

Research Service Agreement – Camp Counselor

THIS AGREEMENT is made the 2nd of March 2023 by and between Vira M4, hereinafter called the ‘Candidate’, and International Trainee Network hereinafter called the ‘Service Provider’.

The Candidate understands that the Service Provider is primarily a research company specialized in helping international students and young professionals consolidate their careers by finding them a Host Company under the Visitor Exchange Program. The program provides on-the-job exposure to American techniques, methodologies, and expertise and enhances the Candidate’s knowledge of American society and culture. Moreover, Service Provider is engaged in researching and providing opportunities for post-secondary students, youth workers, and teachers in the Visitor Exchange Camp Counselor Program, so they can share their culture and ideas with the people of the United States in camp settings throughout the country.

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

ARTICLE 1. THE CAMP COUNSELOR PROGRAM

The Camp Counselor Program enables post-secondary students, youth workers, and teachers to share their culture and ideas with the people of the United States in camp settings throughout the country. The participants are placed in camp counselor positions to essentially supervise camp activities and develop recreational plans. They generally work with children in residential summer camps or day camps. Their job duties include guiding teenagers and children in camping, swimming, hiking, and other outdoor pursuits. Counselors may organize camping trips, plan and schedule group activities, provide emotional support, greet new campers, and explain all the rules of the camp.

Other job responsibilities of camp counselors include the health and safety of their charges, and they lead campers in fire drills and emergency procedures. Camp counselors should also be prepared to work night and weekend hours because supervision of the campers is also needed during these times.

ARTICLE 2. SCOPE OF THE SERVICES

1. **Provider's Services.** The Service Provider will:
 - a. Evaluate and determine the Candidate's eligibility for the Camp Counselor Program.
 - b. Evaluate the Candidate's English level.
 - c. Send the application package to be fully completed by the Candidate.
 - d. Reformat the Candidate's resume to the American standard.
 - e. Arrange interviews with potential host companies, as required.
 - f. Prepare the Candidate for the interviews with potential host companies.
 - g. Negotiate the conditions for the duration of the program: pay and benefits, means of transportation, and housing, if provided by the Host Company.
 - h. Prepare the Job Offer according to the Host Company's specifications.
 - i. Assist the Candidate upon arrival by providing the "Candidate Arrival Guidebook" with information regarding housing, Social Security, bank account, etc.
 - j. Provide Candidates, prior to departure for the United States, with information on their duties and responsibilities as a camp counselor, contractual obligations relative to accepting a camp counselor position.
 - k. To provide medical insurance for the duration of the program.
 - l. Monitor Candidate throughout their stay and provide assistance as needed
2. **Research of Host Company.** The Service Provider will use its best effort to find host company placement for the Candidate within twelve (12) weeks of receipt of the required documents and the non-refundable registration fee as described in Article 5 of this agreement.
3. **Processing Time.** The Service Provider will issue a Job Offer after the Candidate has:
 - a. been accepted by the Host Company;
 - b. provided all necessary documents requested by the Service Provider; and
 - c. paid in full the Program fees as described in Article 5 below.

ARTICLE 3. CANDIDATE'S OBLIGATIONS AND RESPONSIBILITIES

1. **Candidate's Obligations.** The Candidate agrees:
 - a. To comply with all academic and/or work experience requirements and submit to the Service Provider the corresponding supporting documents.

- b. To attend all interviews, including telephonic or Skype interviews, at the pre-arranged time organized by the Service Provider.
 - c. To not decline more than two (2) interviews with potential Host Companies.
 - d. 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 6 of this agreement.
 - e. To provide all necessary/requested authentic/truthful documentation in a timely manner.
 - f. To submit payment of the program fees in a timely manner (The due date will be indicated on the payment invoice).
 - g. 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.
 - h. 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.
 - i. 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
2. **Candidate's Responsibilities.** The Candidate is responsible and liable for:
- a. All transportation costs too, 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 stay in the USA.
 - c. All medical expenses and bills that are outside the coverage of the medical insurance.
 - d. Reading all emails, documents, agreements, informational handouts, and guidebooks provided to the Candidate by the Service Provider

ARTICLE 4. TERMS OF THE AGREEMENT

1. **Commencement of the Agreement.** This Agreement will commence when the Service Provider receives from the Candidate a complete application package and full payment of the registration fees as described in Article 5 below.

2. **Termination of the Agreement.** This Agreement will end on the program termination date or as otherwise terminated in accordance with the provisions of this Agreement.

ARTICLE 5. FEES

1. **Fee Structure.** The fee structure is as follows:

	Description	Amount
Registration Fee	Non-refundable and non-applicable to the Program Fee. Due after program eligibility is confirmed and before interviews will be arranged with camps. Covers the Service Provider's administrative costs to start the research for a Host Company on behalf of the Candidate.	20.00 USD
Program Fee	The Program Fee covers all services outlined in section 2.1 of this agreement.	1175.00 USD
SEVIS Fee	The mandatory fee to create and maintain a unique exchange visitor profile in the SEVIS database. SEVIS fees are collected by Odyssey and are paid to the US government.	123.00USD

2. **Additional Costs.** Applicants will be responsible for the following:

- a. Embassy Fees: \$160.00 – Mandatory fees to reserve a visa appointment at the U.S. Embassy. Fees paid directly to the U.S. government at the time of visa interview reservation.
- b. Transportation costs, including all flights and airport transfers.
- c. Costs associated with participating in the program are not included in section 2.1 of this agreement.

ARTICLE 6. REFUND POLICY

1. **Registration Fee.** Applicants enrolling in Odyssey's All-Inclusive program are required to pay a \$20.00 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 Two Hundred and Twenty Five US Dollars (225.00 USD) which will be withheld and account for the administrative fees of ITN. 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 replaced at a new Host Company 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 replaced at a new Host Company 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 ITN 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 Two Hundred and Twenty Five US Dollars (225.00 USD) which will be withheld, and account for the administrative fees. 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.** If the Host Company cancels the placement or withdraws from the program prior to the start date of the Candidate's program stated on the Job Offer, ITN will, to its best efforts, try to relocate the Candidate to another Host Company. If the Candidate declines another interview with potential Host Companies for a re-placement or withdraws from the program after being accepted for a replacement with another Host Company, the Candidate will be entitled to a refund of the program fee minus Two Hundred and Twenty Five US Dollars (225.00 USD) which will be withheld and account for the administrative costs of OIC. The refund will be processed within 30 days after receipt of the refund request.
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. ITN 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.

ARTICLE 7. 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 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.
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.

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 in the United States, 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:

Service Provider: International Trainee Network

Candidate: Vira M4

Signature:

Signature:



Print Name:

Print Name: Vira M4

Date:

Date: Mar 02, 2023