

ODYSSEY INTERNATIONAL EXCHANGE 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 J-1 exchange program being offered by ODYSSEY is to:

1. Enhance the skills and expertise of exchange visitors in their academic or occupational fields through participation in structured and guided work-based training and internship programs and to improve participants' knowledge of American techniques, methodologies, and technology.
2. To increase participants' understanding of American culture and society and to enhance Americans' knowledge of foreign cultures and skills through an open interchange of ideas between participants and their American associates.
3. To foster the exchange of culture ideas and information, allowing participants to return to their home country and share their experiences with their countrymen.

SECTION 2: ROLE OF ODYSSEY AND PROGRAM SERVICES

I understand that ODYSSEY is a designated J-1 Intern and Trainee program sponsor authorized to administer J-1 internship and training 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.

1. Confirm participant's eligibility to participate in the requested J-1 Exchange Visitor Program according to the most updated program regulations.
2. Vet requested host companies to host J-1 exchange visitors according to the most updated program regulations.
3. Coordinate with the participant and host company to develop an approved Training and Internship Placement Plan (DS-7002).
4. Provide J-1 candidates who meet Odyssey's eligibility requirements with form DS-2019, Certificate of Eligibility. More details can be found in section 5 of this agreement.
5. 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 as listed on their DS-2019 document.
6. 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.
7. Create an exchange visitor profile in SEVIS on behalf of the participant.
8. 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.
9. Provide 24 hour support through an Odyssey emergency hotline.
10. Constant communication and monitoring for the duration of the program.

SECTION 3: 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 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.

3. I will participate in cultural activities while living in the U.S. and will provide documentation of my participation to my sponsor.

FOR INTERN APPLICANTS:

- a. I am currently enrolled in and pursuing studies at a degree-granting post-secondary academic institution outside the United States or graduated from such an institution no more than 12 months prior to my program start date.
- b. I have successfully completed at least one semester, or equivalent, of post-secondary academic study.

FOR TRAINEE APPLICANTS:

- c. I have graduated from a degree-granting post-secondary academic institution outside the United States more than one year prior to the desired start date of my J-1 exchange program AND I possess at least one year of relevant work experience in the industry in which I am applying for my J-1 exchange program OR I possess at least five (5) years of relevant work experience in the industry in which I am applying for my J-1 exchange program.

SECTION 4: GENERAL TERMS AND CONDITIONS

1. I agree not to start my Exchange Program prior to the start date on my DS-2019 form or intern/train 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 intern/train 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 provide feedback.
6. I understand that I am required to complete both a mid term and final evaluation as part of J-1 regulations. I will complete the evaluations when they are provided by ODYSSEY within 72 hours.
7. 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.
8. 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.
9. I understand that I am not allowed to engage in any other activity for money for the duration of my J-1 program besides what is included in my training plan (DS-7002).
10. I agree that any photos, testimonials or videos I sent to ODYSSEY may be used in promotional and educational materials.
11. 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.
12. 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.
13. I will participate in cultural activities while living in the U.S. and will provide documentation of my participation to my sponsor.
14. I understand that by signing a training contract, I am making a commitment to my host company. Failure to abide by the terms in the training contract (Form DS-7002) will result in early termination of my program.

SECTION 5: 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 to return home at the conclusion of my program in order to continue my studies and/or to pursue a career.

2. 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, such as the DS-7002 Training/Internship Placement Plan, 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 6: INSURANCE

1. I understand that Odyssey will provide me with medical insurance which meets or exceeds program requirements for the dates of my program 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 if I arrive before my program start date then it is my responsibility to arrange additional coverage for this time. Options will be provided by Odyssey.
4. 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.
5. I understand that Odyssey is not my insurance provider. Rather, Odyssey coordinates with insurance providers to ensure I have coverage.
6. 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.
7. 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.
8. 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.
9. 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 coverage for this time. Options will be provided by Odyssey.
10. I understand that any associated J-2 dependents associated with my exchange visitor program must also maintain insurance coverage which meets or exceeds program requirements.

SECTION 7: FINANCIAL VERIFICATION

1. I understand that there is a fee required to participate in a J-1 program. The fees are required to provide the 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 Candidate Agreement. These include housing, transportation, food and entertainment.
3. I understand that I must have access to at least \$1,500USD 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.
5. I agree to research my intended host city and determine whether I can afford to live there based on my projected monthly stipend and access to additional funds.

6. I understand that my monthly stipend may not be sufficient to cover all of my living expenses every month. Therefore, I need access to additional funds.
7. I understand that I may not engage in any other forms of paid work during my J-1 program besides those listed in my training plan (DS-7002) and only for the host company listed in my training plan, regardless of my monthly stipend.
8. 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 gain career training.
9. Fee disclosure:

<i>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</i>		
Service	Total Cost (USD)	Description of Service
International Trainee Network (ITN)	Price varies. Please check your ITN placement agreement.	Recruitment, English assessment, interview organization, placement at host organization, document collection, Training Plan development, orientation, embassy interview preparation, arrival package, administrative costs.
Sponsor Fee 1-5 Month Program	\$1,205.00	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.
Sponsor Fee 5.1-8 Month Program	\$1,295.00	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.
Sponsor Fee 8.1-12 Month Program	\$1,395.00	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.
Sponsor Fee 12.1 – 18 Month Program	\$1,610.00	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	\$240.00	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.
Courier Fee*	\$78.00	Cost to ship a DS-2019 document to the participant anywhere in the world.
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	\$1,500.00	Minimum required personal funds all exchange visitors must have available upon arriving in the U.S.

SECTION 8: ARRIVAL AND ORIENTATION

10. I agree to review all orientation materials provided by ODYSSEY, specifically the ODYSSEY Pre-Departure Orientation and the ODYSSEY Participant Handbook.
11. I understand that I cannot arrive more than a 30 days prior to the start date on my DS-2019 form and that I cannot begin my internship/training until the date on the form.
12. I understand that ODYSSEY does not recommend purchasing any non-refundable items or tickets before my visa is approved.
13. I agree to communicate my arrival information as soon as possible to ODYSSEY.
14. I understand that I MUST activate my SEVIS with ODYSSEY within 72 hours after arriving. Failure to do so within 10 days after arriving will automatically terminate my program.

SECTION 9: HOST COMPANY

1. I understand that I can be terminated from my host company for failing to comply with company policy. If I am terminated, I may be required to return home immediately without a refund.
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 the training plan (DS-7002) that I signed is a contract and guarantees both myself and my host company the terms and conditions included within.
4. I understand that I will receive a minimum of 32 hours of training per week and up to 40 hours. Any time trained over 40 hours per week requires overtime pay as applicable under employment laws in my host State.
I understand that ODYSSEY does not allow exchange visitors to request a change of host company and will only do so as a last resort if the current host is unable to provide appropriate training.
5. I will not abandon my training site 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.
6. I understand that ODYSSEY is available to enforce the rules and regulations of the J-1 program and the contents of the specific DS-7002 only. ODYSSEY cannot interfere with interpersonal issues or disputes not directly related to the exchange visitor program.
7. 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.
8. 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 10: HOUSING

1. I understand that it is my responsibility to secure accommodation for the duration of my stay in the United States.
2. All participants of the J-1 visa exchange program must have accommodation secured before arriving in the United States. We strongly suggest you secure permanent housing before arriving in the United States. If this is not possible, you must reserve accommodation for at least the first 3 days after your arrival.
3. Unless it is clearly expressed by Odyssey or your agent, please assume that housing is not provided by the host company. Do not arrive at your host company assuming they will provide housing or asking for assistance with finding housing.
4. It is common practice in the United States for property owners to request first and last months' rent as well as a security deposit equal to one month's rent in order to reserve and move into a rented apartment (total of 3 months' rent). Therefore, all applicants should have sufficient funds to cover these initial expenses which will vary depending on location.

SECTION 11: REFUNDS

1. **Withdrawal After Application is Submitted.** If an application is withdrawn from the program due to any reason after the application file and fees have been submitted, Participant will be entitled to a refund of the program fee minus Six Hundred and Ninety Five Dollars (\$695.00 USD) which will be withheld and account for the administrative costs of Odyssey. The refund will be processed within 30 days after receipt of the refund request.
2. **Withdrawal After Issuance of the DS-7002 Form.** If the application is canceled due to any reason after the issuance of the DS-7002 Form, Participant will not be entitled to any refund. A SEVIS number is generated at the same time as the DS-7002 is issued, meaning a profile has been created for the participant in SEVIS, though they will not have access to it until they have signed and returned their DS-7002.
3. **Withdrawal After Issuance of Form DS-7002 due to COVID-19.** If the Candidate withdraws from the program due to COVID-19 after the issuance of Form DS-7002 with the SEVIS number, the Candidate will not be entitled to any refund. The Candidate may delay their program and keep their payment as credit for a future program.
4. **Embassy/Consulate Denial.** In case of a visa denial at the US Embassy, Participant must inform Odyssey within 5 business days of denial and submit the following:

- a. A scanned picture of the candidate's DS-2019 with the word VOID written across the center in ink.
- b. A scanned copy of the denial letter from the Embassy proving the applicant was denied their visa.

Upon receipt of confirmation, Candidate's SEVIS profile will be cancelled and the DS-2019 will be unusable. The refund will be processed within 30 days after receipt of the required documentation and refund request. Participant will be entitled to a refund of the program fee minus Six Hundred and Ninety Five Dollars (\$695.00 USD) which will be withheld and account for the administrative costs of Odyssey.

5. **Embassy/Consulate Delays.** Odyssey International Exchange cannot not be held financially responsible for any delays at the US Embassy/Consulate level that are beyond Odyssey International Exchange'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, Odyssey International Exchange will not refund any amount for any loss of program time.
6. **Cancellation After Arrival in the United States.** If the program is cancelled after arrival in the US or the participant is laid off or fired by the American Host Company for any reason, including circumstances arising from COVID-19, Participant will not be entitled to any refund.
7. **Cancellation by the Host Company.** If the Host Company cancels or withdraws from the program after the issuance of the DS-7002 and before the start date of the Candidate's program, the Candidate will not be entitled to any refund. The Candidate may delay their program and keep their payment as credit for a future program.
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 start date of the Candidate's program stated on Form DS 7002/2019, the Candidate will not be entitled to any refund. The Candidate may delay their program and keep their payment as credit for a future program.
9. **Overstay.** Upon application, Candidate must disclose illegal status of any relative presently in the United States, if any. Similarly, candidate must disclose any previous overstay or similar U.S. Visa infractions to Odyssey at the time of application. Should Candidate be denied a visa for failure to disclose to Odyssey that his/her family members or the applicant themselves have previously overstayed a US visa or been cited for any visa or immigration related infraction, Candidate will not be entitled to any refund.

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. I understand that failure to comply with any of the points could result in the early termination of my program at ODYSSEY's discretion.

Full Name (Printed): _____

Signature: _____

Date: _____