



This is a legally binding agreement between **International Exchange of North America**, its partners and the Camp organization. The following Terms & Conditions outline the requirements for partnering with IENA under the US State Department J-1 Exchange Visitor program for the 2017 Camping season. These pages are a contractual confirmation to IENA of acceptance of the applicable Department of State regulations as well as IENA's program conditions. The 3 Adventures Camp Program is operated by **IENA**. This document is the agreement between the parties and cannot be altered without the written approval of all parties. The acceptance of an **IENA** applicant by the Employer shall constitute acceptance of this agreement by the Employer.

Section A: As the visa sponsor, IENA agrees to provide Exchange Visitors with:

- 1. Access to pre-summer preparation, including an interview, orientation, access to relevant literature and daily guidance and support.
- 2. Form DS-2019 and SEVIS receipt so that the Exchange Visitor may apply for a J-1 Visa for legal entry into the US.
- 3. Medical Insurance coverage matching the Exchange Visitors program dates, up to 120 days. (Exchange Visitors are expected to provide IENA with travel dates, which would then be included within the program dates. If the Exchange Visitor expects to be in the US for more than 120 days, s/he will be required to purchase additional insurance, or they will not be covered). This insurance is to be secondary to, and is not to replace, coverage under the Camp's Worker's Compensation and/or liability policies which shall take precedence.
- 4. Provide 24-hour emergency telephone assistance and support services in the US to Exchange Visitors and Camp.
- 5. Assistance with booking Embassy appointments (if needed).

Section B: As the employer, Camp agrees to:

- 1. Send each Exchange Visitor a contract/job offer, as well as Information pertaining to Camp rules, policies and the Exchange Visitors job responsibilities.
- 2. Make transportation arrangements directly with the Exchange Visitor. IENA can help facilitate this.
- 3. A method of contacting Camp upon the Exchange Visitors arrival in the USA.
- 4. Provide training/orientation to Exchange Visitors upon arrival at Camp.
- 5. Provide all Exchange Visitors with food, housing, bedding and uniforms (if required) at no additional cost for the duration of stay at Camp. The Camp must also provide laundry facilities or access to facilities to the Exchange Visitors.
- 6. Notify IENA of Exchange Visitors' arrival at Camp within two days to ensure compliance with the requirements of the State Department's SEVIS tracking system.
- 7. A minimum of 24 hours off per week. At least 12 hours should be consecutive and daylight hours, or in accordance with Camp policy, which may be more, but not less than IENA's program requirements. Give assistance and consideration to Exchange Visitors in regards to transportation issues on time off.
- 8. Abide by working conditions for support staff Exchange Visitors in which they may not work more than 10 hours per day and/or 60 hours per week. This is subject to change in order to comply with changes in Department of State regulations
- 9. Allow and make provisions for access to telephones and/or the internet (at the Exchange Visitor's expense if appropriate).
- 10. To pay Exchange Visitors, at minimum the amount specified on IENA's fee sheet. Salary/Pocket Money is based on the standard Camp contract season for 9 weeks (63 days). For additional days of work beyond the standard Camp contract, Camp must pay additional Pocket Money of \$39 per day or minimum wage as outlined by the State wage requirements for support staff work.
- 11. Exchange Visitors may not work in any jobs prohibited by visa regulations. Exchange Visitors may not change visa at any point during their employment (please contact IENA with nay questions regarding prohibited jobs).

Section C: Payment to IENA

- 1. The Camp agrees to pay IENA the fee for each Exchange Visitor according to the published 2017 fee sheet.
- Fees are payable in 2 installments: 50% of IENA fees are dues on or before June 1st 2017, Balance is due by August 1st 2017.
- 3. IENA will invoice your preferred E Mail address as outlined in your online profile.
- 4. A late payment charge will be assessed at a rate of 1.5% per month. Balances are due within 30 days of invoice date.
- 5. Part of the Camp fees include \$35 SEVIS fee. This is set by the Department of State, and is subject to increase at

any time. IENA reserves the right to change this fee should any changes be made to the fee by the US Department of State or other government agencies.

- 6. All Credit card transactions are subject to a 2.5% convenience fee.
- 7. Any cancellation of confirmed placements by the Camp will result in a \$400 administrative fee.
- 8. If Camp changes the arrival date for an Exchange Visitor after the s/he has purchased flight tickets, Camp will be responsible for all change and rebooking fees.
- 9. There will be a \$75 DS-2019 reprint fee if Camp changes contracted dates after the DS-2019 has been issued.
- 10. No refunds are offered for Returning or Direct Placement Exchange Visitor withdrawals once the DS-2019 has been issued.

Section D: Early Departures

- 1. Camp MUST notify IENA **immediately** if a problem arises with an Exchange Visitor on our program. Camp must notify IENA **before** an Exchange Visitor departs Camp property and provide the Exchange Visitor the opportunity to speak with IENA before their departure from Camp. Failure to do so will result in any pro-rated refunds being withheld by IENA.
- 2. Camp agrees to arrange safe transportation from Camp and a first night's lodging for any Exchange Visitor that leaves early.
- 3. If an Exchange Visitor leaves Camp before the end of their contracted dates, the Camp fee and Exchange Visitor pocket money will be prorated based on the number of days the Exchange Visitor was at the Camp. The prorated amount is calculated based on a 9 week contract. The Exchange Visitor will be responsible for the remaining balance of the Camp fee. Camp should withhold all pocket money until payment to the Exchange Visitor is approved by IENA.
- 4. IENA reserves the right to remove an Exchange Visitor from a Camp if there is evidence of a threat to the Exchange Visitors Health, Safety or Well-being or if the Camp is not compliant with J-1 visa rules and regulations. In such an instance, the Camp will not receive any refund of fees owed or paid to IENA.
- 5. No refunds are given whatsoever for early departure of Direct Placements or Returners.

Section E: Department of State Compliance:

- 1. Camp is responsible for validating Exchange Visitor arrivals with IENA, either through our online validation system or by phone/email.
- 2. Camp will allow Exchange Visitors to check in with IENA every 30 days via our online questionnaire.
- 3. Camp recognizes and understands that the Exchange Visitor Program is not solely a work program, but that it is a cultural exchange program in which the goal is for Exchange Visitors to experience American culture through their active participation with Campers and the Camp community.
- 4. Camp will provide IENA with the following documents: EIN/Tax ID number, a copy of the cover page of the Worker's Compensation Insurance, which covers the summer period, and Certificate of Business operation or 501c3 document for Non-Profit organizations.
- 5. Camp will compensate and pay all Exchange Visitors in accordance with Federal, State and Local Minimum Wage requirements.

The Camp understands that IENA shall not be liable for any personal bills or expenses incurred by Exchange Visitors whilst at Camp. The CAMP hereby releases, forever discharges and agrees to hold harmless, IENA, its directors, staff, employees, and its overseas partners from any and all liability claims or demands for injury loss, damage, action delay or expense incurred by the Camp or any of its personnel or Campers as a result of any action of Exchange Visitors. The Camp fully and completely waives and relinquishes all claims that they have against IENA, its employees and partner organizations, and releases them from any liability and legal expense incurred by the Camp resulting from any injury, loss or damage to any program Exchange Visitor during the Camp stay.

It is legal to hire and pay workers who do not have a Social Security Number but have proof they have applied for the card Will you hire and pay wages before a Social Security number/card has been issued? YES NO

It is required we collect the following information to demonstrate compliance with Department of State regulations. Please complete the required info below

Dept. of State Compliance

Are there any costs deducted from wages (please list)?

In accordance with the Fair Labor Standards Act, what is the total value of deductions?

Your name:	Title:
Signature:	EIN/Tax ID of Camp:
Summer contact phone number:	Winter contact phone number:
Camp Summer PHYSICAL address (Not PO Box, not address where packages get delivered). The physical address:	

The following documents MUST be included with this form:

- A copy of the business registration showing that the Camp is authorized to do business in the state where Exchange Visitor works.
- 2. Certificate of Workers' Compensation policy face page showing coverage for period of employment.