

**SPONSORSHIP FOR PERMANENT RESIDENCE
AND REPAYMENT AGREEMENT**

This Sponsorship for Permanent Residence and Repayment Agreement is entered into between the California Institute of Technology (“Caltech”) and _____ (“Employee”).

Caltech has determined that it is in the best interest of the Institute to assist and support Employee in obtaining permanent resident status, including paying attorney’s fees and costs associated with its sponsorship of Employee as specified below:

EMPLOYEE

Attorney fees for an attorney approved by Caltech

Application fees for the following:

- I-140
- I-485
- Fingerprint fee
- Costs associated with medical examinations related to legal permanent residency filing.

If the sponsoring entity does NOT wish to cover the costs for dependents, please include this language:

Except as specifically provided above, Employee agrees to pay any and all costs and fees associated with his/her application for permanent residency.

If the sponsoring entity wishes to cover the costs for dependents, please delete the previous sentence and include this language:

EMPLOYEE’S DEPENDENTS: SPOUSE AND/OR MINOR CHILDREN

Attorney fees for an attorney approved by Caltech

Application fees for the following:

- I-485
- Fingerprint fees
- Costs associated with medical examinations related to legal permanent residency filing

Any payments by Caltech of attorneys’ fees and costs associated with filings for the Employee’s spouse and/or children are considered taxable income to Employee and appropriate withholding and reporting will be made by Caltech with respect to such payments.

_____ authorizes that the Costs be charged to account number _____.

If new procedures are introduced with additional fees, an amendment will need to be signed between Caltech and Employee to address responsibility for such costs.

If family-based or diversity visa lottery permanent residency becomes available to Employee, it is within Caltech’s discretion to incorporate the new eligibility under this sponsorship agreement.

Employee further understands and agrees that if he/she fails to maintain expected standards of performance and conduct as determined by Caltech and/or comply with Caltech's policies and procedures, that Caltech's sponsorship and support of his/her petition for permanent residency may be withdrawn in Caltech's sole discretion.

Employee understands and agrees that if he/she voluntarily resigns from his/her job with Caltech for any reason, or if Caltech terminates his/her employment for any reason other than layoff or reorganization, as determined by Caltech in its sole discretion, Employee agrees to repay the Costs to Caltech as follows:

- a. If such resignation or termination occurs prior to the date of the Notice of Action (I-797) indicating approval of the I-485, 100% of the Costs incurred.
- b. If such resignation or termination occurs on or within one year from the date of the Notice of Action (I-797) indicating approval of the I-485, he/she will repay the Costs prorated based on the percentage of the year he/she has worked.
- c. Employee will execute an additional agreement, a sample of which is attached as Attachment A, on or about the date of Employee's resignation. This agreement will indicate how he/she will repay the Costs as specified in the agreement.

Should Caltech find it necessary to terminate Employee's employment for reasons of layoff or reorganization at any time, or if the employment relationship is terminated due to Employee's disability or death, Employee will not be required to repay any part of the Costs. In cases that involve labor certification, Employee is not responsible for repayment of any costs associated with the labor certification process.

Upon Caltech's request, Employee agrees to provide Caltech with complete copies of all documents filed on his/her behalf. Caltech agrees to maintain the confidentiality of such documents to the extent required by law.

Employee acknowledges that he/she has read and understands the terms of this Agreement, and has freely chosen to sign this Agreement after carefully considering its terms.

Date

Signature of Employee
(Please type name)

Date

Signature of Sponsoring Caltech Faculty
(Please type name)

Date

Signature of Sponsoring Director (if applicable)
(Please type name)

Date

Sponsoring Division Chair/Vice President
(Please type name)

Date

Provost (Faculty cases only)

ATTACHMENT A

AGREEMENT FOR PAYMENT OF PERMANENT RESIDENCE COSTS

I, _____, agree to repay the California Institute of Technology (“Caltech”) the amount of \$ _____ which was paid on my behalf to assist me in obtaining permanent residence in the United States. I further agree that I will repay this amount as follows:

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Additionally, I understand and agree that if I do not repay the above amount, Caltech may take any legal remedies it deems in its sole discretion to be necessary to collect such monies, and I will indemnify Caltech for any and all attorneys’ fees and costs so incurred.

Date

Employee’s Name