

# Upper Canada District School Board International Student Participation Agreement

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A successful experience for international students registered with the Upper Canada District School Board (UCDSB) depends largely on the student making a strong effort toward success. Regular class attendance, completion of all homework and projects assigned by classroom teachers, participation in school and community sports and related activities and appropriate conduct is expected of all UCDSB students.

Enrollment in the UCDSB International Student Program ("ISP") is an important privilege and opportunity that provides education, enjoyment, and other benefits, to students ("Participants"). This Student Participation Agreement ("SPA") is designed to clarify what is reasonably expected of Participants and their parents and/or guardian(s), to confirm the commitment of the Participant and his/her parents and/or guardian(s) to comply with this SPA, and to specify the consequences in the unlikely event that the Participant or his/her parents and/or guardian(s) fail(s) to comply with this SPA.

Note: The student and his/her parent(s) and/or guardian(s) must sign in the appropriate locations on each of pages 5, 7, 8, 9, and 10 for this document to be completed appropriately.

- **A.** Whereas the Participant has completed the UCDSB International Student Application ("ISA") in accordance with the Program Payment Policy and Procedures which the Participant and his/her parents and/or guardian(s) hereby acknowledge that they have read, understand and are in agreement with, and in consideration of enrollment in the ISP through Upper Canada Leger Centre (UCLC) and the provision of Homestay services by Canada Homestay Network (CHN), each of the Participant and his/her parents and/or guardian(s) hereby:
- 1. Acknowledges and agrees that this SPA forms part of the Participant's ISA and all covenants, declarations, conditions and other terms and provisions therein.
- 2. Declares that the information given in this ISA is complete and correct to the best of their knowledge; and, further that incorrect or incomplete information is a breach of this SPA and is subject to the terms of paragraph C herein;
- 3. Confirms that they have each read and agree to comply or to cause compliance, as the case may be, with the UCDSB International Student Guide and CHN Homestay Guide for International Students.
- 4. Confirms, acknowledges, and agrees that they have each read, understand and fully accept all UCDSB ISP Invoice Terms and Conditions, including cancellation and refund policies as outlined in Appendix A.
- 5. Acknowledges and agrees that the UCDSB ISP and its officers, directors, employees, representatives, agents, and independent service providers (including but not limited to the School and ISP staff, UCLC, and CHN) shall not be held liable for losses or expenses as a result of the UCDSB being unable to provide education owing to labour disputes or other causes beyond its control.
- 6. Permits the Participant's home school at the UCDSB to share the contents of school attendance, academic reports/transcripts, and other related enrollment information with the UCLC, the educational consultant or agent and host parents in order to provide support and assistance required.
- 7. International travel and study abroad experiences, such as that which Participants engage in with the Upper Canada District School International Education Program, involve certain elements of risk. Injuries, illness, or other losses may occur while participating in these activities. The following list includes, but is not limited to, examples of the risks that are increasingly prevalent at this time:
  - Risk of contracting of disease during travel or while in Canada;
  - Risk of prolonged illness, injury and/or disability resulting from the contraction of or complications from medical treatment/medical intervention;
  - Risk of illness and/or loss resulting from self-isolation, social distancing and/or pandemic related public health restrictions;
  - Sudden and unexpected adjustment to academic programming including but not limited to a transfer to a virtual



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learning environment in the event of limits to entry or closure of school buildings;

- Sudden and unexpected adjustment to homestay circumstances, including but not limited to immediate relocation caused by health concerns;
- Sudden and unexpected changes to experiential learning resulting from school closures
- Unexpected costs related to travel restrictions including limited flight availability or border closures;
- Unexpected time in Canada related to medical needs, travel challenges, or otherwise.
- 8. Fee adjustment: The Program participation fees will not be reduced in consideration of changes to the Program, including duration resulting from an early departure date from Ontario, Canada or adjustments to the delivery model for academic programming. Participant and parents/guardians understand that the reduction of the Program length does not generally result in any reduction of Program costs. Any costs associated with special requirements in the Homestay residence and/or in any hotel are the responsibility of the Participant and parent/guardian. Should the Participant be required to extend their stay in the Homestay residence and/or any hotel, the Participant and parent/guardian agree to assume any and all additional costs. The Participant and parent/guardian agree to indemnify and hold harmless UCDSB, UCLCET and CHN, their officers, trustees, directors, employees and agents of any and all additional costs that might be associated with the extended stay.
- 9. Medical Insurance: UCLCET and CHN will provide ongoing support and monitoring to address the needs that Participants and host families may have to face. Medical costs associated with care for any Participant while in Canada during the Program are the responsibility of the medical insurance that is included in homestay services fees for Participants enrolled in the UCDSB International Education Program, or as privately arranged by the student's family and/or the education agency who assisted with enrollment of the student. Any medical costs that are not covered by the medical insurance included in the homestay services are the responsibility of the Participant and the parents/guardians. Costs related to parents/ guardians choosing to travel to Canada to care for an ill Participant are the parents/guardians' responsibility. Please refer to the www.studyinsured.com/studyuppercanada for detailed coverage information. Participants and parents/guardians are encouraged to explore and consider supplemental health insurance coverage independent from the UCDSB International Education Program.
- 10. Losses incurred as a result of the above risks result from the nature of international travel, study, and accommodation programs and can occur without any fault of the Participant, the UCDSB and its trustees, officers, employees, agents; Canada Homestay Network (CHN) and its officers, directors, employees, agents; Upper Canada Leger Centre for Education and Training (UCLCET) and its officers, directors, employees, agents, or the facility where the activity is taking place. By choosing to take part in the UCDSB International Education Program, you are accepting the risk as a Participant and/or parent/guardian that the Participant and/or the parent/guardian may incur injury, illness, or loss during enrollment in the Program.
- 11. At any point, and even after confirmation of the final date for travel to Canada, circumstances may change such that the Program may be cancelled or may be cancelled earlier than expected. In this case, any refund amounts, if applicable, will be determined by the terms indicated in the SPA. The Participant and parent/guardian are responsible for any travel costs and are advised to consider the purchase of trip/travel cancellation insurance. The Participant and parent/guardian agree to indemnify and hold harmless UCDSB, UCLCET and CHN, their officers, trustees, directors, employees, and agents of any and all additional costs that might be associated with additional travel requirements or travel cancellation.





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- B. Each of the Participant and his/her parent(s) and/or guardian(s) hereby agree the Participant will:
- 1. obey the laws of Ontario and Canada;
- 2. to refrain from posting on the internet and on social media platforms (e.g. Instagram, We Chat) any photographs, audio/video recordings or comments of or about the Participant's friends, school, teachers and other school personnel, CHN representatives, Homestay Host family members, Homestay Host family's relatives and friends, Homestay Host's home and items within the home, meals and snacks provided by the Homestay Host, without the prior knowledge of the people concerned or affected and their express permission;
- 3. to refrain from bringing improper, objectionable, unsuitable or otherwise inappropriate or illegal substancesor materials into the Homestay Host family home or school;
- 4. to not use drugs or medication (including cannabis) unless prescribed by a registered physician and labeled in English or French;
- 5. to not engage in inappropriate sexual contact or sexual activity, including sexual contact or sexual activity with any member of the Homestay Host household or any vulnerable person;
- 6. behave as a considerate and respectful member of the Homestay Host family by:
  - a. accepting any person, regardless of their race; national or ethnic origin; colour; religion; gender; age; mental disability; physical disability; and/or sexual orientation, all in accordance with the Canadian Charter of Rights and Freedoms;
  - b. making an effort to talk with and be part of the Homestay Host household and participate in shared activities;
  - c. helping in and around the Homestay household, accepting responsibility for reasonable jobs, including keeping his/her room clean, helping with the dishes and doing his/her own laundry;
  - d. observing the Homestay Household rules, especially concerning the operation of any household appliances, fixtures, bathroom, laundry and other facilities (to limit the risk of injury or damage) and curfews;
  - e. telling his/her Homestay Host where he/she is going and when he/she will be home, in the event that he/she intends to go out; and if he/she is likely to be late, contacting and informing his/her HomestayHost(s);
  - f. informing his/her Homestay Host how he/she can be contacted while outside of the home;
  - g. practicing regular and proper personal hygiene;
  - h. showing respect for the Homestay Host family and behaving in an appropriate manner on Homestay Host property;
- 7. to meet with CHN representatives upon request, and no more than three (3) days following the request;
- 8. to complete CHN evaluation forms and/or satisfaction surveys upon request;
- 9. adhere to the UCDSB Code of Conduct as outlined at <u>www.studyuppercanada.ca/UCDSB-CodeOfConduct</u>;
- 10. respect the classroom and school rules established by teachers and administrators; this may include not being allowed to use cell phones or other internet connected devices in class and during tests or examinations. Students should be prepared with an electronic translating device or paper dictionary if a translation assistance is required;
- 11. attend all classes for which the student is registered; if the student is planning to be absent from class, the student must receive approval for that absence from the Principal of the school at which the student is registered;
- 12. receive advance approval from the Principal of the school at which the student is registered, or provide a physician's note explaining the situation, for any period of absence spanning more than 3 days;
- 13. behave in a respectful manner towards all teachers and school staff, as well as homestay hosts and homestay program staff;
- 14. consistently arrive to all classes on time, with the proper materials and prepared to learn;
- 15. follow the UCDSB ISP travel policy and procedures as outlined in Appendix B;
- pay for any and all expenses incurred by the Participant or on the Participant's behalf (including but not limited to any losses or damages caused by the Participant, the Participant's long distance telephone, cell phone, internet usage expenses and/or medical expenses);
- 17. to refrain from consuming tobacco on in, or within 9 metres of the homestay and/or school property;
- 18. to refrain from purchasing or consuming alcoholic beverages, cannabis, and controlled or illegal drugs;
- 19. not drive a motor vehicle or operate a motorcycle or motor scooter or other motorized form of transportation, including watercraft, unless as part of the school-based Driver's Education Course; and to not purchase, rent or otherwise arrange for the use of any such object.







- 20. to observe the CHN curfews for returning home and using digital devices, as per the following guidelines:
  - a. on school nights, the Participant will be home by 6:00 p.m. for dinner unless otherwise discussed with, and agreed to, by the host family in advance; enjoying a meal and conversation together is an integral part of the homestay experience in Canada and Participants are expected to inform the Homestay Hosts if he/she will miss the evening meal;
  - b. each Homestay Household will have its own rule for curfews. CHN suggested curfews are:
    - i. on school nights, the Participant should be home by: 8:00p.m. (for ages 11-13); 9:00 p.m. (for ages 14-16); and 10:00p.m. (for ages: 17-18);
    - ii. on non-school nights, the Participant should be home by: 10:00p.m. (for ages 11-13); 11:00 p.m. (for ages 14-16); and 12:00a.m. (for ages: 17-18);
  - c. the Participant will plan to engage in recreational use of digital devices, including but not limited to laptops, computers, cell phones, tablets, between 7:00a.m. and 9:00p.m. The Participant may be granted the privilege of recreational use of digital devices outside of these hours but it is understood that this privilege can be terminated should such use of devices be found to hinder the Participants academic pursuits, homestay integration and/or general well-being.
- **C.** Each of the Participant and his/her parent(s) and/or guardian(s) hereby acknowledges and agrees:
- 1. that in the event of a breach of this SPA by the Participant and/or his/her parents and/or guardian(s), the UCDSB ISP reserves the right, in its sole and absolute discretion, to:
  - a. notify the Participant and his/her parents and/or guardian(s) of the breach (by fax, email or telephone) and provide the Participant and his/her parents and/or guardian(s) with a specified time frame within which to remedy the breach to the satisfaction of the UCDSB ISP; and/or
  - b. relocate the Participant to another and final Homestay Household, at the expense of the Participant and his/her parents and/or guardian(s) and without refund of any unused and prepaid Homestay Host fees; or
  - c. expel the Participant from the CHN International Participant Homestay Program ("Program") and the Participant's Homestay Household, on one (1) hour's written notice; and
  - d. notify Citizenship and Immigration Canada of the breach and/or direct the Participant's parents and/or guardian(s) to arrange for the Participant's return home via the first available flight, at the Participant's, and his/her parents' and/or guardian(s') risk and expense. The Participant's parents and/or guardian(s) agree to make such arrangement for the Participant's return home and take full responsibility for the care, custody and control of the Participant upon the Participant being expelled from the ISP. The consequences of a breach of this SPA by the Participant and/or his/her parents and/or guardian(s) are without recourse to the UCDSB ISP, and its officers, directors, employees, representatives, agents and independent service providers (including but not limited to schools, UCLC, CHN, any Homestay Host(s) and transportation service provider(s)).
- 2. To indemnify UCDSB, UCLCET and CHN for any additional costs and expenses related to a prolonged stay or additional travel.
- 3. That this document is drawn up in English with their consent and without recourse.
- **D.** Each of the Participant and his/her parent(s) and/or guardian(s) hereby acknowledges and agrees to reimburse UCDSB, UCLC, and/or CHN on demand, any fees and expenses related to a breach of this SPA, including without limitation, its legal fees and related costs.
- **E.** The Participant and parents/guardians acknowledge and consent to the Participant disclosing and to CHN, UCDSB and UCLCET collecting, using and disclosing the Participant's personal health information. The collection, use and disclosure of personal health information shall be in accordance with the provision of services identified here and consistent with the expectations of Provincial Law. Any questions regarding the collection, use and disclosure of personal health information belonging to the Participant may be directed to international@uclc.ca.





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- F. hereby waives, releases and absolves and agrees to indemnify and save harmless the UCDSB ISP and its officers, directors, employees, representatives, agents and independent service providers (including but not limited to the School and ISP staff, UCLC, CHN, Homestay Host(s) and transportation service provider(s) selected for the Participant) from any and all liability for any and all of the Participant's losses and damages (including, but not limited to, the loss or theft of the Participant's money and the damage, loss or theft of the Participant's personal property), personal injuries, or death, unless any such loss, damage, injury or death may have arisen by reason of negligence by the Releases.
- **G.** Each of the Participant and his/her parent(s) and/or guardian(s) declare the information provided is complete and correct to the best of their knowledge; and that any incorrect or incomplete information by the Participant, his/her parent(s)/guardian(s) represents a breach of this Application and is subject to the terms of paragraph C of the SPA.

Name of Student (Please print in English)	Signature of Student	Date
Name of Parent/Guardian (Please Print in English)	Signature of Parent/Guardian	Date
Name of Parent/Guardian (Please Print in English)	Signature of Parent/Guardian	Date







# Appendix A:

### **Tuition Refund Policy**

All requests for refunds must be made in writing and sent to international@uclc.ca

Full Refund of the tuition fee, less the non-refundable application deposit will be provided if Immigration, Refugees and Citizenship Canada IRCC does not approve the study permit. To obtain the refund, a request in writing must include the letter of refusal from IRCC and the original letter of acceptance from the Upper Canada District School Board.

Two-Thirds of the tuition fee will be refunded if a student withdraws prior to the commencement of the program.

One-Half of the tuition fees will be refunded if the student withdraws after the commencement of the program but before 30 calendar days have elapsed. No Refund of tuition fees will be granted to a student who:

- withdraws 30 days after the commencement of the program
- is dismissed from the program due to a breach of law, policy or regulation as determined by the Government of Canada, the Police, Upper Canada District School Board, Upper Canada Leger Centre and/or the Canada Homestay Network

### Homestay Cancellation and Refund Policy

Full Refund less the non-refundable \$250 application deposit will be given if students are refused a visa by IRCC.

Students who cancel 30 days or more prior to arrival will be given a Full Refund for homestay fees less the nonrefundable \$250 application deposit.

Students who cancel 29 days or less before the start of the program will receive a full refund minus one month's homestay fees and a \$250 cancellation fee.

### Cancellation After Arrival

After arrival, students must give two month notice if they wish to leave the homestay program. Students who cancel or withdraw after arrival will receive a full refund minus two month's homestay fees (if applicable) and minus the standard services fee.

### Upper Canada District School Board - International Student Travel Policy

To ensure the safety and security of students in the Upper Canada District School Board (UCDSB) International Education Program, there are certain rules and expectations that all participants must abide by. This Policy is designed to clarify what is expected of Participants related to Travel, and to confirm the commitment of the Participant to comply with this Policy.

Each of the Participant and his/her natural parents and/or guardian(s) hereby:

A. Confirms that they have each read and agree to comply or to cause compliance, as the case may be, with the UCDSB Travel Policy for International Students.



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### Β. Confirms, acknowledges and agrees that they have each read, understand and fully accept all terms and conditions included in the UCDSB Travel Policy for International Students, including the Activity Authorization Form.

#### C. Agrees:

1. to submit the CHN Activity Authorization Form to the assigned CHN Relationship Manager

- (RM) at least ten (10) days prior to restricted activity dates restricted activities include:
- any day trips without the Host or school that require travel in excess of 30 km from the homestay address a.
- b. any overnight trips with or without the Host;
- any travel without the Host or school; C.
- d. any sleepovers at non-CHN families;
- any high-risk activity such as, but not limited to, skiing, snowboarding, snowmobiling; е
- f. any activity requiring a financial contribution by the Participant;
- any travel within two-weeks of scheduled exam periods. q.
- 2. to request permission from the assigned CHN RM to engage in restricted activities using the CHN Activity Authorization Form at least ten (10) days in advance of such plans;
- 3. to refrain from confirming any plans or booking any flights, limo service, train or bus tickets, until restricted activity has been approved by the assigned CHN RM.

\* Note that school trips must be approved by natural parents and, therefore, all school forms related to such trips must be signed by natural parents.

- D. Agrees that the Participant must abide by the following rules:
- 1. Participants are not permitted to travel overnight and/or stay in hotels or hotel-type accommodations unless:
  - they are with: a.
    - i. their Hosts;
    - ii. their natural parents;
    - iii. an adult approved by the assigned CHN RM - the adult must be over 25 years old and must have confirmed in writing to take responsibility for the Participant; or
    - iv. a school trip;
  - b. they have submitted the CHN Activity Authorization Form at least ten (10) days in advance of the restricted activity; and
  - they have obtained permission at least ten (10) days of the restricted activity from the assigned CHN RM; C.
- Ε. Agrees that in the event that the Participant would like to travel but does not have an adult approved by the assigned CHN RM, CHN may be able to place the Participant in a homestay in the city where the student needs to travel at an additional cost (rates available upon request.

Name of Student (Please print in English)	Signature of Student	Date
Name of Parent/Guardian (Please Print in English)	Signature of Parent/Guardian	Date
Name of Parent/Guardian (Please Print in English)	Signature of Parent/Guardian	Date
	<b>.</b>	Upper Canada
The Canada Homestay Network		CENTRE FOR EDUCATION & TRAINING

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# Upper Canada District School Board – Acceptable Use Agreement

The network and Internet connection have been established solely for educational purpose.

This agreement covers a student's educational use of computers and network services provided by the School and the Upper Canada District School Board.

The use of computers and the network services is a privilege, not a right. This privilege involves responsibilities and can be taken away.

### Violations of this agreement include:

- The student is responsible for his/her Internet account and for any use made of that account. The student must not allow another person to use his/her Internet account under any circumstances.
- The student must not at any time do harm to another person or equipment. This includes vandalism and computer viruses.
- The student shall not attempt to gain unauthorized access to any computer system, network, data resources, or programs. If the user notices any security weaknesses or suspects anyone of tampering with system security, he/she must notify a teacher or school principal immediately.
- The student shall not create, access or distribute any materials that are obscene, harassing, racist, inflammatory, malicious, fraudulent or libelous.
- The student shall use the network only for educational purposes. Commercial (e.g. for profit) and frivolous (e.g. game playing, chain letters, chatting) use of the network are not permitted.
- Student must safeguard their personal information on the network and the student will keep his/her password(s) confidential and will report to the teacher or school principal if he/she suspects that another person has access to his/her account.
- The student shell respect the copyright and intellectual property of all materials found on the network. The student is responsible for assessing whether or not a program or information has copyright on it.
- The use of pirated software is not permitted.
- Unauthorized installation of software is not permitted.

The school will be the judge of all violations. Violations will result in one or more of the following:

- Review of usage.
- Loss of privileges for a length of time one day to permanently
- Suspension or expulsion under school rules or the safe Schools Policy
- Penalty under Federal, Provincial or municipal laws.

### I understand and agree to follow all of the terms and conditions of the Acceptable Use Agreement.

Name of Student (Please Print in English)	Signature of Student	Date
Name of Parent/Guardian (Please Print in English)	Signature of Parent/Guardian	Date
Name of Parent/Guardian (Please Print in English)	Signature of Parent/Guardian	Date
The Canada Homestay Network	*	Upper Canada Leger EDUCATION & TRAINING



## **Ongoing Excursion Form – Immediate Community**

From time to time, students are engaged in non-high-care curricular activities that occur off school property in the immediate community, but within walking distance of the school. Some examples of these activities are walking to the Library, the local park, and the local arena.

For school specific activities, the Principal will approve these excursions, and supervision will be provided at all times. Parents/guardians will be notified in advance by one or more of the following methods:

-school newsletter -school web calendar -class newsletter -the school's social media outlets -a note sent home with the student

Walking to an excursion involves a certain element of risk. Slips, trips, falls, motor vehicle accidents, abduction and exposure to elements are types of injuries which may occur while walking to a curricular activity within the immediate community.

In signing this form, I give permission for my child, \_\_\_\_\_\_\_, to participate in those school-specific curricular activities that occur off school property in the immediate community and with walking distance of the school.

Name of Parent/Guardian (Please Print in English)

Signature of Parent/Guardian

Date

Name of Parent/Guardian (Please Print in English)

Signature of Parent/Guardian

Date







# Student Media Release and Photographs – Consent Form

The Upper Canada District School Board (UCDSB) endeavors to be as inclusive as possible while respecting the individual confidentiality of students and their parent(s)/guardian(s). The UCDSB collects, retains and uses your child's likeness and personal information in a variety of ways in accordance with the Municipal Freedom of Protections of Privacy Act, R.S.O. 1990, c. M56 and the Education Act R.S.O. 1990 c. E2.

The UCDSB is pleased to share live-streaming of some UCDSB sporting and other events for viewing students, parents, guardians and the larger public on "UCTV". Please select this link to access and bookmark this area for future reference: uctv.ca. The UCDSB and its schools, as well as external media organizations attending UCDSB/school events, may record events and activities through the use of photographs, print/digital and other recordings, publications, postings and/or broadcasting which may be comprised of your child's name, student work and/or performance and could include recognizable image of your child involved in educational activities before, during and/or after school. The UCDSB does not have any control or authority over how third party media organizations use or disclose this information, and recordings may appear on the internet or in other publications outside of the UCDSB's control.

Individual student and/or classroom photographs may be taken by a photography agency which and these photos may become public once sent home with each child, used in a school yearbook (which may be digital) and/or used in school displays, school websites, and/or school Facebook pages.

The UCDSB, UCLCET, Canada Homestay Network and/or your child's school may use and disclose at its discretion your child's image, including student profile picture, student work, recordings and/or performance by posting and/or broadcasting them on the UCDSB website, school website, yearbooks/augmented yearbooks, on UCDSB and school social media sites, YouTube and/or disclosing these records on other modes via the internet, television or radio. By signing this, you are releasing ownership, moral rights, or financial benefit, whether this use or disclosure is known or unknown. You may not hold the UCDSB responsible for any harm that may arise from the aforementioned.

You are acknowledging all the above through your consent, and release any claim to the protection of personal privacy of your child under the provisions of the Municipal Freedom of Information and Protection of Privacy Act.

By signing below, I hereby consent:

- to the student's image, personal information and/or student work being collect, used, retained and/or disclosed by ٠ UCDSB as described above;
- to the student's image and/or personal information being collected, used, retained and/or disclosed be third party • media organizations as described above;
- to the student participating in the school/classroom photo, which may involve the UCDSB/my child'sschool • reproducing or displaying class photographs relating to or involving my child, as described above
- to the student participating in the individual student photo and/or student profile picture, which may involve the UCDSB/my child's school reproducing or displaying student photographs relating to or involving my child, as described above.

Name of Student (Please Print in English)	Signature of Student	Date
Name of Parent/Guardian (Please Print in English)	Signature of Parent/Guardian	Date
Name of Parent/Guardian (Please Print in English)	Signature of Parent/Guardian	Date
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