



Visa & Immigration Service Advising  
1 Old Dominion University  
Norfolk, VA, USA 23529  
T: 757.683.4756, F: 757.683.5196  
[www.odu.edu/visa](http://www.odu.edu/visa), [intlstu@odu.edu](mailto:intlstu@odu.edu)

# H-1B Application *Employer Portion*

## Employer Information and Checklist

Please review the following information regarding H1B applications. Please contact [intlstu@odu.edu](mailto:intlstu@odu.edu) with any questions. We are happy to speak with departments, prospective employees, or newly hired individuals regarding the process/timelines/special circumstances.

**The H1B visa is a work visa for individuals working in a “specialty occupation.” To qualify as a specialty occupation, the position must meet one of the following:**

- **A baccalaureate or higher degree or its equivalent is normally the minimum requirement for entry into the particular position;**
- **The degree requirement is common to the industry in parallel positions among similar organizations or, in the alternative, an employer may show that its particular position is so complex or unique that it can be performed only by an individual with a degree;**
- **The employer normally requires a degree or its equivalent for that positions; or**
- **The nature of the specific duties are so specialized and complex that knowledge required to perform the duties is usually associated with the attainment of a baccalaureate or higher degree.**

**Due to increased scrutiny of H1B status, any petitions (especially those for staff/administrative faculty positions) are extremely likely to receive a Request for Evidence (RFE.) A Request for Evidence will delay the processing of the application by 3 weeks to 2 months. Depending on the complexity of the Request for Evidence, the VISA office may request use of outside legal counsel for assistance.**

**Due to increased processing times for H1B applications, VISA requires departments to pay premium processing fees** (an additional \$1440 paid to Department of Homeland Security) except in rare cases. Please note the following **estimated processing timeline** that apply to H-1B visa applications:

Regular Adjudication\*

VISA: 8 weeks

USCIS: 40 weeks

**TOTAL: 48 weeks (12 months)**

Premium Processing Adjudication\*

VISA: 8 weeks

USCIS: 3 weeks

**TOTAL: 11 weeks (2.5 months)**

**\*Adjudication** means that USCIS issues a response to the petition, which could be an approval, denial, intent to deny or Request for Evidence (RFE.) An RFE will add 3 weeks to 2 months to the processing times listed.

In order to begin the application process, the following items must be sent to Visa & Immigration Service Advising (VISA):

1. Complete H-1B Application Employer portion (attached)
2. VISA Fee of \$750 transferred to 1IN30-3776; IDT to be initiated by requesting department
3. USCIS fees in the form of **separate** checks made out to "U.S. Department of Homeland Security"; see amounts below. When requesting the checks, you should submit a copy of the *H1B Application Employer Portion* page 3 to the Office of Finance.
  - a. \$460 (USCIS processing fee)
  - b. \$500 (one-time "anti-fraud" fee paid to USCIS, not required for extension requests)
  - c. \$1440 (Premium Processing fee)
4. **For STAFF Positions:** Position description and copy of job announcement, including education and work experience requirements
5. **For ODU Research Foundation-Funded Positions:** An offer letter is also needed from HR in ODU Research Foundation

Application forms can be sent to Dragas 2006 or scanned to [intlstu@odu.edu](mailto:intlstu@odu.edu). Checks should be hand-delivered to Dragas 2006.

A separate list of required documentation needed from the employee is provided in the Employee Portion (separate form).



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# H-1B Application Employer Portion

## Information about Employing Department

Department's Chair Last Name \_\_\_\_\_ First Name \_\_\_\_\_

Department \_\_\_\_\_ Phone \_\_\_\_\_ E-Mail \_\_\_\_\_

Departments and Colleges need to be aware of the following items when requesting an H-1B visa for a prospective employee. Please **read and initial each item**, indicating that you understand the requirements and sign at the bottom.

- Request employment only for a period in which you currently have funding (call VISA for more information, if needed).
- Maximum initial period of employment is 3 full years and the status may be renewed for an aggregate total of 6 full years.
- The prospective employee cannot begin employment or volunteer in the position until the H-1B approval or transfer has been received.
- If you plan to extend the period of employment, please contact the office six months in advance of the expiration date.
- Should you need to terminate an employee **PRIOR** to the period of stay requested due to lack of funds or poor performance, **the department will be responsible for the individual's return transportation to his/her home country.**

Signature of Department's Chair \_\_\_\_\_ Date \_\_\_\_\_ Name/Signature of College Dean \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Name of Fiscal Tech \_\_\_\_\_ Contact Information \_\_\_\_\_

## Additional Items To Be Submitted

### Documentation of Position

- o **Staff Positions:** EWP and complete copy of job announcement that includes minimal educational and work experience required for position
- o **Faculty Positions:** Departmental letter on behalf of employee (an example is included in the packet); if the position is funded by Research Foundation (partly or fully), a letter is also needed from HR in ODURF

### USCIS Processing Fees—each check must be separate and made out to U.S. Department of Homeland Security

- o Check for **\$460** for regular processing of I-129 (approx. six months)
- o Check for **\$1,440** for Premium Processing of application fee, if desired (about three weeks)
- o Check for **\$500** for anti-fraud fee; **not applicable for extension requests**

### VISA Processing Fee: \$750

- o Paid by transfer to account 11N30-3776 and IDT has been initiated by requesting department or a check is processed and forwarded as soon as possible
- o Exempt if this is an extension of a current position

## Job/Employee Information

Employee Name: \_\_\_\_\_ UIN: \_\_\_\_\_

Current E-Mail Address & Phone: \_\_\_\_\_

Official Job Title: \_\_\_\_\_

Brief non-technical job description: \_\_\_\_\_

Department address: \_\_\_\_\_

If employee will work at any other site besides the department, please provide the address: \_\_\_\_\_

Is this a full-time position?  Yes  No If **no**, number of hours per week \_\_\_\_\_

Actual wages \$ \_\_\_\_\_ Is the rate of pay hourly?  Yes  No

Will employee receive benefits?  Yes  No

Who is the employer?  ODU  OODU Research Foundation

Will this position supervise any full-time employees?  Yes  No If **yes**, how many? \_\_\_\_\_

Dates of intended employment as H-1B: From \_\_\_\_\_ To \_\_\_\_\_ (MM/DD/YY)

Minimum degree & field of study required for this position: \_\_\_\_\_

Preference for degrees cannot be accepted.

Experience required for position \_\_\_\_\_ yrs. (progressive years outside experience)

Is additional training needed to perform this job outside of degree training?

Yes  No If **yes**, what type? \_\_\_\_\_

When & Where did candidate received degree? \_\_\_\_\_

Is employee currently employed at ODU/ODURF in this position?  Yes  No

If **yes**, years in current position \_\_\_\_\_ Position is funded by:  OODU  ODURF  Both

Is this position a Temporary Worker as defined by ODU/ODURF?  Yes  No

**Please retain a copy of this form, as it is required when requesting the checks mentioned above.**

# [Use Departmental Letterhead]

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The H1B status is for foreign workers who will hold specialty occupations. A specialty occupation is one which "requires theoretical and practical application of a body of highly specialized knowledge to fully perform the occupation AND which requires the attainment of a bachelor's degree or higher in a specific specialty as a minimum for entry into the occupation in the United States."

The employer must describe the elements of the case to the USCIS on a petition format letter.

**Use Departmental letterhead for preparation of this letter. Please cut and paste and complete information below.**

## [Date]

Department of Homeland Security  
U.S. Citizenship and Immigration Services

Re: H-1B Nonimmigrant Specialty Occupation for on behalf of **[Employee]**

Dear Sir or Madam:

We are writing this letter in support of H-1B nonimmigrant classification on behalf of **[Employee]** in the specialty occupation of **[job title]**. On this basis, we provide you with details regarding our institutional operations, the proposed employment, and confirmation of **[Employee]**'s nationality and professional qualifications.

## POSITION

We currently wish to employ **[Employee]** as a **[job title]** with the Department of (name of department) at Old Dominion University. As a **[job title]** in **[field]**, **[he/she]** will be responsible for **[detailed description of job duties, including knowledge/skills utilized]**.

The position of **[job title]** requires a theoretical and practical application of specialized knowledge. The offered position requires the application of knowledge gained through completion of a bachelor's degree in **[academic field(s)]**, or a closely related field, or the equivalent.

## BENEFICIARY

**[Employee]** is a citizen of **[citizenship]**. **[His/Her]** academic/professional qualifications make **[him/her]** an ideal candidate for the offered position of **[job title]**. In **[month/year]**, **[he/she]** received a **[degree and field of study]** from **[name of college/university]**, where **[he/she]** completed coursework in **[please list relevant coursework]**, among others. In addition to these academic accomplishments, **[Employee]** also possesses professional experience. **[Describe prior work experience in detail]**.

## PETITIONING ORGANIZATION

Old Dominion University is Virginia's forward-focused research university with rigorous academics, an energetic residential community, entrepreneurial research and collaboration, and initiatives that contribute nearly \$2.1 billion to the economy. Located along the Elizabeth River in Norfolk, Virginia, the ODU campus boasts state-of-the-art academic facilities, 14 residence halls and amenities such as the Student Recreation Center. Old Dominion University enrollment of 24,375 Total with 19,540 Undergraduate; 4,835 Graduate and International: 1,013 from 108 countries. Full-time faculty is 835 and part-time faculty at 676. Total external research expenditures in FY2016 were \$50.4 million.

Old Dominion University is accredited by the Southern Association of Colleges and Schools Commission on Colleges to award baccalaureate, masters, education specialist, and doctoral degrees. Contact the Commission on Colleges at 1866 Southern Lane, Decatur, Georgia 30033-4097 or call 404-679-4500 for questions about the status of Old Dominion University.

Old Dominion University began its tradition of excellence when it was founded in 1930 by the College of William and Mary, the second oldest university in the United States. Established as an extension of William and Mary in Williamsburg, Virginia, and Virginia Polytechnic Institute in Blacksburg, Virginia, Old Dominion began educating teachers and engineers. The two-year school rapidly evolved into a four-year institution, and was granted independence in 1962 as Old Dominion College.

Considerable growth in enrollment, the expansion of research facilities and preparation for the addition of graduate programs led the Board of Visitors to approve the name change to Old Dominion University. Now Old Dominion is a powerhouse for higher education with six colleges: Arts and Letters, Business and Public Administration, Education, Engineering and Technology, Health Sciences and Sciences. Old Dominion has offered master's degrees since 1964 and Ph.D.'s since 1971. The University has achieved designation as a Research University (high research activity) from the Carnegie Foundation for the Advancement of Teaching.

Proud of its past, Old Dominion constantly looks to the future and prides itself on its continually expanding research and teaching programs. An ever-evolving university, Old Dominion is an agent of change for its students, for the region and the nation it serves. Old Dominion is Virginia's forward-focused, public doctoral research university for students from around the world who want a rigorous academic experience in a profoundly multicultural community. Our nationally recognized faculty use real-world expertise and innovative teaching methods to challenge students to achieve their highest goals. Our determined entrepreneurial approach to problem-solving drives cutting-edge research, eminent scholarship and strategic partnerships with government, business, industry, organizations and the arts.

#### CONCLUSION

We believe that **[Employee]**'s academic achievements and the employee's professional experience will qualify **[him/her]** to serve as a **[job title]** with our organization. In return for **[his/her]** services, **[Employee]** will receive a base salary of **[\$[\_\_\_\_\_]]** per year. The dates for H-1B status requested is from **[begin date]** to **[end date]**.

Based on the foregoing, we submit that **[Employee]** is eligible for H-1B classification, and we, therefore, seek your favorable decision and approval of our request.

Thank you for your consideration.

Sincerely,  
Department/College Dean Name and Signature



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# Actual Wage Determination System Memo

(For Public Inspection File)

**For Faculty Positions:** Indicate which factors are used to determine wages paid of similarly employer individuals. Responses should be detailed. Include copies of any applicable university salary/grade scales. Describe how these factors apply to the foreign employee. **DO NOT INCLUDE THE EMPLOYEE'S NAME ON THIS PAGE AS IT IS FOR PUBLIC INSPECTION.**

**For Staff Positions:** Also, provide the Position Description and the Human Resources Classification memo.

<b>Factors Considered</b> (Check all that apply)	<b>Describe</b> how factors affect placement on wage range	<b>Describe</b> how the individual fits into wage scale based on own qualifications <i>Do not include employee's name as information will be in public file.</i>
Experience <input type="checkbox"/> Length of experience <input type="checkbox"/> Breadth of experience <input type="checkbox"/> Type of experience		
Qualifications <input type="checkbox"/> Level/Subject areas of degrees <input type="checkbox"/> Skills, abilities, specific expertise <input type="checkbox"/> Specialized knowledge		
Job Responsibility/Functions (Specify) <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____		
Other Factors (Specify) <input type="checkbox"/> Professional Recognition <input type="checkbox"/> Complexity of Project <input type="checkbox"/> _____		

The **annual salary** for this position is \$\_\_\_\_\_ for which the University is filing an H-1B petition. There are \_\_\_\_\_ (number of employees listed on previous page) employees with the same job title and duties.

The actual wage range for these employees is: \$ \_\_\_\_\_ (lowest salary on next page) to \$ \_\_\_\_\_ (highest salary from next page).

Within this range, an employee's salary is determined by taking into consideration the factors above. If there are no other employees, the actual wage is the employee's salary or the salary range from the HR memo, if a staff position.

I hereby certify that the salary reflects the wage level paid to other employees with similar experience and qualifications working in the Department. If required to do so, I am able to provide documentation that will include the names and payroll records of similarly situated employees to the Department of Labor to verify these statements.

Department Chair Signature \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_



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## Identification of Similarly Employed Workers

(Confidential - for DOL Inspection file)

Position Title: \_\_\_\_\_

In the spaces below, list all employees in the Department who hold the above listed title

AND:

1. Have the same type of duties and responsibilities as the beneficiary of this petition AND
2. Have qualifications, education, and experience similar to the beneficiary of this petition.

This page is used to determine the actual wage for this position. Use additional pages, if needed.

<u>NAME</u>	<u>START DATE</u>	<u>SALARY</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____

**Further, I attest to the following:**

1. The H-1B non-immigrant will be paid the higher of either the actual wage (within the range of salaries on this page or the official salary range for the position as listed on the HR memo for staff positions) or the prevailing wage as determined by the Department of Labor and is eligible for the same benefits as other similarly employed individuals.
2. The employment of this individual will not adversely affect working conditions of the individuals listed above or US workers.
3. The work schedule of this individual is the same as similarly employed individuals.

Department Chair Signature \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_



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# Deemed Export Form

With respect to the technology or technical data that ODU/ODURF will release or otherwise provide access to the employee, \_\_\_\_\_, the department certifies that it has reviewed the Export Administration Regulations (EAR) and the International Traffic in Arms Regulations (ITAR) and has determined that (check one):

- A license is not required from either the U.S. Department of Commerce or the U.S. Department of State to release such technology or technical data to the foreign person;

***OR***

- A license is required from the U.S. Department of Commerce and/or the U.S. Department of State to release such technology or technical data to the employee and the institution will prevent access to the controlled technology or technical data by the employee until and unless the University has received the required license or other authorization to release it to the employee.

By signing below, you certify that the information you have provided is true and correct to the best of your knowledge. This signature also authorizes VISA to release any information pertaining to this application or any information from the institution's records that U.S. Citizenship & Immigration Services (USCIS) may need in order to determine the employee's eligibility for the authorization being sought. It is recognized and acknowledged that USCIS has authorization to conduct audits of this application using publicly available, open source information. It is also recognized that supporting evidence submitted may be verified by USCIS through any means determined appropriate by USCIS, including—but not limited to—on-site compliance reviews.

\_\_\_\_\_  
Department Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
College Dean/Vice President

\_\_\_\_\_  
Date



**OLD DOMINION UNIVERSITY**  
**VOLUNTEER OR VISITING SCHOLAR AGREEMENT** *rev 8*

This Agreement is made effective as of \_\_\_\_\_ 20-- (the "Effective Date") by and between Old Dominion University (hereinafter "ODU"), an agency of the Commonwealth of Virginia in Norfolk, Virginia and \_\_\_\_\_ (hereinafter referred to as "V /VS").

**WHEREAS**, the \_\_\_\_\_ research program and/or visit contemplated by this agreement is of mutual interest and benefit to the parties, and will further the knowledge, experience and skills of the Volunteer or Visiting Scholar (V/VS) and the instructional and research objectives of ODU in a manner consistent with its status as an institute of higher education;

**NOW, THEREFORE**, the parties hereto agree to the following terms, as a condition of V/VS's visit or participation in the research project:

1. **PURPOSE.** The V/VS understands that ODU's primary mission is education and advancement of knowledge and the research will be designed to carry out that mission.
2. **CONSIDERATION TO V/VS.** ODU shall at its sole discretion, provide the V/VS with access to research projects of interest to V/VS. V/VS agrees that there is to be no monetary compensation, other than reimbursement of expenses at ODU's discretion and that which may be available under clause 7c herein, if V/VS is deemed to be an inventor on patentable technology resulting from the research project.
3. **TERM.** The term of this agreement is for \_\_\_\_\_ ( ) months/year. If neither party terminates the agreement in the initial or subsequent term, the agreement shall be renewed automatically on an annual basis until terminated by either party. Either party may terminate future performance of the agreement at will upon written notice to the other party. Obligations of clause 5, will survive any termination of this agreement.
4. **OTHER RESEARCH.** The V/VS understands that ODU may be involved in similar research through other researchers on behalf of itself and others. ODU shall be free to continue such research. The V/VS shall not gain any rights via this agreement to other research.
5. **PROPRIETARY AND CONFIDENTIAL MATERIAL.** "Proprietary and confidential material," for the purposes of this agreement, shall mean certain proprietary and confidential material and information that the V/VS is provided, during the term of this agreement, by ODU, its affiliates, employees, agents, faculty, students or by others in connection to research being performed at the University or by its affiliates.
  - a. V/VS agrees to use all reasonable diligence to prevent disclosure of such proprietary and confidential material to any third party, unless so authorized in writing by ODU. V/VS shall not, directly or through others, allow such proprietary and confidential material to be disclosed, copyrighted, published, incorporated into any patent application or used for any purpose other than that explicitly allowed in writing by ODU.
  - b. V/VS's confidentiality obligations under this agreement shall be limited to a period of Five (5) years from the date of receipt of the proprietary and confidential material. V/VS shall not have any obligation of confidentiality with respect to any proprietary and confidential material that:
    - i. Was already in V/VS 's possession on a non-confidential basis prior to receipt from ODU and can be so documented; or
    - ii. Is in the public domain, by public use, general knowledge or the like, or after disclosure hereunder, becomes general or public knowledge through no fault of V/VS ; or
    - iii. Is properly obtained by V/VS from a third party not under a confidentiality obligation to ODU;
    - iv. Is explicitly approved for release by written authorization of ODU; or
    - v. Is independently developed or discovered, without any use of ODU's proprietary and confidential material; or
    - vi. Is required by law or court order to be disclosed.

- 6. PUBLICATIONS.** ODU shall be free to publish the results of the Research. Any publications shall give appropriate recognition to the contributions made by the V/VS. V/VS agrees not to publish any portion of the Research without the express written permission of the Vice President of Research of ODU
- 7. PATENTS AND INVENTIONS.** The basic policy of ODU, and one of the purposes of this Agreement, is to ensure that the results of Research are applied in a manner which best serves the interests of ODU and the public, while also protecting the interests of the V/VS and ODU.  
The V/VS shall have access to data, information, and inventions created during his/her participation of this research project within the context of this agreement and may use the same freely for his/her own personal and/or non-commercial research purposes, unless prohibited by law or prior agreement. In furtherance of this purpose and policy, the following provisions are mutually agreed to:
- a. V/VS agrees to be bound by the Policy 1424 of the Board Of Visitors as an individual who is utilizing the facilities owned by the University and agrees to treatment thereunder. V/VS agrees that he/she has read the above Policy. Under this Policy, title and ownership of any intellectual properties created (conceived and/or reduced to practice) as a result of V/VS's efforts while at ODU, whether or not copyrighted, patented or patentable, or otherwise, created solely by V/VS or jointly with ODU researchers shall remain with ODU; unless otherwise specified by this Policy.
  - b. V/VS agrees to promptly disclose in writing to ODU any intellectual property created (conceived and/or reduced to practice) as a result of his/her work at ODU. V/VS also agrees not to file for any Patent(s) related to his/her work at ODU or related to any proprietary and confidential material provided by ODU, without the written permission of ODU.
  - c. The V/VS agrees to execute and deliver to ODU or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce any application, invention and/or Letters Patent and equivalents thereof which may be necessary or desirable to protect, maintain or enforce the ownership of the intellectual property.
  - d. I hereby assign to ODU all right, title and interest in and to such intellectual property and agree that I will thereafter execute and deliver any transfers, assignments, documents or other instruments necessary or appropriate to vest title and ownership of such intellectual property in ODU including documents that may be necessary for securing intellectual property protection to such intellectual property. Each party shall retain for itself all right title and interest in any pre-existing background intellectual property owned by that party.
- 8. ASSUMPTION OF THE RISK.** The V/VS understands that he/she may be working with or in close proximity to very dangerous equipment or materials while conducting his/her experiments. The V/VS agrees that he/she will not operate the equipment or handle dangerous/toxic materials without the permission of ODU management and without ODU supervision. The V/VS understands that considerable risks exist in the handling of items such as but not limited to high voltage electrical equipment, electrical plasma, toxic chemicals and/or biological materials. Exposure to such equipment or materials can cause severe physical injury or death or the deterioration of bodily functions and organs, and other fatal injuries. Other risks specific to the project include but are not limited to the following \_\_\_\_\_  
\_\_\_\_\_. The V/VS agrees to assume the risk and agrees to hold ODU, its employees, and others using the research facilities harmless.
- 9. ASSIGNMENT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors to substantially the entire business and assets of the respective parties hereto. It is understood that the Old Dominion University Research Foundation (ODURF) is affiliated with Old Dominion University and rights under this agreement shall inure to the protection of ODURF and this agreement may be assigned without prior approval of the V/VS. Neither this Agreement nor any right, remedy, obligation, or liability arising hereunder shall be assignable by either party, other than the aforementioned assignment to ODURF, without the prior written consent of the other party; any attempted assignment is void.
- 10. GOVERNING LAW.** The validity and interpretation of this Agreement and the legal relationship of the parties to it shall be governed by the laws of the Commonwealth of Virginia and the applicable U.S. Federal law.

- 11. EXPORT CONTROL** The parties hereby acknowledge receipt of notice that some or all of the information, data or other material provided or exchanged pursuant to this Agreement may be technical data within the meaning of the International Traffic in Arms (ITAR) regulations, 22 CFR section 120-130 or the Export Administration Regulations (EAR), 15 CFR sections 768 - 819. Accordingly, the Parties shall not disclose, provide or export such information to any foreign person or entity, whether within the US or abroad, without obtaining appropriate export authorization in advance. The Parties acknowledge their awareness that intentional violation of such export requirements may constitute a crime.
- 12. FORCE MAJEURE.** Neither party shall be responsible to the other for failure to perform any of the obligations imposed by this Agreement, provided such failure shall be occasioned by fire, flood, explosion, lightning, windstorm, earthquake, subsidence of soil, failure or destruction, in whole or in part, of machinery or equipment or failure of supply of materials, discontinuity in the supply of power, governmental interference, civil commotion, riot, war, strikes, labor disturbance, transportation difficulties, labor shortage, or any other conditions of whatsoever nature or description beyond their reasonable control.
- 13. SEVERABILITY.** All provisions of this Agreement shall apply only to the extent that they do not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Agreement invalid, illegal or unenforceable under any applicable law. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of other provisions of this Agreement shall not be affected thereby.
- 14. RIGHTS AND OBLIGATIONS.** The rights and obligations of this shall survive and continue after any expiration or termination of this Agreement and shall bind the parties and their legal representative, successors, heirs, and assignees. The V/VS agrees to comply, and to do all things necessary for ODU to comply, with all applicable Federal, State and local laws, regulations and ordinances, insofar as they relate to the Research.
- 15. WAIVER OF RIGHTS.** No waiver of any right or remedy hereunder by either of the parties shall be deemed to be a waiver of any subsequent right or remedy. Nothing herein shall be deemed a waiver of ODU's sovereign immunity.
- 16. ENTIRE AGREEMENT.** Unless otherwise specified, this Agreement embodies the entire understanding between ODU and V/VS for the Research, and any prior or contemporaneous representations, either oral or written, are hereby superseded. No amendments or changes to this Agreement, including without limitation, changes in the statement of work, scheduled dates for reports or deliverables, and period of performance, shall be effective unless made in writing and signed by authorized representatives of the parties.
- 17. AGREEMENT OF EMPLOYER OF VS/V.** The employer of the V/VS joins in this agreement if no current Memorandum of Understanding exists between the employer and ODU has been executed.

**Signature Block on Next Page**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**OLD DOMINION UNIVERSITY**

**VOLUNTEER OR VISITING SCHOLAR (V/VS)**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Print name: \_\_\_\_\_

Print name: \_\_\_\_\_

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

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

Office of Research, Old Dominion University,  
4111 Monarch Way, Suite 203  
Norfolk VA 23529 USA

Citizen of \_\_\_\_\_

-----

Permanent Address

\_\_\_\_\_  
Print name of Department hosting V/VS

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Dean                      Date

City \_\_\_\_\_ State \_\_\_\_\_

\_\_\_\_\_  
Signature of Chair of Dept.                      Date

Postal Code \_\_\_\_\_ Country \_\_\_\_\_

\_\_\_\_\_  
Print name of Professor hosting V/VS

Tel \_\_\_\_\_

Email \_\_\_\_\_

**Employer of V/V S**

\_\_\_\_\_  
Print name of University/Institute/Company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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