

ODYSSEY INTERNATIONAL EXCHANGE TERMS AND CONDITIONS

INTERN PROGRAM

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.

INITIAL HERE:

SECTION 2: ROLE OF ODYSSEY AND PROGRAM SPONSORSHIP

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

INITIAL HERE:

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. Vet requested host companies to host J-1 Interns 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 from Partner 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.
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.

INITIAL HERE:

SECTION 4: ELIGIBILITY

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

- I am at least 18 years old.
- 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.
- I will participate in cultural activities while living in the U.S. and will provide documentation of my participation to my sponsor.
- 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.
- I have successfully completed at least one semester, or equivalent, of post-secondary academic study.

INITIAL HERE:

SECTION 5: GENERAL TERMS AND CONDITIONS

- I agree not to start my Intern 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.
- 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.
- 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.
- I will check my emails at least once every other day and respond to all messages from ODYSSEY.
- 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.
- 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.
- 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.
- 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.
- 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).
- I agree that any photos, testimonials or videos I sent to ODYSSEY may be used in promotional and educational materials.
- 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.

- 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.
- I will participate in cultural activities while living in the U.S. and will provide documentation of my participation to my sponsor.
- I understand that by signing a training contract, I am making a commitment to a host company. Failure to abide by the terms in the training contract (Form DS-7002) will result in early termination of my program.

INITIAL HERE: _____

SECTION 6: J-1 VISA APPLICATION

- 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.
- 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, 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.
- 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.
- 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.
- 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.

INITIAL HERE: _____

SECTION 7: INSURANCE

- I understand that my insurance coverage begins on the day I arrive in the United States or my program start date, whichever comes first. The insurance coverage ends on the Program End Date as listed on my DS-2019.
- I agree to send my arrival information to Odyssey as soon as my flight to the United States has been booked. I understand that Odyssey will begin my insurance coverage on the date of my arrival in the United States or my program start date, whichever comes first.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.

INITIAL HERE: _____

SECTION 8: EXPENSES

- 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.
- 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.
- 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.
- 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 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.

INITIAL HERE:

SECTION 9: ARRIVAL AND ORIENTATION

- I agree to review all orientation materials provided by ODYSSEY, specifically the ODYSSEY Pre-Departure Orientation and the ODYSSEY Participant Handbook.
- I understand that I cannot arrive more than a week prior to the start date on my DS-2019 form and that I cannot begin my internship/training until the date on the form.
- I understand that ODYSSEY does not recommend purchasing any non-refundable items or tickets before my visa is approved.
- I agree to communicate my arrival information as soon as possible to ODYSSEY.
- 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.

INITIAL HERE:

SECTION 10: HOST COMPANY

- 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. ODYSSEY will determine if a transfer to another host company is appropriate.
- 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.
- 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.
- 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 encourage changing host companies and will only do so as a last resort. 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.
- 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 can not interfere with personal issues or issues where it is unable to definitely give an answer.

- 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. ODYSSEY will assist with coordinating transportation and securing a new position on a case by case basis.
- 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.

INITIAL HERE:

SECTION 12: 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 Three Hundred and Twenty Five Dollars (\$325.00) 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. Embassy/Consulate Denial. In case of a visa denial at the US Embassy, Participant must inform Odyssey within 5 business days of denial and return the original DS-2019 Form and original proof of denial from the Embassy or Consulate within 30 business days from the date of denial to receive refunds. Refunds will not be issued if the documents are returned after the refund deadline. The refund will be processed within 30 days after receipt of the original denial documents and the refund request. No refund will be issued if the DS-2019 and the original denial documents from the Embassy or Consulate are not sent to Odyssey. Participant will be entitled to a refund of the program fee minus Three Hundred and Twenty Five Dollars (\$325.00) which will be withheld and account for the administrative costs of Odyssey.

4. 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, Participant will not be entitled to any refund.

5. Cancellation by the Host Company. If the Host Company cancels or withdraws from the program before the start date of the Candidate's program, Odyssey will, to its best efforts, try to relocate the Candidate with another Host Company. If Odyssey is unsuccessful and the application must be cancelled, Participant will be entitled to a refund of the program fee minus Three Hundred and Twenty Five Dollars (\$325.00) 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.

6. 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.

INITIAL HERE:

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: _____