

## 2020 AHA All-Inclusive Research Service Agreement - 8.1 to 12 months

**THIS AGREEMENT** is made the **21st of June 2024** by and between **kia motors**, hereinafter called the 'Candidate' and International Trainee Network, hereinafter called the 'Service Provider'.

The Candidate understands that the J1 Visa Program offered, applied and controlled by the Service Provider and its affiliated US Department of State designated Visa Sponsor Organization is not a work or employment program but a structured and guided work-based career training program that provides on-the-job exposure to American techniques, methodologies and expertise and enhances the Intern's/Trainee's knowledge of American society and culture.

Furthermore, the Candidate understands that the Service Provider is a research company specialized in helping international students and young professionals either jump-start or consolidate their careers by finding them a Host Company in the U.S. where they can carry about a practical training within their field of expertise.

WITNESSETH, that the Candidate and the Service Provider for the considerations named agree as follows:

### ARTICLE 1 . SCOPE OF THE SERVICES

1.1. Provider's Services. The Service Provider will:

1. Evaluate and determine the Candidate's eligibility for the J-1 Program according to the U.S. Department of State's current regulations.
2. Evaluate the Candidate's English level.
3. Send the application package to be fully completed by the Candidate.
4. Reformat the Candidate's resume to the American standard.
5. Arrange interviews with potential Host Companies.
6. Prepare the Candidate for the interviews with potential Host Companies.
7. Negotiate the conditions of the training/internship: stipend, means of transportation and housing, if

provided by the Host Company.

8. Prepare Form DS-7002, "Training/Internship Placement Plan", according to the Host Company's specifications.
9. Complete and secure requisite signatures on Form DS-7002.
10. Prepare the Candidate's file to obtain the Form DS-2019, "Certificate of Eligibility for Exchange Visitor Status", which is a prerequisite for obtaining the J1 Visa.
11. Prepare the Candidate with regard to their interview at the U.S. Embassy / U.S. Consulate.
12. Send the Candidate his/her medical insurance card valid for the duration of the DS-2019.
13. Assist the Candidate upon arrival by providing the "Candidate Arrival Package" with information regarding housing, Social Security, bank account, etc

1.2. Research of Host Company. The Service Provider will use its best effort to find an internship/training for the Candidate within twelve (12) weeks of receipt of the non-refundable registration fee as described in Article 4 below and all required documents.

1.3. Negotiation of Stipend. The Service Provider guarantees to negotiate with the Host Company a paid internship/traineeship,

1.4. Processing of DS Form. The Service Provider will process and issue Form DS-7002, "Training/Internship Placement Plan" after the Candidate has:

- a. Been accepted by the Host Company; and
- b. Provided all necessary documents requested by the Service Provider; and
- c. Satisfied the fees as described in Article 4.

## **ARTICLE 2. CANDIDATE'S OBLIGATIONS AND RESPONSIBILITIES**

2.1. Candidate's Obligations. The Candidate agrees:

- a. To have passed all academic requirement and/or to have required work experiences and to be able to provide the Service Provider with all supportive documents for education and work experience stated on his/her resume.

- b. To attend all interviews, including telephonic or Skype interviews, at the pre-arranged time that have been organized by the Service Provider.
- c. To not decline more than two (2) interviews with potential Host Companies.
- d. To accept the position that was offered to him/her by a Host Company after a successful interview. The Candidate understands that he/she needs to do research about the Host Company before accepting an interview, once the Candidate has accepted to interview with a Host Company, he/she has to accept the position if the interview is successful. Declining of the offer and the position after a successful interview will be subject to an administrative fee as described in Article 5.1.
- e. To provide all necessary/requested documentation in a timely manner.
- f. To submit payment of the program fees in a timely manner (The due date will be indicated on an invoice)
- g. To secure his/her housing before arrival in the United States unless provided by the Host Company for the duration of the intern/trainee's stay in the USA.
- h. To study the medical insurance brochures provided by the Service Provider and examine medical insurance coverage before arrival. Pre-existing conditions that might affect his/her internship/traineeship must be disclosed in below Article 6.6.
- i. To observe and respect the American culture and comply with all laws and regulations of the USA (included but not limited to all laws in relation to the Exchange Visitor Program) as well as the Host Company's internal regulations.
- j. To perform his/her duties during his/her training period at a high standard and with all due skills, care and attention with regard to the level of the knowledge, experience or education the Candidate has represented to the Service Provider he or she possesses.

## 2.2. Candidate's Responsibilities. The Candidate is responsible and liable for:

- a. All transportation costs to, from and within the USA.
- b. All of his/her living expenses such as food, transportation and housing unless provided by the Host Company for the duration of the intern/trainee's stay in the USA.

- c. All medical expenses and bills except the medical insurance provided by the Sponsor Organization.
- d. Reading all emails, documents, agreements, informational handouts and guidebooks provided to the Candidate by the Service Provider and/or its affiliated Sponsor Organization.

## ARTICLE 3. TERMS OF THE AGREEMENT

3.1 Commencement of the Agreement. This Agreement will commence when the Service Provider receives from the Candidate a full payment of the registration fees as described in Article 4 below.

3.2. Termination of the Agreement. This Agreement will end on the Internship/Training Program termination date or as otherwise terminated in accordance with the provisions of this Agreement.

## ARTICLE 4. FEES

4.1. Fee Structure. The fee structure is as follows:

|                         | <b>Description</b>   |   | <b>Amount</b>  |
|-------------------------|--|---|----------------|
| <b>Registration Fee</b> | It is non-refundable and non-applicable to the Program Fee. It covers the Service Provider's administrative costs to start the research for a Host Company on behalf of the Candidate. |   | 50.00<br>USD   |
| <b>Program Fee</b>      | <b>Full Payment Option</b>   | It covers the services described in Article 1.1 and the medical insurance and DS Forms for the duration of the program. | 2200.00<br>USD |

|   |  |                       |
|---|--|-----------------------|
| <b>Installment<br/>Payment<br/>Option</b> | The<br>Candidate will<br>pay the initial<br>deposit for the<br>program<br>before arrival<br>It covers the<br>services<br>described in<br>Article 1.1 | \$100 every two weeks |
|---|--|-----------------------|

The Candidate will remit payment every two weeks upon arrival for the duration of the program stated on his/her DS 2019. The Candidate will have to set up an automated payment through his/her American debit/credit card upon arrival in the United States.

The Candidate must understand and agree that if he/she stops payment, he/she will be terminated from the J1 Program and will have to return to his/her home country

4.2 Excluded Fees. The Embassy fee and the SEVIS fee required to train in the United States are not included in the above indicated fee. The Embassy fee will be paid by the Candidate directly to the Embassy. The SEVIS fee will be collected by the Service Provider with the above program fee. The SEVIS fee will be submitted to U.S. Immigration and Customs Enforcement to create the Candidate's profile on the SEVIS system upon the process of the Form DS 7002 and no refund will be issued once the SEVIS fee is submitted to U.S. Immigration and Customs Enforcement.

## **ARTICLE 5. REFUND POLICY**

5.1 Withdrawal After Placement is confirmed. If the Candidate cancels the placement or withdraws from the program due to any reason after a successful interview with the Host Company and receipt of the notification the Candidate will be entitled to a refund of the program fee minus Five Hundred and Ninety-Five US Dollars (595.00 USD) which will be withheld and account for the administrative fees of the Service Provider and the Sponsor Organization. If the Candidate fails to satisfy the pre-arrival liabilities described in Article 2 and/or if the Candidate is unable to continue the program due to any academic reasons attributable to the Candidate, it shall be deemed as a withdrawal by the Candidate and the administrative fees will be billed. The refund will be processed within 30 days after receipt of the refund request.

5.2 Withdrawal After Issuance of Form DS-7002. If the Candidate cancels the placement or withdraws from the program due to any reason after the issuance of Form DS-7002 with the SEVIS number, the Candidate will not be entitled to any refund. If the Candidate fails to satisfy the pre-arrival liabilities described in Article 2 and/or if the Candidate is unable to continue the program due to any academic reasons attributable to the Candidate, it shall be deemed as a withdrawal by the Candidate.

5.3 Embassy/Consulate Denial. In case of a visa denial at the US Embassy, the Candidate must inform the Service Provider within 3 business days of denial and return the original Form DS-2019 and proof of denial from the Embassy or Consulate within 10 business days from the date of denial in order to be eligible to refunds. The Candidate will be entitled to a refund of the program fee minus Five Hundred and Ninety-Five US Dollars (595.00 USD) which will be withheld and account for the administrative fees of the Service Provider and the Sponsor Organization. The refund will be processed within 30 days after receipt of the refund request.

No refund will be issued if the documents are returned after the stipulated deadline or if the documents are not returned to the Service Provider.

5.4. Embassy/Consulate Delays. ITN cannot not be held financially responsible for any delays at the US Embassy/Consulate level that are beyond ITN's control. These delays include but are not limited to: visa denial, lack of availability for an appointment at local US Embassy/Consulate and cancellation of schedule by the Embassy/Consulate that may sometimes result in shorter programs. In such a case, ITN will not refund any amount for any loss of program time.

5.5 Cancellation by the Host Company. If the Host Company cancels the placement or withdraws from the program prior to the start date of the Candidate's program stated on Form DS 7002/2019, the Service Provider will, to its best efforts, try to relocate the Candidate with another Host Company. If the Candidate declines another interview with potential Host Companies for a re-placement or withdraws from the program after accepted for a re-placement with another Host Company, the Candidate will be entitled to a refund of the program fee minus Five Hundred and Ninety-Five US Dollars (595.00 USD) which will be withheld and account for the administrative costs of the Service Provider and the Sponsor Organization. The refund will be processed within 30 days after receipt of the refund request.

5.6 Cancellation due to Ineligibility. If the Candidate is found to be ineligible after placement due to incorrect information on his/her resume the Candidate will be entitled to a refund of the program fee minus Five Hundred and Ninety-Five US Dollars (595.00 USD) which will be withheld and account for the administrative costs of the Service Provider and the Sponsor Organization. The refund will be processed within 30 days after receipt of the refund request.

5.7 Cancellation by the Sponsor Organization. If the Sponsor Organization cancels the program before the start date of the Candidate's program which is stated on Form DS 7002/2019, the Service Provider will, to its best efforts, try to relocate the Candidate with another Host Company. If the Candidate declines another interview with potential Host Companies for a re-placement or withdraws from the program after accepted for a replacement with another Host Company, the Candidate will be entitled to a refund of the program fee minus Five Hundred and Ninety-Five US Dollars (595.00 USD) which will be withheld and account for the administrative costs of the Service Provider and the Sponsor Organization. The refund will be processed within 30 days after receipt of the refund request. If the Sponsor Organization determines the Candidate does not comply with the Rules and Regulations for the Exchange Visitor Program or standards by the Host Company and cancels the program after arrival the Candidate will not be entitled to any refund.



5.8 Cancellation After Arrival in the United States. If the Candidate withdraws from the program or is unable to continue the program due to any reason after arrival in the US or if the Candidate is laid off or fired by the Host Company, the Candidate will not be entitled to any refund.

5.9 Overstay. Upon application, Candidate must disclose illegal status of an immediate relative presently in the United States, if any. Should Candidate be denied a visa for failure to disclose to ITN that his/her immediate family members have overstayed a US visa, Candidate will not be entitled to any refund.

## **ARTICLE 6. OTHER TERMS**

6.1 The Candidate understands that the Service Provider can cancel his/her application if the Service Provider determines that the Candidate fails to pass the requirements and eligibility based on the rules and regulations by the Service Provider, the Sponsor Organization, or US Department of State.

6.2 If the Candidate changes the program or the program length after placement is confirmed, the fee for a late program change in the amount of two hundred fifty US Dollar (250 USD) will be charged.

6.3 Candidate understands that he/she is entitled to a minimum of 32 hours of training per week, however this number may increase based on the Host Company's discretion.

6.4 The length of the Internship/Trainee program agreed upon by the Host Company and the Candidate is based solely on the Candidate's performance reviewed by the Host Company and does not bind the Host Company to the full term as stipulated in the Training Plan if the Candidate does not meet the Host Company professional requirements or standards. The Candidate understands if the Host Company determines that the Candidates does not perform his/her duties properly and/or the Candidate does not comply strictly with the regulations, the Host Company has the right to terminate or fire the Candidate anytime during the Internship/Trainee program. In this case the Candidate will not be entitled to receive any refund.

6.5 If there was a need to make changes in the program dates or for any reason the Candidate needs a re-print of Form DS 7002 and/or Form DS 2019 once it has already been generated, administrative fees for a DS reprint and the cost of shipping and handling will apply. The Service Provider will process re-issuance upon receipt of the indicated fees.

6.6 If the Host Company goes out of business, files for bankruptcy, shuts down for any reason, or terminates or lays off the Candidate for lack of commercial activity, the Service Provider will assist the Candidate in finding a new Host Company; however, it is up to the Sponsor Organization to accept or deny the change of Host Company. The Service Provider cannot guarantee that a suitable new Host Company will be found within the grace period of thirty (30) days in observance of the Sponsor Organization's Rules and Regulations.

6.7 If the Candidate would like to extend his/her training period beyond the length of the original program, the Candidate is required to notify the Service Provider about the extension at least thirty (30) days before the end of the original Internship/Trainee program's period.

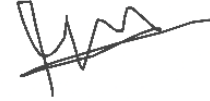
6.8 Candidate agrees to indemnify and hold harmless ITN, its officers and directors, employees and its affiliates and their respective successors and assigns and each other person, if any, who controls any thereof, against any loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses whatsoever reasonably incurred in investigating, preparing, or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or resulting from or in connection with the services contemplated by this agreement.

6.9 The Candidate confirms that he/she is fit to participate in a J1 program both physically and mentally and understands that an international training experience can be stressful and require participants to stand for up to 8 hours a day as well as lift objects up to 50 pounds (depending on the position). All pre-existing medical conditions must be made known to the Service Provider in writing at the time of application. Accommodations will be made whenever possible to allow the Candidate with non-serious medical conditions to apply. The Candidate understands the medical insurance provider does not cover pre-existing medical conditions and if the Candidate requires medical treatment for pre-existing conditions after arrival during the internship/trainee program, the Candidate will be responsible for all charges and fees related to treatment.

If the Candidate has any physical or mental condition which could affect your ability to participate in the program, please disclose it here:

**Candidate:** kia motors

**Signature:**



**Print Name:** kia motors

**Date:** Jun 21, 2024