


<b>Purchase Order</b>		Marshall University Office of Purchasing One John Marshall Drive Huntington WV 25755-4100 Direct all inquires regarding this order to: (304) 696-2820			<b>Purchase Order #</b> <b>MU14LEGAL</b>	
<b>TO:</b>  BRAVERMAN & LIN PC 4001 N 9TH ST STE 222 ARLINGTON VA 22203  FEIN: 54-1875750		<b>Vendor Code:</b>  	<b>Ship to:</b> N/A  <b>Bldg:</b> N/A <b>Room #:</b>		<b>THIS ORDER IS SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS PRESENTED ON REVERSE SIDE HEREOF AND AS SET FORTH HEREIN</b>  WV FIMS Account #:	
P.O. Date	FY	Buyer	Ship Via	F.O.B	Terms	Contract #
08/01/13	2014	VT				
<b><u>AGREEMENT</u></b>  This agreement constitutes acceptance of contract made by and between MARSHALL UNIVERSITY, on behalf of the Governing Board, and <u>Braverman &amp; Lin PC</u>  for <u>Firm will represent Marshall University in immigration matters,</u> <u>administrative practices, and personnel, as proposed.</u>  Services shall begin <u>July 1, 2013</u> and extend through <u>June 30, 2018</u> All in accordance with the agreement attached hereto and made a part hereof. Appointment letter issued by the WV Attorney General's Office  <b>Schedule of payment</b> \$ <u>invoiced</u> per <u>payment schedule</u>  <b>Fee</b> \$ _____ <b>Travel Expense</b> \$ _____ <b>Other Expense</b> \$ _____ <b>Total \$</b> \$ _____  Approved As To Form this <u>28<sup>th</sup></u> day of <u>August</u> , 20 <u>13</u> Attorney General By: <u>N/A</u> Asst. Attorney General  THIS ORDER IS EXEMPT FROM ALL SALES TAX LIMIT EACH INVOICE TO A SINGLE PURCHASE ORDER NUMBER						
Line No.	Fund	Org.	Account	Encumber Amount	Total: <b>OPEN END</b>	
1.	VARIOUS	VARIOUS	70560	OPEN END		
2.						
3.						
4.						
Mail Original Invoice and 1 Copy to: Marshall University Accounts Payable One John Marshall Drive Huntington, WV 25755-4300					<div style="text-align: center;">         Authorized Signature     </div> <div style="text-align: right;">       8-1-13        Date     </div>	

## TERMS AND CONDITIONS

Revised 2/15/12

1. **ACCEPTANCE:** Seller shall be bound by this Order and its terms and conditions upon receipt of this Order. This Order expressly limits acceptance to the terms and conditions stated herein. Additional or different terms proposed by the Seller are *objected* to and are hereby rejected, unless otherwise provided for in writing by the Buyer and approved by the Attorney General.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the Procedural Rules of the Governing Board having jurisdiction shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder, may be assigned by the Seller without the Buyer's consent.
4. **BUYER:** For the purposes of These Terms and Conditions, the "Buyer" means the institution purchasing goods and services for which a Purchase Order has been lawfully issued to the Seller.
5. **CANCELLATION:** The Buyer may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
6. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor, if applicable.
7. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Buyer, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules.
8. **DELIVERY:** For exceptions to the delivery date as specified In the Order, the Seller shall give prior notification and obtain the approval of the Buyer. Time is of the essence of this Order and it is subject to termination by the Buyer for failure to deliver on time.
9. **DISPUTES:** Disputes arising out of the agreement shall be submitted to the West Virginia Court of Claims.
10. **HOLD HARMLESS:** The Buyer will not agree to hold the Seller or any other party harmless because such agreement is not consistent with state law.
11. **MODIFICATIONS:** This writing is the parties' final expression of Intent. No modification of this Order shall be binding unless agreed to in writing by the Buyer.
12. **NON-FUNDING:** All services performed or goods delivered under this Purchase Order/Contract are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
13. **ORDER NUMBERS:** Contract Order numbers or Purchase Order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, Invoices and correspondence.
14. **PAYMENT& AND INTEREST ON LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Any provision for interest or charges on late payments is deleted.
15. **RENEWAL:** The contract may be renewed only upon mutual written agreement of the parties.
16. **REJECTION:** All goods or materials purchased herein are subject to approval of The Buyer. Any rejection of goods or materials resulting in nonconformity to the terms, conditions or specifications of this Order, whether held by the Buyer or returned to the Seller, will be at the Seller's risk and expense.
17. **SELLER:** For the purposes of these Terms and Conditions, the "Seller" means the vendor whose quotation, bid, proposal or expression of Interest has been accepted and has received a lawfully Issued Purchase Order from the Buyer.
18. **SHIPPING, PACKING, BILLING & PRICING:** Unless otherwise stated, all goods are to be shipped prepaid, FOB destination. No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified. All goods or services shall be shipped on or before the date specified in this Order. Prices are those that are stated in this Order. No price Increase will be accepted without written authority from the Buyer.
19. **TAXES:** The state of West Virginia (the Buyer) is exempt from Federal and State taxes and will not pay or reimburse such taxes.
20. **TERMINATION:** In the-event of a breach by the Seller of any of the provisions of this contract, the Buyer reserves the right to cancel and terminate this 'contract forthwith upon giving written notice to the Seller. The Seller shall be liable for damages suffered by the Buyer resulting from the Sellers breach of contract.
21. **WARRANTY:** The seller expressly warrants that the goods and/or services covered by this Order will: (a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchantable and fit for the purpose Intended; (c) be free and clear of all liens, claims and encumbrances of any kind; and/or (d) be free from defect in material and workmanship.

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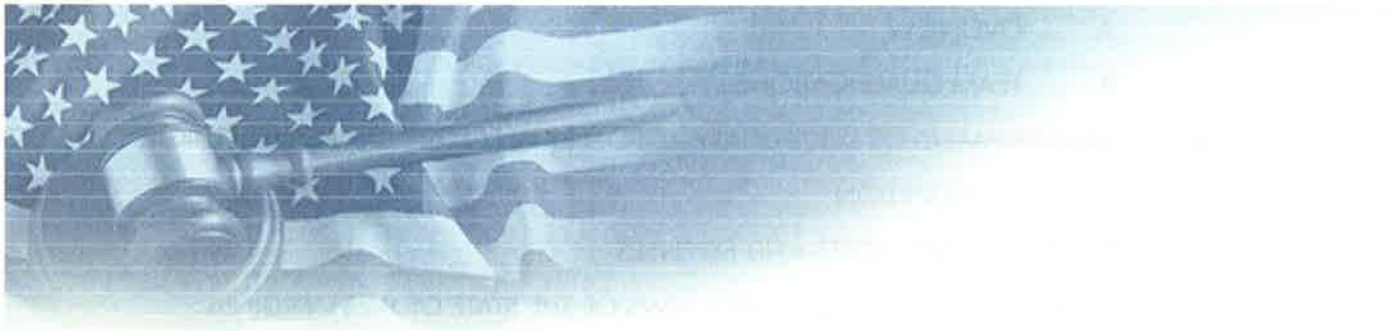
- I. HISTORY AND EXPERIENCE OF BRAVERMAN & LIN, P.C.
- II. TEAM MEMBERS FOR MARSHALL UNIVERSITY
  - A. OVERVIEW
  - B. TEAM QUALIFICATIONS
- III. NO REPRIMAND OR DISCIPLINARY ACTION BY ANY STATE BAR FOR UNETHICAL CONDUCT
- IV. CLIENT RECOGNITION
- V. ESTIMATED FEES, COSTS AND EXPENSES
- VI. COMPLIANCE OF ALL APPLICABLE LAWS OF THE STATE OF WEST VIRGINIA
- VII. NO CONFLICT INTEREST
- VIII. SUMMARY

## **APPENDICES**

- A. REQUEST FOR PROPOSAL FOR LEGAL SERVICES
- B. APPOINTMENT OF SPECIAL ASSISTANT ATTORNEY GENERAL LETTER  
DATED SEPTEMBER 11, 2008
- C. DESCRIPTION OF PAST SERVICES PROVIDED TO MARSHALL UNIVERSITY  
AND LIST OF PAST AND EXISTING LEGAL MATTERS FOR MARSHALL UNIVERSITY
- D. EVIDENCE OF CLE COURSE CONDUCTED ON LEGAL ETHICS
- E. IFES RECOMMENDATION LETTER
- F. B&L CLIENT COMMENTS



LAW FIRM • PROFESSIONAL CORPORATION



# PROPOSAL FOR LEGAL SERVICES

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for Marshall University

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Washington DC Office (Main)  
4001 N. 9th Street, Ste. #222  
Arlington, VA 22203  
703.243.1474  
703.243.1494 fax

Charlottesville Office  
226 Douglas Avenue  
Charlottesville, Virginia 22902

## V. ESTIMATED FEES, COSTS AND EXPENSES

B&L proposes the following legal fees and costs for 2013 and the legal fees will increase at the rate of 3% per year, starting 2014.

### LEGAL FEES

- H-1B visa Petition - \$1,100.00
- H-4 change or extension of status application - \$400.00
- PERM application - \$1,100.00
- O-1 visa petition - \$1,500.00
- TN visa application - \$750.00
- J-1 Visa Waiver - \$2,200.00
- I-140 visa petition - \$1,500.00
- I-485 adjustment of status application - \$1,500.00 for the principal alien and \$1,000 for the family members

In addition to legal fees, Marshall University will be responsible for the required government filing fees and expenses as incurred by B&L during the representation. The costs may include, but are not limited to, the following: case set up fee of \$30.00, photocopy and print cost at 25 cents per page, overnight courier services of no less than \$25.00 per delivery (some may be more depending on the size of the submission), foreign credential evaluation, which should not be more than \$150.00, and recruitment cost for PERM application, which should be no more than \$1,000 per filing.

Please be advised that the federal regulations require the employer to pay for the legal fees and costs for H-1B and PERM application preparation and filings. The legal fees and costs for legal matters not highlighted above may be paid for by the sponsored foreign nationals.

With regards to legal counseling in general immigration law not of any specific legal matter, as mentioned in Section I above, B&L has been providing said legal counseling to Marshall University's administrators without charge. The legal counseling may involve legal research using legal research databases such as Lexis, AILA Infonet, and NASFA Adviser's Manual, etc., but B&L has never charged and may not charge Marshall University for the cost associated with legal research. However, if a legal

question raised by Marshall University becomes excessively complicated where more than two hours of attorney hours may be used, B&L reserves the right to charge Marshall University for its legal consultation at the hourly rate of \$250 per hour for any time in excess of the initial two hours. Please bear in mind, however, that throughout the last five years of its relationship with Marshall University, B&L has never had to charge Marshall University for its legal counseling.

Finally, B&L intends to perform site visits on an annual basis to review the I-9 files for foreign nationals only and use the site visit as an opportunity to meet with Marshall University's school administrators to discuss any pertinent issues. In the past, B&L did not charge Marshall University for the time spent on site visits, other than the reimbursement for travel and lodging expenses. For this proposal, B&L will allocate one work day (i.e. eight hours) without charge, excluding travel time, for a site visit at Marshall University per year. Any additional time spent beyond eight hours will be billed at \$300 per hour; however B&L does not expect to take more than eight hours for a site visit.

B&L will bill Marshall University for the travel and lodging expenses, however. Travel expenses will be billed at 56.5 cents per mile, or whatever rate thereafter as set forth by the IRS. Lodging expenses will be billed at the actual lodging cost as incurred by B&L. B&L anticipates that it will require more than one hotel room to house the team members who will be performing the site visit.

B&L believes the above fee arrangements offer the most cost effective option for Marshall University. Notwithstanding, B&L is open to alternative billing arrangements.