

## ODYSSEY INTERNATIONAL CAMP TERMS AND CONDITIONS

Please read every section of this terms and conditions document and initial and sign where requested. If you have any questions regarding the contents, please contact Odyssey for clarification before signing.

### SECTION 1: PURPOSE OF THE PROGRAM

I understand that the purpose of the exchange visitor program being offered by Odyssey International Camp is to:

1. Promote international understanding by improving American knowledge of foreign cultures while enabling foreign participants to increase their knowledge of American culture. This is achieved by serving as a camp counselor, that is, having direct responsibility for supervision of groups of American youth and of activities at a summer camp.
2. To foster the exchange of culture ideas and information, allowing participants to return to their home country and share their experiences with their fellow citizens.

### SECTION 2: ROLE OF ODYSSEY AND PROGRAM SPONSORSHIP

1. I understand that Odyssey International Camp is a designated J-1 Camp Counselor program sponsor authorized to administer J-1 camp counselor programs. I acknowledge that Odyssey is primarily a cultural exchange organization and not an employment agency. Odyssey is responsible for my safety and well being and to ensure the rules and regulations of the program are followed. Odyssey ultimately has the authority to determine program violations and repercussions.

### SECTION 3: SERVICES PROVIDED BY ODYSSEY

1. Confirm participant's eligibility to participate in the requested J-1 Exchange Visitor Program according to the most updated program regulations.
2. Ensure the participant receives a job offer from their host camp which, at a minimum, discloses:
  - a. Duties and responsibilities relating to their service as a camp counselor;
  - b. Contractual obligations relating to their acceptance of a camp counselor position; and
  - c. Financial compensation for their service as a camp counselor.
3. Ensure participants receive the same pay and benefits as their American counterparts.
4. Provide J-1 participants with insurance that meets or exceeds the requirements outlined in 22 CFR 62 – Exchange Visitor Program, for the duration of their program.
5. Provide and applicant with a DS-2019 document, which they will need to apply for their J-1 Visa in their home country.
6. Pay the SEVIS Fee I-901 and send the participant a SEVIS receipt.
7. Provide candidates with J-1 sponsorship for the approved category in which they have applied, along with all mandatory roles and services of a designated sponsor as outlined in 22 CFR 62 – Exchange Visitor Program, for the duration of their program.
8. Create an exchange visitor profile in SEVIS on behalf of the participant.
9. Provide the participant with a detailed pre-departure orientation as well as orientation materials, including a Participant Handbook with useful information on assimilating into American society.
10. Provide 24 hour support through an Odyssey emergency hotline.
11. Constant communication and monitoring for the duration of the program.

### SECTION 4: CANDIDATE'S OBLIGATIONS

The Candidate agrees:

1. To comply with all academic and/or work experience requirements and submit to the Service Provider the corresponding supporting documents.

2. To attend all interviews, including telephonic or Skype interviews, at the pre-arranged time organized by the Service Provider.
3. To not decline more than two (2) interviews with potential Host Camps.
4. The Candidate understands that he/she needs to do research about the Host Camp before accepting an interview. Once the Candidate has accepted an interview with a Host Camp, 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 this agreement.
5. To provide all necessary/requested authentic/truthful documentation in a timely manner.
6. To submit payment of the program fees in a timely manner (The due date will be indicated on the payment invoice).
7. To secure his/her housing before arrival in the United States unless provided by the Host Company for the duration of the stay in the USA.
8. 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.
9. To perform his/her duties during the program, as described in Article 1 of this agreement, at a high standard and with all due skills, care and attention consistent with the level of the knowledge, experience or education which the Candidate has represented to the Service Provider and the Host Company.

## CANDIDATE'S RESPONSIBILITIES.

The Candidate is responsible and liable for:

1. All transportation costs to, from and within the USA.
2. All of his/her living expenses such as food, transportation and housing unless provided by the Host Camp for the duration of the stay in the USA.
3. All medical expenses and bills that are outside the coverage of the medical insurance.
4. Reading all emails, documents, agreements, informational handouts and guidebooks provided to the Candidate by the Service Provider

## SECTION 5: ELIGIBILITY

I verify that I meet the following requirements for the program I am applying for:

1. I am at least 18 years old.
2. I am a bona fide youth worker, student, teacher, or have specialized skills as determined by Odyssey.
3. I speak and understand English at an intermediate or advanced level. I understand that my English level will be assessed during a spoken interview with an ODYSSEY associate and through a written evaluation.
4. I will submit all required registration documents as outlined by Odyssey.
5. I will participate in cultural activities while living in the U.S. and will provide documentation of my participation to my sponsor.
6. I understand that Odyssey has final determination of my eligibility and may decline my application for any reason before the issuance of my DS-2019 document.

## SECTION 6: GENERAL TERMS AND CONDITIONS

1. I agree not to start my Camp Counselor Program prior to the start date on my DS-2019 form or work beyond the end date on my DS-2019 form. I understand that I must return home within 30 days after the end date on my DS-2019 form, and I may not work or earn money during that period.
2. I understand that I must check-in with Odyssey within 72 hours after arriving in the United States to activate my SEVIS account. Failure to do this within 10 days will automatically cancel my program.
3. I understand that if I do not comply with the rules, regulations and requirements set by Odyssey that Odyssey has the authority to terminate my program early and require me to return home immediately without a refund.
4. I will check my emails at least once every other day and respond to all messages from Odyssey.
5. I understand that I must complete a monthly check-in with Odyssey where I will update my status and send evidence of participation in cultural activities.

6. I agree to indemnify and hold harmless Odyssey, 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.
7. I will declare any known ailments, allergies or known medical history which could affect my ability to participate in the program or the position I was selected for.
8. I understand that I am not allowed to engage in any other activity for money for the duration of my J-1 program besides the duties and responsibilities outlined by my host camp. This includes second jobs for other companies. If I am caught working a second job, my program will be immediately terminated and I will be required to depart the country without a refund.
9. I agree that any photos, testimonials or videos I sent to Odyssey may be used in promotional and educational materials.
10. I will not attempt to change my visa status while in the United States. I understand that any future visa applications must be initiated from my home country and that Odyssey does not support change of visa status.
11. I understand that it is recognized that some non-counseling chores are an essential part of camp life for all counselors. This may include duties such as cleaning cabins or bathrooms, setting up events, helping with maintaining equipment, cleaning up after activities or events. However, this program is not intended to assist American camps in bringing in foreign nationals to serve as administrative personnel, cooks, or menial laborers, such as dishwashers or janitors. If I feel this requirement is not being followed, I will inform Odyssey.
12. I will participate in cultural activities while living in the U.S. and will provide documentation of my participation to my sponsor.
13. I understand that by signing a job offer, I am making a commitment to a U.S. summer camp. Failure to abide by the terms of the contract could result in early termination of my program. If I am terminated by my host, I may be required to return to my home country.

## SECTION 7: J-1 VISA APPLICATION

1. I understand that the J-1 Visa is a non-immigrant visa and that this program is not a way to obtain a permanent job in the U.S. or a way to immigrate. Further, I understand that I am expected to return to my home country at the conclusion of my program.
2. I have a valid passport that will not expire for at least six months after my program ends. I understand my DS-2019 Form is NOT a visa, but is required for my ability to participate in the program in the USA. I understand that I must take the DS-2019 Form and other required documents to the U.S. Embassy or Consulate to apply for a J-1 visa in my home country.
3. I understand that I cannot change my program dates once my DS-2019 has been issued unless authorized by ODYSSEY and a new DS-2019 is issued.
4. I understand that if I need to leave the United States during my program I must have prior authorization from ODYSSEY at least two weeks before my departure. Failure to do this will result in my inability to re-enter the country.
5. ODYSSEY is not responsible, nor does ODYSSEY have any influence as to whether the J-1 visa is approved at the US Embassy. Proof of eligibility to qualify for a J-1 visa lies solely with the applicant.
6. I understand that I may be subject to the Immigration and Nationality Act, Section 212(e), also referred to as the two-year home-country physical presence requirement. This may prevent me from applying for H, L or K visas for up to 2 years after the completion of my program, unless a waiver is granted.

## SECTION 8: INSURANCE

1. I understand that my insurance coverage begins on my program start date. The insurance coverage ends on the Program End Date as listed on my DS-2019.
2. I understand that I must have medical insurance for the duration of my program and I agree to accept the insurance policy provided to me by Odyssey.
3. I understand that I should always call the insurance provider before seeking medical attention to be pre-approved for procedures whenever possible. I understand that failure to be pre-approved could result in liability for unwanted

medical expenses.

4. I understand that I am responsible for all medical bills incurred during my program. Furthermore, I understand that Odyssey is not responsible for any bills I may incur.
5. I understand that the coverage provided to me by Odyssey is intended for emergency and urgent medical situations only. It is not intended for routine maintenance or check-ups.
6. I understand that my insurance does not cover any bills associated with pre-existing conditions. I agree to declare all pre-existing conditions to Odyssey before departing.
7. I understand that if I intend to stay in the United States past the end date of my program (to use the 30-day grace period), then it is my responsibility to arrange additional insurance coverage for this time.

## SECTION 9: EXPENSES

1. I understand that there is a fee required to participate in a J-1 program. The fees are required to provide the placement, DS-2019, medical insurance, orientation materials, 24/7 support and monitoring throughout my program.
2. I understand that I am responsible for additional expenses for services not included in the Odyssey Terms and Conditions. These include may housing, transportation, food and entertainment.
3. I understand that I must have access to at least \$700 upon entering the United States to cover living expenses before I receive my first stipend check which may take several weeks after arrival.
4. I understand that the purpose of my stipend from my host company is to assist in covering living expenses and not to make or save money. I also acknowledge that the stipend is not guaranteed to cover all living expenses.
5. I understand that the purpose of the Exchange Visitor program for which I am applying is not to work or earn money, but rather to experience American culture and work experience..
6. I understand that I may not engage in any other forms of paid work during my J-1 program besides that with the host camp listed on my DS-2019.
7. Program Costs Disclosure:

*The purpose of this table is to declare the varying costs of services provided to J-1 exchange visitors of Odyssey International Exchange and to ensure the programs remain transparent and accessible. It is not intended to be a commitment to pay for services.*

*\*If applicable*

| Service | Total Cost (USD) | Description of Service |
|---------|------------------|------------------------|
|---------|------------------|------------------------|

|   |               |   |
|---|---------------|---|
| Agent Fee*                                  | Varies        | Recruitment, screening, document translation, interview organization, placement, document collection, English evaluation, orientation, interview assistance, administrative costs.                                      |
| Odyssey Camp<br>Registration Fee            | \$40          | One time, nonrefundable fee for camp program registration.  |
| Sponsor Fee<br><i>Up to 4 Month Program</i> | \$295.00      | Application review and screening, pre-departure orientation materials, program vetting and approval, DS-2019 form & supporting documents, on-going monitoring of program experience, 24-hour support while in the U.S.  |
| Insurance                                   | \$50.00/month | All J-1 participants are required to have insurance for the duration of their programs. The insurance provided by Odyssey exceeds minimum program requirements.   |
| SEVIS Fee                                   | \$35.00       | Mandatory U.S. Government fee required to create and maintain an exchange visitor profile in the SEVIS system. This price includes a \$20.00 service fee to create the SEVIS profile on behalf of the exchange visitor. |

|                      |            |   |
|----------------------|------------|---|
| Visa Application Fee | \$160.00   | Mandatory fee to make a J-1 Visa appointment. Paid directly to the U.S. Government online.          |
| Site Visit*          | \$295.00   | Only required if host company does not meet minimum staffing or revenue requirements.               |
| Roundtrip Airfare    | \$1,200.00 | Estimated cost of airfare to and from the U.S.  |
| Arrival Funds        | \$700.00   | Minimum required personal funds all exchange visitors must have available upon arriving in the U.S. |

## SECTION 10: ARRIVAL AND ORIENTATION

1. I agree to review all orientation materials provided by Odyssey, specifically the ODYSSEY Pre-Departure Orientation and the Odyssey Participant Handbook.
2. Odyssey recommends that I do not arrive more than a week prior to the start date on my DS-2019 form and that I cannot begin my program until the start date on the form.
3. I understand that ODYSSEY does not recommend purchasing any non-refundable items or tickets before my visa is approved.
4. I agree to communicate my arrival information as soon as possible to Odyssey by following the instruction of the Arrival Check in email sent by Odyssey.
5. I understand that I **MUST** check-in with Odyssey within 72 hours after arriving. Failure to do so within 10 days after arriving will automatically terminate my program.

## SECTION 11: HOST CAMP

1. I understand that I can be terminated from my host camp for failing to comply with company policy. If I am terminated, I may be required to return home immediately without a refund. Odyssey will determine if a transfer to another host camp is appropriate.
2. I understand that some companies require drug tests. If I fail a drug test, I understand that I will be terminated and will need to leave the country according to Odyssey's instructions.
3. I understand that Odyssey does not encourage changing host camps and will only do so as a last resort. I will not leave my camp without first consulting Odyssey or my program will be cancelled. Odyssey has the sole discretion whether or not to approve a change of host company.
4. I understand that Odyssey is only available to enforce the rules and regulations of the J-1 program. Odyssey cannot interfere with personal issues or matters of hearsay.
5. Odyssey is not responsible for loss of stipend, location transfer costs or any other transportation or accommodation expenses incurred due to termination, placement cancellation or change of location.

6. I understand that no position can be guaranteed for the duration of a program as businesses sometimes go out of business or experience financial hardships which could result in layoffs. In this case, Odyssey will assist the participant to the best of its abilities to secure a new position. I understand that alternate positions may not be comparable to my original position in position, stipend or location.

## SECTION 12: REFUNDS

1. Registration Fee. Applicants enrolling in Odyssey's All-Inclusive program are required to pay a \$40.00 registration fee before Odyssey begins the process of matching them to a prospective host. Registration fees are non-refundable.
2. 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 that confirms his/her Placement, the Candidate will be entitled to a refund of the program fee minus One Hundred and Ninety Five US Dollars (195.00 USD) which will be withheld and account for the administrative fees of OIC. If the Candidate fails to satisfy the Pre-arrival Liabilities and/or if the Candidate is unable to continue the program due to any academic reason, such as course failure, 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.
3. Withdrawal After Placement is Confirmed due to COVID-19. If the Candidate cancels the placement or withdraws from the program due to COVID-19 after a successful interview with the Host Company and receipt of the notification that confirms his/her Placement, the Candidate will not be entitled to any refund. The Candidate will be re-placed at a new Host Company by OIC based on his/her preferences and eligibility requirements.
4. Withdrawal After Issuance of SEVIS number. If the Candidate cancels the placement or withdraws from the program due to any reason after the issuance of the SEVIS number, the Candidate will not be entitled to any refund. If the Candidate fails to satisfy the Pre-arrival Liabilities and/or if the Candidate is unable to continue the program due to any academic reasons, such as course failure, attributable to the Candidate, it shall be deemed as a withdrawal by the Candidate.
5. Withdrawal After Issuance of SEVIS number due to COVID-19. If the Candidate cancels the placement or withdraws from the program due to COVID-19 after the issuance of the SEVIS number, the Candidate will not be entitled to any refund. The Candidate will be re-placed at a new Host Company by OIC based on his/her preferences and eligibility requirements.
6. Embassy/Consulate Denial. In case of a visa denial at the US Embassy, the Candidate must inform OIC 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 for refunds. The Candidate will be entitled to a refund of the program fee minus One Hundred and Ninety Five US Dollars (195.00 USD) which will be withheld; and account for the administrative fees of OIC. 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 10 Business Days deadline or if the documents are not returned to OIC.
7. Cancellation by the Host Company Prior to DS-2019 Issuance. If the Host Company cancels the placement or withdraws from the program prior to the issuance of the DS-2019 document, The Candidate will be entitled to a refund of the program fee minus One Hundred and Ninety Five US Dollars (195.00 USD) which will be withheld; and account for the administrative fees of OIC. 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 10 Business Days deadline or if the documents are not returned to OIC.
8. Cancellation by the Host Company due to COVID-19. If the Host Company cancels the placement or withdraws from the program prior to the program start date for any reasons related to COVID-19, no refunds will be issued. Candidate may retain their fees as a credit towards another program. OIC will attempt to re-place the Candidate at a new Host Company based on his/her preferences and eligibility requirements.
9. 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.
10. Refusal of Interviews. If the Candidate refuses to interview with 2 or more potential Host Companies within the field of his preferences, the Candidate will be terminated from the program.

## SECTION 13: OTHER TERMS

1. The Candidate understands that the Service Provider may cancel his/her application if the Service Provider determines that the Candidate fails to pass the eligibility requirements based on the rules and regulations by the Service Provider and/or the Program Sponsor.
2. The length of the program agreed upon by the Host Company and the Candidate shall be contingent on the Candidate's performance as reviewed by the Host Company and does not bind the Host Company to the full duration if the Candidate does not meet the Host Company professional requirements or standards. The Candidate understands that if the Host Company determines that the Candidate 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. In which case, the Candidate will not be entitled to receive any refund.
3. 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, the Service Provider cannot guarantee that a suitable new Host Company will be found within a reasonable time with due consideration of the full program duration and/or validity of the J1 Visa.
4. Candidate agrees to indemnify and hold harmless Odyssey, 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.
5. The Candidate confirms that he/she is fit to participate in the Camp Counselor Program both physically and mentally, and understands that the experience can be stressful and may require participants to engage in physically strenuous activities. 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 applications from Candidates with non-serious medical conditions.

By signing below, I acknowledge that I have read and understood all sections of this terms and conditions document and agree to abide by its contents and instructions. (Please sign and date on the next page.)

**Candidate:** Nita Acc2



**Signature:**

**Print Name:** Nita Acc2

**Date:** Dec 06, 2023