

# 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)

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

Complete H-1B Application Employer portion (attached)

VISA Fee of \$750 transferred to 1N30-377 6; IDT to be initiated by requesting department  
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 page 3 to the Office of Finance.

D \$ (USCIS processing fee)

E \$500 (one-time "anti-fraud" fee paid to USCIS, not required for extension requests)

F \$140 (Premium Processing fee)

For STAFF Positions: Position



# [Use Departmental Letterhead]

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]

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-

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.

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

<p style="text-align: center;">Factors Considered (Check all that apply )</p>	<p style="text-align: center;">Describe how factors affect placement on wage range</p>	<p style="text-align: center;">Describe how the individual fits into wage scale based on own qualifications</p>
<p>Experience                      Length of experience                      Breadth of experience                      Type of experience</p>		
<p>Qualifications                      Level/Subject areas of degrees                      Skills, abilities, specific expertise                      Specialized knowledge</p>		
<p>Job Responsibility/Functions (Specify)</p> <hr/> <hr/> <hr/>		

Other Factors (Specify)  
 Professional Recognition  
 Complexity of Project

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

# 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: \_\_\_\_\_

# 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



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").

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;

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

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.

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.

The term of this agreement is for \_\_\_\_\_ ( ) months/year. If neither party terminates the agreement in the initial or subsequent terent terery tary rf5 (y)9 (S)0.8Td( )Tj4 ,(er)-. Tw e5.1 (he)-i.1 (f5 (y)9 006 Tc -o (y)9 09i0 Td Tc 0.012a)-1



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

the parties have executed this Agreement as of the Effective Date.

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