

“Camp Leaders” (referred to as CL) is a cultural exchange program administered by Smaller Earth Ltd (referred to as ‘Smaller Earth’), 1200 High Ridge Road, Stamford, CT, 06905, USA, in conjunction with our US Department of State designated visa sponsors, ‘Cultural Homestay International’, ‘Cultural Exchange Network’ and ‘United Studies’. Smaller Earth is not a temporary employment agency and should not be regarded as such. Participants who Smaller Earth find a position for are referred to as an “FT” (First time participants). First time participants who find their own position are referred to as a “DP” (Direct Placement). Participants who have previously worked in the US on a J-1 visa and who already have a position arranged are referred to as a “Returnee”.

1) Fees & Application

1) FT and DP Participants:

The program fees for FT and DP participants are **420 Euros** if Skype interview is conducted prior 1st January 2016 and **490 Euros** if Skype interview is conducted on or after 1st January 2016.

a) This fee shall be payable by way of:

- i. An application fee of €30, due before your interview takes place, and
- ii. A first instalment of €200, due within 14 days of your acceptance to the program, and
- iii. A second instalment of €190 or €260 (depending on the total program fees), due within 10 days of your placement confirmation.
- iv. An additional fee is paid to Smaller Earth on your behalf, by the camp at which you are placed, for administration costs in the USA.

“Acceptance” means the date your online profile is moved from the ‘Deposit Paid’ stage to the ‘Accepted’ stage.

“Placement confirmation” means the date your online profile is moved from ‘Ready to Hire’ stage to ‘Confirmed’ or ‘Placed’ stage.

- b) DP applicants who have their Skype interview prior to 1st January 2016 will receive a €100 discount from the program fee.
- c) An additional expediting fee of 50 Euros will apply to all FT applicants booking an interview after 15th March 2016. This expediting fee will be added to the first instalment of the total program fees.

Returnee Participants

The program fees for Returnee participants are **350 Euros**.

- d) This fee is due before your application is put ‘On Review’ with your camp.
- e) This fee is to be **paid by the person applying for the program** and only refundable as set out in the ‘Refund and Cancellation Policy’ section below.
- f) An additional expediting fee of €50 will apply to all applicants ‘placed’ on or after 1st March 2016. ‘Placed’ means the date you have submitted **all** required documents and monies and your online profile ‘placement status’ is changed to ‘placed’.

2) Additional Costs: Participating in the program **will incur additional costs** for services completed by third parties. Fees are set at the discretion of the third party who completes that service and may vary through the season. These additional fees may include (but are not limited to):

- **Transatlantic return flight to and from the USA**
- Police check (see ‘Criminal Background Check’ section below for more details).
- Fees for Medical form - this may **not** incur a fee. Charges are at the discretion of your physician.
- US Embassy J-1 visa appointment/postal booking fee (see ‘J-1 Visa Application Process’ section below).
- Any travel expenses to the US Embassy/Consulate.
- Travel expenses to interview and to Preparation Day (FT and DP participants only).
- Onward travel costs from US port of entry to your placement location.

You agree to pay these additional fees as they arise. Failure on your part to do this will result in your application being withdrawn from the program.

3) Once you have paid the program fees you will be entitled to:

- Customer service and support with your application whilst in your home country.
- DS2019 form & SEVIS fee receipt (required for J-1 visa application), provided by our US Department of State designated visa sponsor, unless you hold a US Passport or a Green Card, in which case this is not needed.
- A J-1 visa (subject to approval by the US Department of State and the US Embassy) unless you hold a US Passport or a Green Card, in which case this is not needed.
- Our best efforts to secure you a summer placement in the US (see clause 8 below) subject to adherence to this program agreement, and Smaller Earth guidelines, and subject to full compliance with your contract with the camp at which you are placed (referred to as 'placement contract'), and full compliance with all US Department of State requirements for J-1 visa holders.
- Up to 90 days medical insurance (see 'Medical and Travel Insurance' section below).
- Emergency telephone support whilst in the US.
 - 24 hours a day 7 days a week (May 1 to September 30).
 - 9am – 5pm (EST) Mon-Fri (October 1 – April 30)

In addition FT and DP participants will be entitled to:

- An online Preparation Day (3 to 4 hours) prior to departure to the USA, for which attendance is **mandatory**.
- Support in respect of your onward travel arrangements from US airport to your placement location.

4) For your application to be complete and ready for you to fly to the USA, you must:

- a) Complete the online application form; and
- b) Accept this Program Agreement; and
- c) Provide all documents as detailed in the "Documents" section of your online profile including (but not limited to) references, passport copy, police check, medical form and placement contract; and
- d) Complete your online profile to '100% Complete' including (but not limited to) paying in full, verifying visa receipt, signing visa sponsor agreement, submitting travel information and requesting insurance.

5) All documents currently required can be found on your online profile. All documents must be submitted as follows (whichever is earliest):

- a. Within 60 days of your acceptance onto the program; or
- b. Within 14 days of your placement being 'confirmed'; or
- c. By 1st May 2016

Failure to submit all documents by the deadline may result in your withdrawal from the program, without refund, **OR** you will incur a charge of €50 to facilitate the additional administration required.

6) You must inform Smaller Earth of any changes in contact information, availability, health, criminal background, or any other pertinent changes regarding your application and ability to participate in the program. If any changes made after acceptance lead to placement becoming difficult or unlikely, Smaller Earth reserves the right to withdraw you from the program and any refund given will be at the absolute discretion of Smaller Earth.

7) You must inform Smaller Earth if you have any relatives living in the US. Failure to declare this information may have consequences on your J-1 visa application and thus, may result in your removal from the program and any previous payments will be forfeited.

- 8) Placement for FT participants may occur anytime between completion of the full application and 15th June 2016. Smaller Earth reserves the right to end all placements prior to 15th June 2016, but after 1st June 2016, should it be felt that a reasonable placement is no longer feasible. Placement means the date a camp confirms they want to hire you, at which point your online profile 'placement status' will change to 'confirmed'.
- 9) Even if Smaller Earth accepts your application there is no guarantee that a camp will offer you a position for the summer. A placement is based on the needs of the camp, your availability and your experience and skills.
- 10) You must be completely honest with Smaller Earth throughout the application process and all information contained on any form completed must be accurate. Any false, deceptive or withheld information on your application or documentation, or any behaviour (including that presented through your social media accounts) deemed by Smaller Earth as inappropriate or prejudicial, during, or after, your acceptance to the program may be grounds for immediate withdrawal from the program with, or without, refund of fees, all at the absolute discretion of Smaller Earth.
- 11) **It is agreed and understood that nothing in this agreement guarantees you a placement at a camp.**

2) Criminal Background Check

- 1) You are required to declare all current and spent (expired) arrests, cautions, warnings, reprimands and convictions in your application form. Smaller Earth will evaluate the nature of your offense and advise you whether or not you can proceed with your application.
- 2) Failure to provide honest, accurate information regarding your criminal background, may affect your participation on the program as well as your ability to obtain a J-1 visa.
- 3) An approved police check dated 1st September 2015 or later, is required to participate on the program. You must apply and pay for this certificate independently. Information on how to apply can be found in your Smaller Earth online account.
- 4) If your police check has an arrest, caution, warning, reprimand, or conviction listed
 - a. You may not be eligible to participate on the program.
 - b. If accepted onto the program, you may be required to attend a special visa appointment (VCU) at the US Embassy and will be required to contact the US Embassy directly to arrange this. Persons with criminal backgrounds face a higher risk of visa denial by the US Department of State. Please refer to the 'Refund and Cancellation Policy' section of this agreement for more details on applicable refunds in such circumstances.
 - c. Smaller Earth will charge you €50 for additional administration.
 - d. Any additional fees incurred as a result are to be paid by you as they arise.

ADDITIONALLY, if you DID NOT previously declare this information in your application form or interview:

 - e. Your participation on the program may be terminated, without refund;
- 5) If you are not a resident or citizen of the country you are applying from, you will also need to obtain the highest level of police check available from your home country. All fees associated are at your own additional expense.
- 6) You authorise Smaller Earth to share your police certificate with US employers to secure your placement, and prior to your arrival.

- 7) **You must take the original copy of your police certificate with you to the USA for your camp. Failure to do so may result in your immediate dismissal and you will incur associated fees as outlined in the 'Summer Contract' section of this agreement.**

3) Medical Form

FT and DP Participants:

- 1) You are required to complete a medical form (downloadable from your online profile) and have it signed by a physician prior to your departure for camp.
- 2) You must provide Smaller Earth with a completed copy of this medical form by the deadlines laid out in point 5 of the 'Fees & Application' section of this agreement.
- 3) You are required to make Smaller Earth aware of any pre-existing medical conditions from which you may suffer. If Smaller Earth feels that any of your medical conditions may affect our ability to find you a placement, or your ability to participate safely on the program, Smaller Earth reserves the right to terminate your participation on the program and issue a refund amount at its absolute discretion.
- 4) **Failure to take the original of your medical form to your camp or failure to disclose any pre-existing conditions on your medical form may result in your immediate dismissal from your placement and you will incur associated fees as outlined in the 'Summer Contract' section of this agreement.**

Returnee Participants:

- 5) You are responsible for confirming with your camp whether or not you require a completed medical form and for submitting this to your camp by any deadline they set.

4) J-1 Visa Application Process

- 1) Unless you hold a US Passport or a Green Card, a J-1 visa is required to participate on the program. By signing this agreement you agree to abide by all rules and regulations of the J-1 visa as outlined by the US Department of State.
- 2) All J-1 visa applicants are required to attend an in-person interview at a US Embassy or Consulate in your home country or country of legal residence. Appointments are available Monday to Friday. The US Department of State currently charges a fee of \$160 US dollars (correct as of 1st September 2015) for the J-1 interview and processing.
- 3) Smaller Earth will supply you with your DS2019 form, provided by our US Department of State designated visa sponsor, required to apply for your J-1 visa as well as instructions on how to complete all other forms associated with the J-1 visa application. Your DS2019 form will be issued between February and June 2016, but only once you have paid appropriate program fees and confirmed all your passport details in your online account.
- 4) The original fee for the DS2019 form is included in the program fees. Smaller Earth will charge €90 for each DS2019 reprint required by you due to any theft, loss, or damage of the original or any incorrect information, given by you, which requires a reprint.
- 5) Once you have paid the program fees, Smaller Earth will also provide you with the required SEVIS fee receipt for your J-1 visa application. The SEVIS fee of \$35 (correct at time of print) will be paid to the US Department of State on your behalf by Smaller Earth.

- 6) The US Embassy in your home country only have selected dates available for J-1 visa interviews and procedures for booking appointments may vary.
- 7) You are responsible for arranging and paying for your own transportation to the US Embassy or Consulate for your J-1 visa interview and any other costs associated.
- 8) To process your J-1 visa, the US Embassy will keep your passport for a minimum of one week in order to issue the visa, but this can be considerably longer. Please do not make any international travel arrangements to depart soon after your visa interview.
- 9) The US Embassy in your home country may allow postal applications for some J-1 visa applicants who have previously been issued a visa for the US and meet certain criteria, as laid out by the Department of State. Those who are eligible must apply for their J-1 visa by means of a postal application.
- 10) The US Department of State recommends that all visa applicants attend a visa interview in their country of citizenship or permanent legal residency. An appointment in a country where you are not a citizen or permanent resident may result in a higher risk of visa denial.
- 11) **Smaller Earth is not in control of the processing time or success of your J-1 visa application. If your J-1 visa is delayed (thus affecting your ability to travel to a camp), or if your J-1 visa application is denied/rejected, your application will be withdrawn. Please see the 'Refund and Cancellation Policy' section of this agreement.**
- 12) If you hold a US passport or Green Card, 1 to 11 above do not apply.

5) Refund and Cancellation Policy

FT and DP Participants:

- 1) If you are **not** accepted to the program, other than through your non-disclosure or other failure to comply with your obligations as set out in this agreement, the application fee is refundable.
- 2) If your application is withdrawn after acceptance but prior to placement confirmation, the application fee and the first instalment is non-refundable. If your application is withdrawn after placement confirmation, the total program fee is non-refundable.
- 3) If you defer your application to 2017 after acceptance, but prior to placement, the program fees paid, less €130, will be carried over to 2017. An application can only be deferred once, after which all program fees are non-refundable.
- 4) If changes to your availability, your application, or any failure on your part to comply with your obligations in this agreement, including (but not limited to) failure to meet document or payment deadlines, or any other factors, affect the ability of Smaller Earth to find you a placement, Smaller Earth reserves the right to withdraw your application from the program and refunds will be at the absolute discretion of Smaller Earth.
- 5) If you are not offered a placement by a camp by 15th June 2016, your application will be withdrawn from the program and a full refund will be issued. Turning down a placement (other than through the camp employer not matching the preferences or availability listed on your application) negates this policy and any refunds will be at the absolute discretion of Smaller Earth.

Returnee Participants:

- 6) If your application is withdrawn, the total program fee is non-refundable. If you leave your camp before the end date of your placement for any reason, the program fee is non-refundable.

All Participants:

- 7) If you or a member of your immediate family (parents or siblings; not including grandparents) experiences a life-threatening illness, or death, prior to your departure to camp, written documentation must be submitted to Smaller Earth within 14 days and refunds/reduction in cancellation fees will then be considered at the absolute discretion of Smaller Earth.
- 8) No refunds will be given if your application is withdrawn due to exacerbation of a pre-existing medical condition.
- 9) If you have not booked your J-1 visa appointment 30 days prior to your contracted start date, Smaller Earth reserves the right to withdraw you from the program without refund.
- 10) If you have not obtained your J-1 visa (delayed/denied/rejected) by the contracted start date of your placement or by 15th June 2016, whichever is sooner, Smaller Earth reserves the right to withdraw you from the program without refund.
- 11) Any fees you incur for third party services (such as J-1 visa interview or police check) or other costs associated with the program (but not inclusive in the program fee) are not refundable by Smaller Earth.
- 12) Any refund issued by Smaller Earth is subject to a €5 transaction fee.
- 13) Smaller Earth reserves the right to withdraw your application, without refund, if unable to make contact with you at the contact details provided; if you are late with any paperwork or payments; or in any other circumstances where Smaller Earth is unable to obtain required information from you.

6) Travel to the USA

If you hold a current US passport you must use this for travel to the US. If you hold a current US Green Card you must use this for travel to the US, along with your national passport.

All Participants:

- 1) You are required to **purchase your own flights**. You are responsible for booking your entire return international and domestic transportation in accordance with the onward travel information in the 'Travel & Flights' section of your online profile. You are responsible for the cost and arrangement of your transportation to the airport from which you will depart to the US, as well as any transportation costs and arrangements upon your return from the US.
- 2) You must upload your flight itinerary to your online profile at least 3 days before your departure to the USA.
- 3) Your camp, through Smaller Earth, will inform you of your onward travel arrangements from your arrival airport in the US to your placement location.
- 4) You are responsible for the cost and arrangement of your transportation to the US airport from which you will depart at the end of your stay in the US.

7) Summer Contract

FT Participants:

- 1) Your camp will set your contract dates at camp. You are required to honour the entire amount of time for which the camp has contracted you. You will be asked by the camp to sign a contract and you agree to sign that and hold Smaller Earth harmless from any claims that may arise as a result of your failure to then perform its terms and conditions. Your contract with camp will be offered on an 'at-will' basis as defined under the U.S labour law. You must submit a **signed** copy of your contract to Smaller Earth within 30 days of your placement by a camp, or by the final deadline of 1st May 2016 (whichever is earlier), and you authorise us to ask your camp to supply a copy.
- 2) Minimum contract periods for the Camp Leaders program are:
 - a. Residential Camp Counselor – 9 weeks
 - b. Day Camp Counselor – 11 weeks
- 3) Pocket money is determined by your camp and will be specified in your contract from camp. Smaller Earth set the following **minimum** amounts, which your camp must pay you for your basic contract period (9 or 11 weeks – see (2) above):

	Age Under 21*	Age 21 & Over*
Camp Counselor	\$1400	\$1500
Special Needs Counselor	\$1500	\$1600

* Age as of 1st June 2016

Returnee and DP Participants:

- 4) You are responsible for negotiating your contract (dates and salary) directly with your camp. You will be asked by the camp to sign a contract and you agree to sign that and hold Smaller Earth harmless from any claims that may arise as a result of your failure to then perform its terms and conditions. Your contract with camp will be offered on an 'at-will' basis as defined under the U.S labour law. You must submit a **signed** copy of your contract to Smaller Earth within 30 days of your placement being 'confirmed' by your camp, or by the final deadline of 1st May 2016 (whichever is earlier).

All Participants:

- 5) Failure to complete your camp contract, for any reason, will result in the cancellation of your J-1 visa status. **Your visa sponsor will notify you of the date by which you need to leave the US. Without prejudice to any other claims Smaller Earth may have, you will be liable for any fees that would otherwise be paid by your camp to Smaller Earth (up to US\$945).** The total fees you are required to pay are calculated based on the length you have worked at camp. For the total number of days from the time you've stopped working at camp until your original contract end date, you must pay a fee of US\$15 per day. Smaller Earth will invoice you for the monies owed and payment is due within 30 days of date of issuance of the invoice. In the event that any invoice is not paid within 30 days of issuing, all cost incurred in recovering the outstanding balance will be added to that which is outstanding, including recovery agent costs, repossession costs, location search costs, process server costs and solicitor costs on a solicitor/client basis.
- 6) Your time-off during the summer will be in compliance with your camp's policy.
- 7) You are responsible for your own personal expenses before, during and after your contract, including transportation back to your departure airport in the US.

- 8) Participants are required to meet all requirements of the US Department of States regulations. This will include, but is not limited to, performing a monthly online 'check-in' with your visa sponsor.
- 9) You are subject to the rules and regulations of the camp at which you are placed. This may include (but is not limited to): no smoking; no drinking; no drug use; no inappropriate relations with minors; set curfews; time-off policies and abiding by US laws. You understand that you will be living with other staff and/or campers in a cabin, tent or a very basic dormitory accommodation, and that you may experience little or no privacy on a regular basis. You will be on-duty for long hours every day (except days off). You are also aware that your placement is based upon the information regarding your skills, which you provide in your online profile along with any details you provide directly to your camp during an interview. Failure to comply with the policies of your camp, or an inability to perform to the level you have previously disclosed, may result in termination of your placement contract and/or this contract.
- 10) Smaller Earth does not own or in any way assume responsibility for the operation of the camp at which you are placed. The running of each is solely at the discretion of its owner and/or director. As a consequence, Smaller Earth cannot, and does not, accept liability for any decisions or actions, of whatever nature, made by, or on behalf of, the camp owner and/or director. If you consider that you have any loss, injury or damage whatsoever, as a result of any such decisions, actions or remissions, your right to recourse lies with the camp. Your acceptance of a placement is specifically conditional to this.
- 11) Should you be unable to complete your camp contract due to personal illness or death, or the illness or death of an immediate family member (parents or siblings; not including grandparents), Smaller Earth may, in its absolute discretion, waive any portion of fees otherwise owed by you to Smaller Earth for the incomplete summer camp contract. Official documentation showing reasons for your early return must be submitted before any reduction of the fees owed will be considered.

8) Medical and Travel Insurance

- 1) Smaller Earth provides you with UP TO 90 days of fully comprehensive medical insurance beginning on the date you depart for the USA. This insurance does not cover:
 - a. Pre-existing medical conditions (any chronic condition, or condition for which you have had treatment/changes to medication, in the 6 months prior to departure to the USA).
 - b. Participants over age 55.
- 2) Smaller Earth offers a travel insurance upgrade policy that covers personal liability and loss or theft of baggage, valuable or personal property. Full details are available in the insurance section of your online profile.
- 3) If you will be in the USA for more than 90 days you must purchase an insurance extension.
- 4) At least 72 hours prior to your departure for the USA you must select your policy type and insurance dates in the 'Insurance' section of your online profile, where you will also find full details of both insurance policies. Any upgrade or extension of the standard or upgraded policy will incur a surcharge, which must be paid at the point of purchase. If you fail to complete your insurance request prior to your departure for the USA you will be automatically issued medical insurance only, from the start date of your contract to the day after your contract ends. You agree to pay any additional charge (of up to US\$2.50 a day) which may be incurred should the automatically assigned cover run beyond 90 days.
- 5) If you have any pre-existing medical conditions or take any medications:

- a. You must declare this on your online application form and medical form. Smaller Earth reserves the right to decline your application should we feel your condition(s) may affect your safety and ability to complete your summer contract.
 - b. You should seek advice from an insurance professional regarding additional insurance coverage.
- 6) Your insurance policy has an excess/deductible, which you will have to pay on any qualifying claims.
- 7) You agree that Smaller Earth can take any required action in regards to your health and safety without incurring any liability or expense. This may include, but is not limited to: your placement in a hospital, use of doctor's services, and transportation to your home country at your own expense.

9) General

- 1) You agree to Smaller Earth processing and using your personal data and sharing that data with summer camps, regulatory authorities and also with its sister companies and all companies and organisations involved in the J-1 visa process.
- 2) Smaller Earth will have the right to terminate this agreement in the event that you breach any of your obligations and termination will result in the loss by you of all fees paid and also render you liable for potential damages arising from that breach.
- 3) You are required to leave the USA at the end date of your J-1 visa grace period or by the departure date indicated to you by the USA immigration service on your arrival into the country.
- 4) Smaller Earth shall be entitled to assign the benefit or part of this Agreement to any third party, but shall remain primarily liable for the obligations hereunder.
- 5) Nothing in this Agreement shall constitute you as the agent of Smaller Earth.
- 6) Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the parties hereto.
- 7) This Agreement together with all documents referred to herein constitute the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements in regard thereto.
- 8) This Agreement cannot be amended, superseded, cancelled or any of its terms and conditions waived except by an agreement in writing signed by authorised representatives of both parties or in the case of a waiver signed by an authorised representative of the party waiving compliance and specifically referring to this Agreement.
- 9) If any of the provisions of this Agreement are or become to any extent or in any circumstances invalid or are ruled illegal or deemed unenforceable for any reason under the current applicable law from time to time, then to the extent or in those circumstances it is the intention of the parties that this shall not affect the validity or enforceability of this Agreement or of any of the provisions of this Agreement and if such provision would be valid if some part of the provision were deleted or modified, the provision in question shall apply with such deletion or modification as may be necessary to make it valid provided that the operation of this clause would not negate any commercial intent and the purpose of the parties under this Agreement.

- 10) This Agreement shall be governed by and construed in accordance with USA law and you submit to the exclusive jurisdiction of the USA Courts in relation to all disputes relating to the Agreement. Smaller Earth submits to the non- exclusive jurisdiction of the USA courts in relation to all disputes relating to this Agreement and shall be entitled to commence proceedings against you in such other jurisdictions as are appropriate.
- 11) Any notice to be given under this Agreement shall be in writing and shall be deemed duly given if signed by or on behalf of a duly authorised officer of the party giving the notice and if sent by first class post or delivered by hand or sent by facsimile transmission to the address of the recipient set out at the beginning of this Agreement or such other address as the recipient may notify from time to time. Any such notice or other communication shall be deemed to be given:
- (a) by post on the day (not being a Sunday or public holiday) falling 48 hours after the date of posting;
 - (b) if served by hand at the time the same was handed to or left at the address of the party to be served; and
 - (c) in the case of a facsimile transmission at the time of transmission,
- and in providing service of the same it will be sufficient to prove in the case of a letter that such letter was properly stamped, franked, addressed and placed in the post and in the case of a by-hand delivery that such letter was delivered to the proper address and in the case of a facsimile transmission that such facsimile was duly transmitted to a facsimile number notified to the other party for this purpose.
- 12) You agree to abide by all lawful rules and regulations of Smaller Earth and of the summer camp at which you are placed and to fully indemnify and hold completely harmless Smaller Earth from and against any liability, obligation, loss and expenses including court costs and legal fees incurred by Smaller Earth, your camp/resort or a third party resulting from any injury, loss, property damage or expenses that you directly or indirectly cause or to which you contribute.
- 13) Smaller Earth and its affiliates, agents and employees shall not be liable for claims or costs whatsoever arising from any injury, loss, damage, delay, accident or expense resulting from events beyond Smaller Earth's control including (but not limited to) natural disasters, acts of war or terrorism, strikes, incidents of politically motivated violence, sickness or quarantine, government restrictions or regulations or transportation accidents.

By completing the on-line registration process and ticking your acceptance of this contract you agree to be bound by its terms.

Please make a copy of this Program Agreement for your records.