

Email: isso@uml.edu
Phone: 978-934-2383 Fax: 978-934-3022

Form B

International Employee or Visiting Scholar Questionnaire

Section 1 – Completed by International Students & Scholars Office (ISSO)

ISSO has determined the most appropriate Non-Immigrant Visa Status for you to be is:

Read the information at the end of this form pertaining to the above-mentioned visa category and direct any of your questions to isso@uml.edu. Please note that anyone being sponsored for J-1 status will be required to fulfill the J-1 Health Insurance requirement.

Is this an Initial Form to be completed by a New International Employee or Researcher to UML Lowell?

Yes No

Is this an Extension Request for a current International Employee or Researcher?

Yes No

Section 2 – Completed by International Employee or Visiting Scholar

Name must match Passport

Last Name:	First Name Middle Name
Phone Number:	Email Address:
Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female	Marital Status: <input type="checkbox"/> Married <input type="checkbox"/> Single
Date of Birth:	City of Birth:
Country of Birth:	Country of Citizenship:

Country of Legal Permanent Residence:

Are you intending on staying in the U.S. for a period longer than six months? Yes No

Highest COMPLETED Degree: Bachelor's Master's Ph.D.

Discipline: _____ Degree Conferral Date of Highest Degree: _____

Current Position in HOME COUNTRY:

Current Employer in HOME COUNTRY:

If on Student Status in Home Country, list Name of School:

Your Address Information

PERSONAL HOME COUNTRY MAILING ADDRESS, if currently living in the US (list Home Country Address):

ADDRESS TO MAIL THE VISA DOCUMENT (applies only to scholars who are new to UML Lowell. Those currently at UML Lowell applying for an Extension will be expected to pick up their updated document in person.):

Telephone:

Fax:

Email:

If currently in the U.S., provide current U.S. home address:

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If currently working in the U.S., provide current institution affiliated with and their address:

U.S. Visa History, if applicable

Have you held J-1 or J-2 status over the past?* Yes No

If YES, list entry and departure dates*: from _____ to _____

If YES, were you ever subject to 212e, the two-year home residency requirement?* Yes No

If you are requesting dependent visa documents, were any of the dependent(s) ever in J-1 or J-2 status in the past?* Yes No

* If the answer is Yes to any of the above, please provide a copy of Form DS-2019(s) along with J-1 or J-2 visa stamp(s) for you and any applicable dependent

Are you currently in the US? Yes No

If YES, list visa type:

Accompanying Family Information

Complete if you plan on having a spouse or child, under the age of 21, accompany you as a dependent of your visa status (as J-2, H-4, TD, etc.)

Complete the following for dependents (spouse or children under the age of 21)
 Remember to include additional funding as per our Estimate of Expenses below

Name of Dependent (Family, Given)	Date of Birth	City & Country of Birth	Country of Citizenship, Relationship to Scholar

ESTIMATE OF EXPENSES for International Employee or Researcher

\$1,800/month..... (\$21,600/year) for living expenses.

\$250/month for spouse..... (\$ 3,000/year)

\$170/month for each dependent.... (\$ 2,000/year per dependent)

ATTACH A COPY OF PASSPORT IDENTIFICATION PAGE Employee/Researcher and Dependent(s)

IF MARRIED, attach a copy of the Marriage Certificate with English Translation

COPY OF BIRTH CERTIFICATE for each child, under the age of 21, that you wish to include as a Dependent of your Visa Status

COPY OF FINANCIAL DOCUMENTS evidencing your ability to finance the dependent(s) listed above

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Visiting Scholar Agreement (For J visa scholars only)

This agreement is made effective as of the date signed by and between the University of Massachusetts Lowell campus, (hereinafter "UML"), an institution of higher education of the Commonwealth of Massachusetts, and the visiting scholar identified in section 2 (above) and signing below (hereinafter referred to as Visiting Scholar or "VS").

WHEREAS, the agreement is of mutual interest and benefit to the parties, and will further the knowledge, experience and skills of the Visiting Scholar and the instructional and research objectives of UML in a manner consistent with its status as an institution of higher education;

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

1. **PURPOSE.** The VS understands that UML's primary mission is education and advancement of knowledge, and the research will be designed to carry out that mission.
2. **CONSIDERATION TO VS.** UML shall at its sole discretion, provide the VS with access to research projects of interest to VS. VS agrees to abide by the terms in the offer letter/invitation (in which there might be no monetary compensation, other than reimbursement of expenses at UML's discretion) and that which may be available under clause 7c herein, if VS is deemed to be an inventor on patentable technology resulting from the research project.
3. **TERM.** This agreement covers the period of stay at UML. Either party may terminate future performance of the agreement at will upon written notice to the other party. Obligations under this agreement will survive any termination of this agreement.
4. **OTHER RESEARCH.** The VS understands that UML may be involved in similar research through other researchers on behalf of itself and others. UML shall be free to continue such research. The 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 VS is provided, during the term of this agreement, by UML, its affiliates, trustees, officer, employees, agents, faculty, students, or by others in connection to research being performed at UML or by its affiliates, including without limitation any trade secrets and unpublished know-how.
 - a. 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 UML. VS shall not, directly or through others, allow such proprietary and confidential material to be reproduced, disclosed, copyrighted, published, incorporated into any patent application or used for any purpose other than that explicitly allowed in writing by UML.
 - b. 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 (or a longer period if such material is obtained by UML from an external source under a confidentiality agreement specifying such a longer period). VS shall not have any obligation of confidentiality with respect to any proprietary and confidential material that:
 - i. Was already in VS 's possession on a non-confidential basis prior to receipt from UML 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 VS; or
 - iii. Is properly obtained by VS from a third party not under a confidentiality obligation to UML;
 - iv. Is explicitly approved for release by written authorization of UML; or
 - v. Is independently developed or discovered, without any use of UML's proprietary and confidential material; or
 - vi. Is required by law or court order to be disclosed.

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6. **PUBLICATIONS.** UML shall be free to publish the results of the research. Any publications shall give appropriate recognition to the contributions made by the VS. VS agrees not to publish any portion of the research without the express written permission of UML.

7. **INTELLECTUAL PROPERTY.** An important responsibility of UML, 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 UML and the public, while also protecting the interests of the VS and UML. In furtherance of this purpose and policy, the following provisions are mutually agreed to:
 - a. VS agrees to be bound by the UMass Intellectual Property Policy (BoT Doc. T96-040) (the "Policy"). VS agrees that he/she has read the Policy. Title and ownership of any intellectual property created (conceived and/or reduced to practice) as a result of VS's efforts while at UML, whether or not copyrighted, patented or patentable, or otherwise, created solely by VS or jointly with UML researchers shall remain with UML, unless otherwise specified by the Policy.

 - b. VS agrees to promptly disclose in writing to UML any intellectual property created (conceived and/or reduced to practice) as a result of his/her work at UML. VS also agrees not to file for any patent(s) related to his/her work at UML, or related to any proprietary and confidential material provided by UML, without the written permission of UML.

 - c. The VS hereby assigns, transfers, and conveys to UML all of his/her right, title, and interest in any inventions, copyrightable works, and tangible materials for which UML asserts ownership under the Policy. At the request of UML, VS agrees to execute and deliver promptly a specific assignment to UML all of rights, title, and interest to such intellectual property, including without limitation any proprietary rights arising from patent applications or copyright registration in the United States and foreign countries. VS further agrees to supply UML with all information, and to execute all documents necessary, to obtain and maintain patents, copyrights, or other forms of legal protection for such intellectual property. VS hereby appoints UML as his/her attorney to execute and deliver such documents on behalf of the VS in the event that VS should fail or refuse to fulfill the obligations under this section within a reasonable period of time.

8. **ASSUMPTION OF THE RISK.** VS agrees to abide by all UML rules and regulations while performing research on UML premises, including, but not limited to, safety, health, and hazardous material management rules. The 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 VS agrees that he/she will not operate the equipment or handle dangerous/toxic materials without the permission of UML management and without UML supervision. The 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.

The VS agrees to assume the risk and agrees to hold UML, its employees, and others using the research facilities harmless.

9. **ASSIGNMENT.** This Agreement shall not be assignable by either party without the prior written consent of the other party, and any attempted assignment without such consent 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 Massachusetts without regard to conflicts of law principles.

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11. **EXPORT CONTROL.** It is the mission and policy of UML to conduct instruction and fundamental research openly and without prohibitions on the dissemination of learning or research results, whenever possible. The VS agrees to comply with all applicable laws, including but not limited to the U.S. Export Administration Regulations and the International Traffic in Arms Regulations, that pertain to necessary licenses and other provisions with regard to exports and export control (including domestic technology transfers for foreign persons). The VS acknowledges his/her awareness that violations of such export regulations might constitute a crime, and might be punishable by the U.S. government, to include fines, debarment, and imprisonment.
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 agreement shall survive and continue after any expiration or termination of this Agreement, and shall bind the parties and their legal representatives, successors, heirs, and assignees. The VS agrees to comply, and to do all things necessary for UML to comply, with all applicable Federal, State and local laws, regulations and ordinances, insofar as they relate to the research. VS acknowledges that UML may terminate his/her visit at its sole discretion.
15. **ENTIRE AGREEMENT.** Unless otherwise specified, this Agreement embodies the entire understanding between UML and VS for the research, and any prior or contemporaneous representations, either oral or written, are hereby superseded. No amendments or changes to this Agreement, shall be effective unless made in writing and signed by authorized representatives of the parties.

Name (print): _____

Signature: _____

Date: _____

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Information on the More commonly used Work Visa Categories

J-1 Short-Term Scholar category - is intended for professors, research scholars, or persons with similar education or accomplishments coming to the United States to lecture, observe, consult, train, or demonstrate special skills at research institutions, museums, libraries, post-secondary accredited educational institutions, or similar types of institutions on a short-term visit. (Must have at least a Master's level or be in last thesis research level of Master's completion). Short-term scholars may participate in the Exchange Visitor Program at conferences, workshops, seminars, or other events listed on the J-1 visa document (Form DS-2019). **The maximum duration of the Short-Term Scholar category is six months. (Extensions are not permitted beyond a six month-period for this category).**

J-1 Professor/Research Scholar category – intended for Professors and Research Scholars to be engaged in research, teaching, observation and lecturing with their U.S. sponsoring institution. **Tenure-track candidates are NOT eligible for the J-1 sponsorship.** (If you are entering UML Lowell as a tenure-track candidate or as a permanent employee, please consult with the International Students and Scholars Office for advice on other visa options.) **The maximum duration for the Professor/Research Scholar categories is five years.**

J-1 Status – 12 Month Bar – Professors and Research Scholars may not be in the United States in J-visa status for any part of the 12-month period preceding the start date of their programs, indicated on their J-1 visa document (Form DS-2019). This 12-month bar is waived if the participant was 1) present in the United States no more than six months; or 2) participated in the Short-Term Scholar category.

There is also a 24-month bar which applies to J-1 Professors or Researcher Scholars. It prevents them from re-entering the United States in these two categories for a period of 24-months immediately following completion of a J-1 program.

J-1 Intern category - for Visiting Research Students while in the midst of Bachelor's or beginning of Master's level degree. Student must be enrolled as a full-time student in home country institution and be sponsored by a UML Lowell Faculty Member within their field of study. The UML Lowell Faculty Member will collaborate with student, and student's home country's Academic Advisor on a research internship project mutually beneficial to all parties. Form 7002 will also be completed by both student and their UML Lowell Faculty Member.

Two-Year Foreign Residence Requirement - Applies to SOME J-1 Scholars,
<https://travel.state.gov/content/visas/en/study-exchange/exchange.html>

There are some J-1 Exchange Visitors who are affected by a provision referred to as "the two-year home country residence requirement." This means that after completing one's program in the United States, an Exchange Visitor subject to the two-year foreign residence requirement will be expected to return to his/her home country for a two-year period. The Exchange Visitor will not be permitted to apply for permanent resident status or for H or L non-immigrant visas. The Home Country Residence rule applies to: 1) Exchange visitors whose programs are financed in whole or in part, directly or indirectly, by the U.S. Government or the government in their home country; 2) Exchange Visitors whose country and field of specialized knowledge (skill) are listed in the "Skills List" as published by the Department of State; 3) Exchange Visitors who are receiving graduate medical education or training. This requirement also applies to J-1 Short-Term Scholars.

Health Insurance Requirement - U.S. Department of State regulations require all J-1 Exchange Visitors to have medical insurance for themselves and any accompanying J-2 family members for the duration of their program. Your health insurance must meet the following requirements for both you, and any J-2 dependents:

- 1) At least \$50,000 for Medical Evacuation to the home country*
- 2) At least \$25,000 for Repatriation of Remains*
- 3) \$100,000 per accident or illness
- 4) A deductible not to exceed \$500 per accident or illness

* Please note that the university pays for #1 and #2 above for all J scholars (i.e., Medical Evacuation and Repatriation of Remains). This is automatic and you need not take any action to obtain insurance to comply with #1 and #2 above. But IT IS YOUR RESPONSIBILITY to take care of coverage for #s 3 and 4 above.

YOU ARE LEGALLY RESPONSIBLE to maintain health insurance coverage for #3 and #4 above.

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The H-1B & O-1 categories

These are the most complex, time consuming and costly work visa categories. The processing is outsourced to an immigration attorney, who prepares the paperwork to be approved by the International Students & Scholars Office. The petition is then sent to the U.S. Citizenship & Immigration Services for official certification.

H-1B- Specialty Occupation Category

H-1B Specialty Occupation Work Visa

- **The H-1B Specialty Category** is only intended for paid positions of a specialty nature (individual must have a minimum of a Bachelor's degree in the field the job is in).
- UML Lowell must pay prevailing wage for the position as determined by the Department of Labor.
- This is the visa category most used for long-term faculty positions or tenure-track positions.
- The maximum amount of time on H-1B status is six years (with a maximum initial period of three).
- Concurrent employment is permitted BUT each employer must apply for an H-1B petition.
- Dual intent is allowed (i.e., person can intend to immigrate to US).
- H-4 Dependents are not permitted to apply for work authorization.
- There are significant fees associated with the H-1B Application Process (including the attorney fees – approximately up to \$3,500).
- All fees associated with the H-1B process, including attorney fees, must be paid by UML Lowell
- Processing can take from 6-10 weeks

O-1 Category – Scholars of Extraordinary Ability or Achievement

O-1 Individuals With Extraordinary Ability or Achievement Work Visa

- **The O-1 category** requires considerable documentation and is best reserved for the most highly qualified professors, researchers, and artists with a high level of expertise (i.e., top in their field).
- The level of paperwork required for this category is similar to the permanent residency application.
- O-1 permits concurrent employment BUT each employer must apply for a separate petition.
- O-1 can be granted for a maximum initial period of three years, with one-year extensions possible indefinitely.
- Dependents (O-3 visa holders) are not permitted to apply for work authorization.
- The filing fees for an O-1 are typically similar to those for an H-1B, as mentioned above (approx. \$3,500)
- All fees associated with the O-1 process, including attorney fees, must be paid by UML Lowell.
- Processing can take from 6-10 weeks.

TN - Professionals from Canada or Mexico

part of The North American Free Trade Agreement (NAFTA)

TN NAFTA Professionals

- The TN is only for temporary employment (**not appropriate for tenure-track or permanent positions**)
- It can be issued indefinitely in a maximum of three-year increments.
- Dependents (TD visa holders) are not permitted to apply for work authorization.
- There is minimal paperwork. A letter from UML Lowell's sponsoring department will usually suffice. The letter must be reviewed and approved by the International Students & Scholars Office.
- There are some differences in the TN application process for Canadian and Mexican citizens .

[Return to isso@uml.edu](mailto:isso@uml.edu)