# **Independent DocuSign Job Placement Agreement**

Sponsor Information	
Sponsor Address	Sponsor Support Email Address iwtsupport@intraxinc.com
600 California Street, 10th Floor	
San Francisco, CA 94108	Sponsor Support Phone Number
	1.888.224.0450

Participant Information	on		
<b>Exchange Visitor Name</b> Akhadjon Bokijanov			Exchange Visitor Intrax ID I-1313406
Program Start Date 05/25/2020	Program End Date 09/20/2020	<b>Birthdate</b> 05/18/2000	Gender  ☑ Male □ Female
SEVIS ID			
Email akhadjan37@mail.ru			

Employer Information		
Host Company Name Dare Devil's Pizzeria (Kill Devil Hills, NC	)	
Host Company Address 1112 S Virginia Dare Trl, Kill Devil Hills, NC, 27948, United States	Host Company Phone (252) 441-6330 Host Company Email Host Company Website (if available)	
	https://daredevilspizzeria.com/	7)
EIN (Employer ID Number/Federal Tax ID) 56-1570953	Workers Compensation Policy Number W26-D214465-02	Workers Compensation Policy Carrier

Position Details			
Position Title Prep cook		<b>Start Date</b> 05/25/2020	End Date 09/20/2020
	address where work will take place - Kill Devil Hills NC , 27948 , United Stat		ess a national park)
Position Description To do prep cook job like mak	sing doughnuts.		
Starting Hourly Pay Rate 12.00	Average Employment Hrs/Week 40	Pay Frequency Twice Monthly	Hourly Overtime Rate
Pay Notes		Tipped Position	Overtime Available
		Yes Mo	☐ Yes 🗹 No

# Position Supervisor Name William Golden Supervisor Role

Other Position Information	
Supplies Required	Estimated Supplies Cost

## Housing

Housing Provided By

#### Agreement

#### Sponsor Statement:

Intrax has contacted the employer by phone or in person to verify the employment offer and information in this agreement. As a designated J-1 visa sponsor for the U.S. Department of State regulated Summer Work Travel Program (22 C.F.R., Part 62), Intrax has approved this Job Placement Agreement and determined the participant is eligible to accept the employment offer. Continued sponsorship of the participant is dependent on adherence to the agreement made here between the employer and participant.

## Summer Work Travel Participant - I certify and agree to the following:

- Participants "must understand the cultural exchange-focus of the program, further accepting that their stipend
  or wages might not cover all of their expenses and that they should bring additional personal funds." [§ 62.9
  General obligations of sponsors. (3)]; Participants will "work in jobs that require minimal training and are
  seasonal or temporary in order to earn funds to help defray a portion of their expenses." [§62.32 Summer
  work travel, (b)]
- Participant acknowledges they have reviewed, understood and agreed to all the terms of this job agreement.
- Participant understands that Intrax may reject this job offer and therefore may not be allowed to begin
  employment with this company.
- Participant understands that, while they will always receive Intrax's support, they are responsible for securing housing on their own if it is not provided by the employer.
- Participant understands that neither the employer nor Intrax can guarantee the terms of this agreement and that their duties and responsibilities are subject to change according to the needs of the employer or other unforeseen circumstances.
- Participant agrees to hold the employer and Intrax harmless for any financial loss incurred by participant as a result of a change in terms of this agreement.
- Participant understands that either they or the employer may terminate the employment relationship at any
  time with or without prior notice according to applicable employment laws. Participant will make a good faith
  effort to provide employer with a full two-week notice prior to departing employment, barring any health,
  safety, or welfare concerns.
- Participant agrees to contact Intrax immediately if they are fired or if they plan to end their employment voluntarily.
- Participant agrees that they will not begin work at a new job until Intrax has approved the job placement and company.

Summer Work Travel Participant Signature	Date (mm/dd/yyyy)



Print Name

12/25/2019

#### Employer - I certify and agree to the following:

- By completing and signing this agreement, employer confirms that the participant named above has been offered seasonal employment with the company named above and that terms stated in this Job Placement Agreement are accurate to the best of their knowledge.
- Employer agrees to observe the goals, objectives, government regulations, and sponsor guidelines of the J-1 Summer Work Travel Exchange Visitor Program (22C.F.R. Part 62).
- Employer verifies that they are authorized to extend this offer of employment to the participant on behalf of the company stated above.
- Cultural Exchange is the main purpose of the J-1 Work and Travel program. Employer confirms that participants will have the opportunity to work alongside and interact regularly with U.S. citizens on the job.
- Employer agrees to arrange at least 1 cross-cultural activity for its participants.
- Confirms that the Host Company has not been recently sanctioned by the U.S. Department of Labor's Occupational Safety and Health Administration or Wage and Hour Division, as visible at http://ogesdw.dol.gov/. Employer agrees to notify Intrax promptly when a participant arrives at the worksite to begin the program, when there are any changes or deviations in the job placement, when participant is not meeting the requirements of the placement, when participant leaves the position ahead of the planned departure, or in the event of any emergency involving the participant or any situation that impacts the participants' welfare.
- Employer agrees not to employ participant in any of the following jobs or roles: adult entertainment, agriculture, Pedi cab, rolling chair, or door-to-door sales enterprise; and further, agrees that the position does not engage the participant in childcare, health/clinical care or domestic services of any kind, positions requiring investment of funds for inventory or that are substantially commission-based, require commercial driver's licenses, or any job that could bring notoriety or disrepute to the Exchange Visitor Program as well as any other jobs deemed inappropriate by Intrax

- Employer verifies that the position is available for the participant for the entire employment period stated herein although conditions of employment may change due to unavoidable circumstances beyond their control. Employer agrees to contact Intrax immediately in the event of any change of the terms of this agreement, if the participant leaves or is terminated from the position.
- Agrees to make good faith efforts to provide Participants with an average 32 hours a week of paid employment over the course of their program, as identified on their job offers and as agreed to when Intrax vetted the jobs.
- Employer understands that employment is limited to the dates listed on the participant's DS-2019 form and may not exceed a maximum of 4 months.
- Employer agrees to pay participant in accordance with minimum wage standards and not less than what is customary for US residents holding the same job. If minimum wage increases, employer agrees to adopt newest wages.
- Agrees to pay eligible Participants for overtime worked in accordance with applicable local, State or Federal law.
- Employer understands that participants on a J-1
   Visa are considered non-resident aliens who are
   not subject to Social Security (FICA), Medicare or
   Federal Unemployment (FUTA) withholding taxes
   (IRS Employer Tax Guide and Publication).
- Employer agrees to disclose all standard state and federal paycheck deductions and to obtain advance permission from the participant for additional payroll deductions or changes to deductions. Agrees to notify participants of deductions from wages, including those taken for housing and transportation prior to arrival.
- Employer understands that the participant is not an employee, agent or independent contractor of Intrax, and that Intrax does not exercise dominion or control over actions of the participants. Intrax is not responsible for any act or omission on the part of the participant. The Host Company also agrees that any decision regarding a Participant's program status will be made at the sole discretion of Intrax, which does make a good faith effort to take into account all parties' perspectives while ultimately

- or the State Department http://j1visa.state.gov/sponsors/current /regulations-compliance/. Employer understands that this list is not static and evolves with the program.
- Employer also confirms that they are not a staffing/ employment agency or a home-based business. A Staffing/employment agency is a U.S. business that hires individuals for the sole purpose of supplying workers to other businesses. Typically, the other businesses where workers are placed pay an hourly fee per employee to the staffing/employment agency, of which the worker receives a percentage. [§ 62.10 Definitions. General Provisions]
- "Employee. An individual who provides services or labor for an employer for wages or other remuneration. A third party, as defined in this section, or an independent contractor, as defined in 8 CFR 274a.1(j), is not an employee."[§ 62.2 Definitions]
- Employer agrees to not schedule participant for hours falling predominantly between the hours of 10pm-6am.
- Employer understands that Intrax is a U.S.
   Department of State designated sponsor of the
   Summer Work Travel J-Visa program and that
   Intrax may at any time remove sponsorship from
   any participant in the event of non-compliance with
   the program regulations.
- Employer agrees to comply with all Federal, State and Local laws regarding employment and occupational health and safety.

- being governed by the State Department's regulations on the program and keeping as paramount the health, safety, and welfare of Participants.
- Employer understands that Intrax does not guarantee visa approval, arrival date or departure date of the participant.
- Employer will indemnify and hold Intrax harmless against any claims, liability, damages, or costs incurred by reason of any act, error or omission of the employer or its agents.
- Employer will not displace U.S. workers and hire J-1 participants if they have experienced layoffs in the past 120 days or have workers on lockout or strike.
- Agrees to provide proof of workers' compensation insurance and business license as needed to demonstrate continued ability to host J-1 Participants. No Participant can receive visa support documents (DS-2019) until proof of workers' compensation insurance (i.e., policy's cover page and/or deck sheet) and business license are provided to Intrax.
- Employer affirms that this position is of a seasonal nature and is tied to a certain time of year by an event or pattern and requires labor levels above and beyond existing worker levels.
- Employer also affirms that, if the need is temporary, the duties are for a one-time occurrence, a peak load need, or an intermittent need.
- Employer Confirms that additional documentation is available to further support the seasonal/ temporary need of the business and that it will be provided to Intrax, as required.

Employer Signature	Date (mm/dd/yyyy)
DocuSigned by:	12/18/2019
Print Name and Title	