



Office of Global Initiatives
**Application Instructions
For Prescribed Study Students**

New Jersey Institute of Technology (NJIT) has authorization to sponsor an Exchange Visitor Program that allows our academic departments to invite foreign prescribed study students to the U.S. to collaborate on research and/or engage with students and faculty on emerging academic topics and issues. The purpose of the J-1 Exchange Visitor program is to promote “mutual understanding between Americans and citizens of other countries.”

See page 6 of this packet for application instructions.

Requirements for the student

- Must be matriculated in a degree-granting program at their home institution. Student’s education will benefit from the proposed program at NJIT and the experience will enhance the faculty and students of the host department.
- Must be in good academic standing at home institution.
- Must meet NJIT’s English proficiency requirement: minimum TOEFL score of 79, IELTS of 6.5, or Duolingo 105. Exceptions may be made only if the student received/are pursuing a degree from some English-speaking countries (see below).
- Must have appropriate health insurance coverage (see Health Insurance Requirement section below).
- Must have enough funding to cover his/her expenses for the term at NJIT. Funding must be less than 50% personal or family funds.

Host department responsibilities

- Review the prescribed study student’s vitae, academic record, references, publications (if available), and objectives
- Interview the prescribed study student and to identify the means of providing a mutually beneficial program. The prescribed study student and host department must have compatible academic and research interests.
- Identify ways in which the prescribed study student can further contribute to the department, such as seminars or special lectures.
- Prescribed study students may receive payment from NJIT only for services explicitly related to the research opportunity as outlined in their offer letter. Federal regulations require that written permission is required from academic department dean or chairperson and the Office of Global Initiatives before services are rendered.
- Positions must be temporary in nature, not exceeding a period of (12) months. The position offered cannot be tenure-track.
- It is expected that departments will engage students for at least 20 hours/week.
- If students are being compensated, the department is expected to make compensation available in a timely manner (for example, every other week).

Funding requirements

- Before visa supporting documentation (DS-2019) can be issued, NJIT must obtain documentation that the prescribed study student has financial resources sufficient to meet living expenses in the United States.
- Federal regulations require that J-1 students attend a university that has a memorandum of understanding established with NJIT, OR receive at least 51% of their funding from their home government, the U.S. government, their home university, NJIT or an outside scholarship.
- Students may not use more than 49% personal or family funds to support themselves while in the U.S.
- Living expenses are estimated to be at least \$2,000/month, with an additional \$650/month if accompanied by a spouse and for each accompanying child.
- Acceptable documents can include a copy of the NJIT offer letter, bank statements in English in U.S. dollars on the financial institution's letterhead, and/or letters in English from sponsoring institutions specifying sponsorship amount, on that institution's letterhead with their official seal.

English Proficiency Requirement

As a requirement of the J-1 visa, prescribed study students must show proof of English proficiency before a DS-2019 is issued by NJIT. NJIT accepts two forms of proof of English proficiency:

1. Standardized test scores (at a minimum, TOEFL iBT 79, IELTS 6.5, or Duolingo 105)
2. Interview with a member of NJIT's English as a Second Language (ESL) Program

The English proficiency requirement will be waived in the following cases:

- (a) For students who are citizens of or graduated from a degree program from the United States, the United Kingdom, Ireland, Australia, New Zealand, or Anglophone Canada.
- (b) For students who graduated from a degree program whose primary language of instruction is English. In this case, students will be required to provide adequate proof of language of instruction (for example, a copy of the university's catalog).

NOTE:

Receiving a degree in a country that lists English as an official language (such as India, Pakistan, the Philippines, Hong Kong, Nigeria, or Singapore) will not exempt an applicant from the English language proficiency requirement unless the conditions in (b) above are met.

- If the student will be doing the interview option, the host department should contact the Office of Global Initiatives to inform them of that. The interview fee is \$200 per interview.
- Potential students who obtain a score of 82 or better will have met NJIT's English proficiency requirement. The proficiency scale is described below.
- If a potential student does not obtain the minimum score, the host department can request another interview one (1) month from the date of the first interview or request that the student provide the standardized English test instead.

English Language Proficiency Interview procedures:

1. Registration and fees

- a. Interviews are conducted via video conference or in person by a member of NJIT's ESL Program.
- b. The \$200 interview fee, effective immediately, is payable by internal journal voucher. The host department is solely responsible for this fee, and no funds should be solicited directly from the student.
- c. Interviews cannot be conducted until payment has been made. Once the payment is received, the ESL staff member will contact the potential student to arrange an interview date and time. The interview will last approximately 20-30 minutes.

2. About the interview

- a. At the beginning of the interview, the interviewer will verify the candidate's identity by viewing an identification card that has both the candidate's name in Latin alphabet script and a recent photo. This is usually done with a passport or other government-issued ID.
- b. The candidate should be the only person in the room during a video conference interview. Candidates are forbidden from seeking assistance from others during the interview. If the interviewer concludes that the candidate is receiving help, the interview will end.
- c. The interview takes between 20-30 minutes. It combines questions and answers with several language tasks. The interviewer uses a scoring rubric to determine if candidates meet the language proficiency requirements. The types of questions employed are not released before an interview. Once an interview is completed, the interviewer scores the interview and completes the J-1 English Proficiency Verification Interview Assessment Report that is sent to the Office of Global Initiatives (OGI). The OGI will then communicate the overall score to the host department. The written report will not be shared with the host department or the candidate.
- d. All scores are final and not subject to dispute or negotiation.

3. Assessment

- a. Final scores are assigned using the Common European Framework of Reference (CEFR) scale. The scale consists of six levels - A1 (the lowest), A2, B1, B2, C1, and C2 (the highest).

C2 (High Proficient) - Can understand with ease virtually everything heard. Can summarize information in a coherent presentation. Can express himself/herself spontaneously, very fluently and precisely, differentiating finer shades of meaning even in more complex situations. Can use vocabulary flexibly and precisely. Can appropriately and naturally use grammatical structures. Pronunciation is precise and poses no problems for the interlocutor.

C1 (Proficient) - Can recognize implicit meaning. Can express himself/herself fluently and spontaneously without much obvious searching for expressions and only occasional repetition. Can use language flexibly and effectively for social, academic, and professional purposes. Can produce clear, well-structured, detailed text on complex subjects, showing controlled use of organizational

patterns, connectors, and cohesive devices. Can use vocabulary flexibly with some occasional inappropriate wording.

B2 (High Independent) - Can understand concrete and abstract topics, including technical discussions in his/her field of specialization. Can interact with a degree of fluency and spontaneity that makes regular interaction with native speakers quite possible without strain for either party. Can produce clear, detailed speech on a wide range of subjects and explain a viewpoint on a topical issue. Can speak at length, but may show hesitation or exhibit a lack of coherence. May use vocabulary and grammatical structures with limited flexibility. Can usually be understood but has a limited range of pronunciation features.

B1 (Independent) - Can understand the main points of clear standard input on familiar matters regularly encountered in work, school, and leisure. Can deal with most situations likely to arise in an area where the language is spoken. Can produce simple connected text on topics that are familiar or of personal interest. Can describe experiences and events, dreams, hopes, and ambitions and can briefly give reasons and explanations for opinions and plans. May exhibit long pauses and slow speech. May make frequent errors in word and grammatical choices. Frequent mispronunciations may make it difficult for the interlocutor to comprehend intended meaning. The user at this level has mastered the basic structures of the language and is beginning to attempt to produce more complex language.

A2 (High Basic) - Can understand frequently used expressions related to areas of most immediate relevance, such as very basic personal and family information, shopping, local geography, and employment. Can communicate in simple and routine tasks requiring a simple and direct exchange of information on familiar and routine matters. Can describe in simple terms aspects of his/her background, immediate environment, and matters in areas of immediate need. May be able to convey only basic meanings often characterized by long pauses. May have insufficient vocabulary and grammar abilities to communicate effectively. Mispronunciations may cause difficulty for the interlocutor.

A1 (Basic) - Can understand and use familiar everyday expressions and very basic phrases aimed at the satisfaction of needs of a concrete type. Can introduce himself/ herself and others and can ask and answer questions about personal details such as where he/she lives, people he/she knows, and things he/she has. Can interact in a simple way provided the other person talks slowly and clearly and is prepared to help. Little communication may be possible outside of the realms described above. Speech may be intelligible.

Health Insurance Requirement

The U.S. Department of State requires all exchange visitors (both J-1 principals and J-2 dependents) to have sickness and accident insurance and medical evacuation and repatriation insurance in effect for the duration of their exchange visitor program. A willful failure to carry insurance is considered to be a violation of the Exchange Visitor Program regulations. See <http://www5.njit.edu/global/health-insurance-requirements/>.



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Cultural Exchange Requirement

Since prescribed study students will return to their home countries, it is hoped that they will carry with them not only expertise gained at NJIT but also impressions and experiences that support the hospitality and goodwill of NJIT faculty and staff. The host department should make every effort to assist the prescribed study student in adjusting to living in a different educational community and cultural setting. Students should be encouraged to participate in on-campus cultural and social events. The host department should make sure the student's schedule allows time for social activities.

SEVIS Fee

The US Department of Homeland Security (DHS) requires the collection of a fee of US \$180 from J-1 Exchange Visitor Students. This fee is used to fund the operation of the Student and Exchange Visitor Program. This fee is applicable to an individual applying for a J-1 visa for initial participation in a program. J-1 visa applicants must remit the fee directly to DHS electronically through this website: <https://www.fmjfee.com/>

Academic Training (Off-campus employment)

Prescribed study students do not qualify for academic training. This means that they cannot work off campus during or after their stay at NJIT.



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How to apply

The supervising professor should collect **all** required forms and signatures and submit the complete application electronically to the Office of Global Initiatives at global@njit.edu.

Applications must be submitted at least 3 months before the student's requested start date.

A complete application must include the following:

1. Host Department Request Form.
2. Prescribed Study and DS-2019 Application Form.
3. Invitation letter from NJIT faculty: official letter regarding the nature of the involvement with the student's project, the start and end dates of the activity, and whether the student will receive departmental funding.
4. Letter from home institution describing the student's academic program, confirming that an NJIT professor will supervise the work.
5. Proof of funding for the duration of the program.
6. Copy of biographical page of the passport.
7. Copy of evaluated transcript from the current academic program.
8. Copy of diploma (highest earned).
9. Copy of student's CV.
10. Office of Research Review Form.
11. Agreement related to Intellectual Property.
12. Proof of English proficiency as described above.

Both pages of this application must be completed by the student planning to come to NJIT.

Failure to complete it in its entirety will delay the issuance of the Form DS-2019 required for obtaining the J-1 visa.

BIOGRAPHICAL INFORMATION (AS IN YOUR PASSPORT)

Last name: _____ Given name: _____

Date of birth: (MM/DD/YYYY) _____ Gender: Female ____ Male ____

City of birth: _____ Nation of birth: _____

Nation of permanent residency: _____ Nation of citizenship: _____

HOME COUNTRY ADDRESS (your invitation letter and DS-2019 will be sent to this address)

Street: _____

City: _____ Country: _____ Postal code: _____

Phone number: _____ Email: _____

ACADEMIC INFORMATION

NJIT Sponsoring Department: _____

Start date at NJIT: _____ End date at NJIT: _____

Are you currently in the U.S.? YES ____ NO ____

If you are currently in the U.S., under what visa type? _____

Current U.S. address (if you are currently in the U.S.):

Street: _____

City: _____ State: _____ Zip code: _____

Phone number: _____ Email address: _____

HOME COUNTRY INSTITUTION INFORMATION

Home country institution: _____

Degree you are pursuing at the above institution: Bachelor's ____ Master's ____ PhD ____

Major: _____ Date of graduation: _____

DEPENDENT INFORMATION

If you are planning to bring a dependent with you (spouse or children only) provide us with their information below, along with copies of passport(s) and marriage certificate (spouse only). Use a separate sheet if you have more than one dependent.

Last name: _____ Given name: _____

Date of Birth (MM/DD/YYYY): _____ Gender: Male _____ Female _____

City of Birth: _____ Country of Citizenship: _____

Country of Legal Residence: _____ Email address: _____

FINANCIAL INFORMATION

You must show a minimum of \$2,000 per month for living expenses and estimate approximately \$650 per dependent per month. Proof of funding is required: a copy of an official bank statement from yourself or sponsor showing a history of debits and credits, or letter of sponsorship from your university, scholarship organization or government. Financial documentation must be current (no more than 2 months old) and in English. Only 49% or less of your funding can come from personal or family funds unless you are currently a student at one of NJIT's partner universities.

Indicate all appropriate means of support and indicate amounts:

Source	Amount (per month)
NJIT Funding	
U.S. government agency Name of agency: _____	
Exchange visitor's government	
Other organization (such as home university) Name of organization: _____	
Personal or family support (cannot be more than \$1,000/ month)	

ACKNOWLEDGEMENT

I certify that all of the information provided is correct and I understand that it is my obligation to report any changes in my personal information and/or research activities to the University.

Student Signature: _____ Date: _____

OGI USE ONLY	
Received on _____ by _____	Banner entered on _____ by _____

**AGREEMENT RELATING TO INTELLECTUAL PROPERTY
(Prescribed Study Students)**

During and within the scope of my employment or other affiliation with the New Jersey Institute of Technology (NJIT), I may engage in research or scholarly endeavors which result in inventions, discoveries or the creation of work product which constitutes intellectual property (IP) and is subject to NJIT policy governing same. By way of illustration, this includes works which are or may be eligible for patent, copyright or trademark protection, or may form the basis for “know-how” or trade secrets.

I understand that I receive support from NJIT in a variety of forms, such as salary, imputed compensation, usage of equipment, dedicated personnel, materials, offices and facilities that are available and may lead to the creation of IP during my employment at, or affiliation with NJIT. I also understand that I may participate in research, funded by grants or contracts with government agencies, corporations, foundation or other third parties who may directly or indirectly sponsor my activities. I further understand that these grants or contracts usually require that NJIT protect sponsoring agency rights to IP that may result from such sponsored research or activities.

As such, I hereby acknowledge that NJIT has an uncompromisable responsibility to secure, whether for itself or for sponsoring agencies, title to all IP resulting from research, work products and/or discoveries conceived and/or made by me either with substantial use of NJIT resources or within the scope of my employment, as defined by NJIT policy, including patent and copyright policy.

Accordingly, as consideration for and as a term of, my employment/affiliation, I agree that I am under a continuing obligation to abide by NJIT IP policies, specifically including its Patent, Copyright, Trademark and Trade Secret policies, and furthermore, hereby agree, for all inventions, discoveries or other creations made either within the scope of my employment or through substantial use of NJIT resources or as part of any sponsored funded grants or contracts, to assign to NJIT and/or sponsoring agencies (as applicable), all rights to IP, including patents, trademarks or applicable copyrights, and agree to affirm NJIT and/or applicable sponsoring agency ownership of all “know-how” and trade secrets.

Therefore, I specifically agree that I will:

1. Promptly disclose, through a fully completed NJIT authorized and provided invention disclosure form, to the Office of Technology Development (OTD), its express designee or successor in interest, the information concerning inventions, discoveries or other creations that I may make, for evaluation as to ownership, as well as determination of the feasibility of filing for protection and engaging in commercialization of the IP;
2. Assign to NJIT, or its designee, all of my right, title or interest to such inventions, discoveries or other creations which may be protected by patent applications, issued patents, copyright protections, trade secrets, “know-how” or trademark protections;
3. Execute, upon request of NJIT, any document necessary and proper to secure the issue of letters patent, United States or foreign, and for securing any other rights in IP, including trademark or copyright;
4. Prevent, to the extent reasonably within my control, dissemination, publication or

disclosure of patentable or otherwise protectable inventions or discoveries until NJIT has explicitly given me, through its authorized agents, written permission to disseminate, publish or disclose the invention or discovery;

5. Not use or disclose any information marked or identified as confidential by NJIT and/or any sponsoring agencies (as applicable) or which should be understood to be confidential by a person exercising reasonable business judgment, without the prior written consent of NJIT. Upon terminating my employment and/or affiliation with NJIT, I agree to return all confidential information to NJIT, including but not limited to the deletion of all confidential information from my personal files, records, computers, and the like.
6. Assist in any other activities that relate to the affirmation and procurement of all manner of IP rights, including, but not limited to, cooperation solely with NJIT designated legal counsel in patent prosecution and IP litigation;
7. Cooperate fully with OTD in any NJIT evaluation and/or commercialization efforts or other authorized evaluation and commercialization programs as needed;
8. Covenant not to withhold, from OTD, potential inventions, discoveries and/or creations which were created within the scope of NJIT's IP policies, specifically including the Patent, Copyright and Trademark policies, and further pledge not to commercialize, or cause or permit others to commercialize, any aspect of potential inventions, discoveries or creations which were created within the scope of NJIT's IP policies, except where explicitly authorized in writing by the Executive Committee for Technology Development (ECTD).
9. Covenant not to incorporate, into work done during my employment/affiliation with NJIT, any third party IP to which I do not have proper rights of use;
10. Attest that I am presently not under any restrictions from any previous employers nor any contractual agreements to which I am a party, pertaining to any field of work that I will be engaged in during my employment/affiliation with NJIT that have not been formally, explicitly disclosed to OTD, or its express designee or successor in interest;
11. Hereby record, on the attached Schedule A, a listing of all previously filed IP, specifically including patents and registered copyrights where I was an inventor, assignee or owner of interest.

I understand that NJIT's IP policies provide for sharing of income arising from inventions, discoveries or patents that I assign to NJIT under this Agreement. I understand that such sharing and other policies and practices that are set forth in NJIT's IP policies, may properly change from time to time, and as such, I agree to abide by the terms in effect at the time of receipt by OTD of a completed, timely filed disclosure of an invention or discovery.

Also, I understand that, from time to time NJIT's IP policies or any one or more of them may be amended. Accordingly, I agree to abide by the controlling policy at the time of the invention or discovery, and I understand that I may be asked to sign annual certifications relating to intellectual property that are consistent with such policy(ies) during my employment/affiliation with NJIT. Furthermore, I understand that portions of this Intellectual Property Agreement, such as the obligation to assist with patent application and/or prosecution resulting from an invention disclosure, which I may submit under the obligations of NJIT Patent Policy, and my obligation to maintain the confidentiality of NJIT information, will survive the term of my employment/affiliation with NJIT.

This Intellectual Property Agreement shall be deemed to be executed within and interpreted in accordance with the laws of the State of New Jersey (USA) and all disputes shall be venued in Essex County.

SIGNED,

DATE:

Prescribed Study Student Signature

PRINT STUDENT FULL NAME, ADDRESS AND AFFILIATED NJIT DEPARTMENT:

Name

Address

Department

SCHEDULE A

PATENTS (Pending/Issued):

- 1). Title: _____
Patent Number/Application No. _____
Inventor(s) _____
Assignee(s): _____

- 2). Title: _____
Patent Number/Application No. _____
Inventor(s) _____
Assignee(s): _____

- 3). Title: _____
Patent Number/Application No. _____
Inventor(s) _____
Assignee(s): _____

- 4). Title: _____
Patent Number/Application No. _____
Inventor(s) _____
Assignee(s): _____

REGISTERED COPYRIGHTS

Title of Work: _____
Filing No: _____
Creator(s): _____
Assignee(s): _____
Was This Software? _____ Yes _____ No

Title of Work: _____
Filing No: _____
Creator(s): _____
Assignee(s): _____
Was This Software? _____ Yes _____ No

1) Title of Work: _____
Filing No: _____
Creator(s): _____
Assignee(s): _____
Was This Software? _____ Yes _____ No