internship Dates (mm-dd-yyyy) From To

SECTION 2: HOST ORGANIZATION INFORMATION

Organization Name		Phase Site Address		Suite
City	State	ZIP Code	Website URL	
Employer ID Number (EIN)	Exchange Visitor Hours Per Week	Compensation Stipend <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, how much? _____ per _____ Non-Monetary Compensation <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, value? _____ per _____		
Workers' Compensation Policy <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Name of Carrier _____			Does your Workers' Compensation policy cover exchange Visitors? <input type="checkbox"/> Yes <input type="checkbox"/> No, exempt <input type="checkbox"/> No, but equivalent coverage	
Number of FT Employees Onsite at Location	Annual Revenue <input type="checkbox"/> \$0 to \$3 Million <input type="checkbox"/> \$3 Million to \$10 Million <input type="checkbox"/> \$10 Million to \$25 Million <input type="checkbox"/> \$25 Million or More			

SECTION 3: CERTIFICATIONS

Trainee/Intern - I certify that:

- I have reviewed, understand, and will follow this Training/Internship Placement Plan (T/IPP);
I am entering into this Exchange Visitor Program in order to participate as a Trainee or Intern as delineated in this T/IPP and not simply to engage in labor or work within the United States.
- I understand that the intent of the Exchange Visitor Program is to allow me to enhance my skills and gain exposure to U.S. culture and business in a way that will be useful to me when I return home upon completion of my program.
- I understand that my internship/training will take place only at the organization listed on this T/IPP and that working at another organization while on the Exchange Visitor Program is prohibited.
- I will contact the Sponsor at the earliest available opportunity regarding any concerns, changes in, or deviations from this T/IPP.
- I will respond in a timely way to all inquiries and monitoring activities of my sponsor.
- I will follow all of my sponsor's guidelines required for my participation in my program.
- I will contact the U.S. Department of State's Bureau of Educational and Cultural Affairs (ECA) at the earliest possible opportunity if I believe that my sponsor or supervisor (as set forth on page 3, section 4), is not providing me with a legitimate internship or training, as delineated on my T/IPP; and
- I declare and affirm under penalty of perjury that the statements and information made herein are true and correct to the best of my knowledge, information and belief. The law provides severe penalties for knowingly and willfully falsifying or concealing a material fact, or using any false document in the submission of this form.

Printed Name of Trainee/Intern _____ Date (mm-dd-yyyy) _____

Signature of Trainee/Intern _____

Sponsor-

1. I have reviewed, understand, and will ensure that the Supervisor (as set forth on page 3, section 4) follows this Training/Internship Placement Plan (T/IPP) regarding the Trainee or Intern listed above;
2. I will notify the designated U.S. Department of State's Bureau of Educational and Cultural Affairs (ECA) at the earliest available opportunity regarding any concerns about, changes in, or deviations from this Training/Internship Placement Plan (T/IPP), including, but not limited to, changes of Supervisor or host organization;
3. I will adhere to all applicable regulatory provisions that govern this program (see 22 CFR Part 62), including, but are not limited to, the following:
 - a. I will ensure that the Trainee or Intern named in this T/IPP receives continuous on-site supervision and mentoring by experienced and knowledgeable staff;
 - b. I have confirmed with the Supervisor or host organization representative that sufficient resources, plant, equipment, and trained personnel will be available to provide the specified training or internship program set forth in this T/IPP;
 - c. I will ensure that the Trainee or Intern named in this T/IPP obtains 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;
 - d. I will ensure that the Trainee or Intern named in this T/IPP does not displace full-or part-time temporary or permanent American workers or serve to fill a labor needed and ensure that the position that the Trainee or Intern fills exists primarily to assist the Trainee or Intern in achieving the objectives of his or her participation in this training or internship program;
 - e. I certify that this training or internship meets all of the requirements of the Fair Labor Standards Act, as amended (29 U.S.C. 201 et seq.). I also certify that training or internships in the field of agriculture meet all requirements of the Migrant and Seasonal Worker Protection Act, as amended (29 U.S.C. 1801 et seq.)
 - f. I will notify the Department of State if I receive information regarding a serious problem or controversy involving the Trainee or Intern named in this T/IPP that could be expected to bring the Department of State, the Exchange Visitor Program, or the Sponsor's exchange visitor program into notoriety or disrepute; and
 - g. I declare and affirm under penalty of perjury that the statements and information made herein are true and correct to the best of my knowledge, information and belief. The law provides severe penalties for knowingly and willfully falsifying or concealing a material fact, or using any false document in the submission of this form.

Signature of Responsible Officer or Alternate Responsible Officer _____

Printed Name of Responsible Officer or Alternate Responsible Officer _____ Date (mm-dd-yyyy) _____

Name of Sponsor Organization _____ Program Number _____

What plans are in place for the Trainee/Intern to participate in cultural activities while in the United States?

What specific knowledge, skills, or techniques will be learned?

How specifically will these knowledge, skills, or techniques be taught? Include specific tasks and activities (Interns) and/ or methodology of training and chronology/syllabus (*Trainees*).

How will the Trainee/Intern's acquisition of new skills and competencies be measured?

Additional Phase Remarks (*optional*)

Phase Supervisor - I certify that:

1. I have reviewed, understand, and will follow this Training/Internship Placement Plan (T/IPP);
2. I will contact the Sponsor at the earliest possible opportunity if I believe that the Trainee or Intern is not receiving the type of training delineated on this T/IPP;
3. I will actively support the Sponsor by adhering to all applicable regulatory provisions that govern this program (see 22 CFR Part 62);
4. The Trainee or Intern named in this T/IPP will not displace full-or part-time, seasonal or permanent American workers, or serve to fill a labor need;
5. I will conduct the required periodic evaluations of the Trainee or Intern named in this T/IPP;
6. I will notify the designated Sponsor contact at the earliest available opportunity regarding any concerns about, changes in, or deviations from this T/IPP.
7. I will notify the Sponsor in the event of an emergency involving the Trainee or Intern named in this T/IPP, as well as any information that I receive about the Trainee or Intern that might have an effect on that exchange visitor's health, safety, or welfare;
8. I will notify the Sponsor if I receive information regarding a serious problem or controversy involving the Trainee or Intern named in this T/IPP that could be expected to bring the Department of State, the Exchange Visitor Program, or the Sponsor's exchange visitor program into notoriety or disrepute;
9. I am participating in this Exchange Visitor Program in order to provide the Trainee or Intern named in this T/IPP with training or an internship as delineated in this T/IPP;
10. I certify that this training or internship meets all the requirements of the Fair Labor Standards Act, as amended (29 U.S.C. 201 et seq.) I also certify that training or internships in the field of agriculture meet all requirements of the Migrant and Seasonal Worker Protection Act, as amended (29 U.S.C. 1801 et seq.).
11. I declare and affirm under penalty of perjury that the statements and information made herein are true and correct to the best of my knowledge, information and belief. The law provides severe penalties for knowingly and willfully falsifying or concealing a material fact, or using any false document in the submission of this form.

Signature of Supervisor _____

Printed Name of Supervisor _____ Date (mm-dd-yyyy) _____

PRIVACY ACT STATEMENT

AUTHORITIES: The information is sought pursuant to Section 102 of the Mutual Educational and Cultural Exchange Act of 1961, as amended (*the Fulbright-Hays Act*)(22 U.S.C. 2452) which provides for the administration of the Exchange Visitor Program (*J visa*).

PURPOSE: The information solicited on this form will be used to provide clarity of training and intern programs offered by entities designated by the U.S. Department of State to conduct exchange visitor programs; for general statistical use; and to administer the Trainee and Intern categories of the Exchange Visitor Program.

ROUTINE USES: The information on this form may be shared with entities administering the program on behalf of the Department; federal, state, local, or foreign government entities for law enforcement purposes; to members of Congress in response to a request on your behalf . More information on the Routine Uses for the system can be found in the System of Records Notice State-08, Educational and Cultural Exchange Program Records.

DISCLOSURE: Participation in this program is voluntary; however, failure to provide the information may delay or prevent participation in the Exchange Visitor Program.

PAPER WORK REDUCTION ACT

Public reporting burden for this collection of information is estimated to average 2 hours per response, including time required for searching existing data sources, gathering the necessary documentation, providing the information and/or documents required, and reviewing the final collection. You do not have to supply this information unless this collection displays a currently valid OMB control number. If you have comments on the accuracy of this burden estimate and/or recommendations for reducing it, please send them to: ECA/EC, SA-4, U.S. Department of State, Washington, DC 20522.

Department of State Health Insurance Regulations

J-1 Visa Program

All Exchange Visitors and Dependents must have valid health insurance for the entire duration of their stay in the United States. Regardless of the insurance plan, it is incumbent upon the Host Company and the Exchange Visitor to verify that the selected coverage meets the Department of State minimum requirements:

1. Medical benefits of at least \$100,000 per accident or illness;
2. Repatriation of remains in the amount of \$25,000;
3. Expenses associated with the medical evacuation of Exchange Visitors to his/her home country in the amount of \$50,000; and
4. Deductibles not to exceed \$500 per accident or illness

The company providing the insurance must meet minimum rating requirements established by the Department of State:

- o A.M. Best rating of “A-” or above
- o Insurance Solvency International, Ltd (ISI) rating of “A-I” or above
- o McGraw Hill Financial/Standard & Poor’s Claims-Paying Ability rating of “A-” or above
- o Weiss Research, Inc. rating of “B+” or above

or

- o Alternatively, the sponsor may ascertain that the participant’s policy is backed by the full faith and credit of the government of the Exchange Visitor’s home country.

The Chamber recommends the following health insurance companies that meet the minimum requirements:

- o International Student Insurance (ISO) – J1 Exchange Plan (<https://www.isoa.org/>)
- o Insubuy: IMG Insurance – Patriot Exchange Program (<https://www.insubuy.com/>)
- o SevenCorners – Liaison Student Series (<https://www.sevencorners.com>)