

# THE PASSPORT

## Work & Travel Services Limited

Address: Unit 8, 18 Balmoral Ave, Kingston

Website: [www.thepassportja.com](http://www.thepassportja.com)

Phone: 876-671-9392/876-440-3849

### **J-1 Camp Counselor Program Terms and Conditions - LifeTraveled**

The applicant agrees that all information provided at the time of registration and or in any other document provided to The Passport Work & Travel Services Limited and program sponsor is factual. Additionally, participants who present any false, fraudulent, or misleading document will be immediately dismissed from the program and charged a penalty of US\$150.

#### **SECTION 1: PURPOSE OF THE PROGRAM**

I understand that the purpose of the exchange visitor program being offered by The Passport Work and Travel Services Limited and Sponsor 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 SPONSOR AND PROGRAM SPONSORSHIP**

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

#### **SECTION 3: SERVICES PROVIDED BY SPONSOR**

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.
5. Provide an 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.

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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 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 Passport Work and Travel Services Limited the corresponding supporting documents. All fees must be paid in a timely manner to be considered for the program.
2. To attend all interviews, including telephone interviews or Skype/Google Meet interviews, at the pre-arranged time organized by The Passport Work and Travel Services Limited and Sponsor.
3. To not decline more than two (2) interviews with potential Host Camps. Ensure to notify the Passport of ALL interview schedules.
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. The Candidate understands that The Passport Work and Travel Services Limited does not have control over decisions on placement or can confirm any placement with Host Camp. The Candidate have the option to withdraw from the program at any time while accepting the refund clause or remain with their application for next available placement or program intake.
6. To provide all necessary/requested authentic/truthful documentation in a timely manner or there will be consequences.
7. To submit payment of the program fees in a timely manner (The due date will be indicated on the payment invoice or email notification).
8. 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.
9. 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.
10. 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.

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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 Passport Work and Travel Services Limited and Sponsor.

### **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 certified youth worker (that is actively working with children), student, teacher, or have specialized skills as determined by Sponsor (which is based on need).
3. I speak and understand English at an intermediate or advanced level. I understand that my English level will be assessed during a scheduled interview with The Passport Work and Travel Services Limited associate and through a written evaluation.
4. I will submit all required registration documents as outlined by The Passport Work and Travel Services Limited and Sponsor.
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 Sponsor has the final decision 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 Sponsor 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 Sponsor that the Sponsor 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 the Sponsor.
5. I understand that I must complete a monthly check-in with Sponsor where I will update my status and send evidence of participation in cultural activities.
6. I agree to protect and hold the Sponsor harmless, its officers and directors, employees and its affiliates and their respective successors, assigns, and any other controlling persons, against any loss, liability, claim, damage, and expense of any kind (including, but not limited to, all reasonable expenses incurred in investigating, preparing for, or defending against any litigation initiated or threatened, or any claim whatsoever) arising from or related to the services contemplated by this agreement.
7. I will declare any known medical history which would affect my ability to participate in the program or the position I was selected for.
8. I understand that I may not be 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, without permission, my program will be immediately terminated, and I will be required to depart the country without a refund.

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9. I agree that any photos, testimonials or videos I sent to The Passport Work and Travel Services Limited and Sponsor may be used in promotional 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 Sponsor 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 Sponsor.
12. 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 Sponsor and a new DS-2019 is issued at an additional cost.
4. I understand that if I need to leave the United States during my program, I must have prior authorization from Sponsor at least two weeks before my departure. Failure to do this will result in my inability to re-enter the country.
5. Neither the Sponsor is not responsible nor The Passport Work and Travel Services Limited 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 Sponsor.

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3. I understand that I should always call the insurance provider before seeking medical attention to be preapproved 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 that are not covered under the provided insurance. Furthermore, I understand that the Sponsor is not liable for any expenses I may incur.
5. I understand that the coverage provided to me by Sponsor 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 Sponsor 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 Sponsor Terms and Conditions. These include 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. Program Costs Disclosure: Applicants are first expected to pay the **Agent Registration Fee of \$2,500JMD**. The program fee is **Agent Fee + Sponsor Application Fee = \$495USD. (Please note there is no program placement fee, this is paid by the employer)**

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Service	Cost	Description of Services
Agent Registration Fee	\$2,500 JMD	One-time, non-refundable fee for J-1 US Camp Counselor Program Registration Form.
Agent Fee	\$300 USD	Administrative costs: Recruitment, screening, document translation, interview organization, document collection, English evaluation, orientation, interview assistance.
Sponsor Application Fee	\$195 USD	Application review and screening, pre-departure orientation materials, program vetting and approval, DS2019 form & supporting documents, on-going monitoring of program experience, 24-hour support. While in the U.S.
Placement Program Fee (Paid by Host Camp)	\$1,450 USD	Program fee which includes housing, meals and medical insurance.

Once placement has been completed, there are additional fees throughout the program process. Please see the below:

SEVIS Fee	\$35 USD	Mandatory fee to make a J-1 Visa appointment. Paid directly to the U.S. Government online.
Roundtrip Airfare	\$500 USD - \$800 USD	Estimated cost of airfare to and from the U.S.
Arrival Funds	\$1000 USD	Minimum required personal funds all exchange visitors must have available upon arriving in the U.S.
USA Visa Fee	\$185 USD	This will be required to be paid to the US Embassy.
Late Fee	\$150 USD	Late application submission (past 30 days from placement confirmation)

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Re-issue of DS 2019	\$100 USD	Re-issue DS-2019 Due to Loss or Inaccurate Information
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### **SECTION 10: ARRIVAL AND ORIENTATION**

1. I agree to review all orientation materials provided by Sponsor, specifically the Sponsor Pre Departure Orientation and the Sponsor Participant Handbook.
2. Sponsor 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 Sponsor 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 Sponsor by following the instructions of the Arrival Check in email sent by Sponsor.
5. I understand that I MUST check-in with Sponsor 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. Sponsor 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 Sponsor's instructions.
3. I understand that Sponsor does not encourage changing host camps and will only do so as a last resort. I will not leave my camp without first consulting Sponsor or my program will be canceled. The Sponsor has the sole discretion whether or not to approve a change of host company.
4. I understand that Sponsor is only available to enforce the rules and regulations of the J-1 program. The Sponsor cannot interfere with personal issues or matters of hearsay.
5. The Sponsor 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, Sponsor 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.

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### **SECTION 12: REFUNDS**

1. Agent Registration Fee of \$2,500JMD is non-refundable.
2. Cancellations:
  - A. CFA = Cancellation Full-Application. Exchange Visitor was canceled after DS2019 was issued. Visa documents and placement have been confirmed and delivered. No refund will be processed.
  - B. CBD = Cancellation before documents have been delivered to the Exchange Visitor. No refund will be processed.
  - C. CVD = Cancellation Visa Denied. Exchange Visitor had the visa denied. The refund request along with all the supporting documents proving the denial needs to be submitted to Sponsor within 5 days of denial. Paperwork needs to be sent by registered mail. A refund of \$145USD will be issued. If the paperwork is not received by the requested time, Sponsor and Agency reserves the right to deny a refund.
  - D. CUJ = Cancellation unverifiable placement. Exchange Visitor provides a placement offer that is not verifiable. A refund of \$145USD will be issued.
  - E. CMC = Cancellation due to medical condition, no refunds will be issued.
3. SEVIS Fee of \$35USD, this fee will be charged when your DS-2019 has been ordered from the US Department of State or when your non-refundable SEVIS fee has been paid to the US Department of State. This fee is non-refundable once paid to the US Department of State.

All refunds will be processed within 12 weeks of receiving the request, based on receiving the refund requests in a timely manner. No refunds will be processed if The Passport work and Travel Services Limited and Sponsor does not receive a cancellation form and accompanying form DS-2019 within 5 days of the cancellation. There will be a \$10usd fee for any refunds made outside Non-VMBS accounts.

### **SECTION 13: OTHER TERMS**

1. The Candidate understands that The Passport Work and Travel Services Limited may cancel his/her application if The Passport Work and Travel Services Limited determines that the Candidate fails to pass the eligibility requirements based on the rules and regulations by The Passport Work and Travel Services Limited and/or the Program Sponsor. It is the client responsibility to ensure they meet the requirements, no issues of refunds will be issued if application were not successful. Application will not be processed without the requirements being met.
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.



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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. I agree to protect and hold the Sponsor harmless, 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, reasonably incurred while investigating, preparing, or defending against any litigations, threats or any other types of claims) arising from or related to the services outlined in this agreement.

5. The Candidate confirms that they are physically and mentally fit to participate in the Camp Counselor Program and acknowledges that the experience can be stressful and may involve physically demanding activities. All pre-existing medical conditions must be disclosed to the Service Provider in writing at the time of application. Accommodations will be made whenever possible for 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.)

Full Name (Printed): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Note: You may also be asked to sign the terms & conditions of Sponsor, note however that this agent partner terms and conditions have combined both documents for client visibility**