

Memorandum of Understanding
Between
The United States Department of the Interior and
The Hispanic Association of Colleges and Universities

I. Parties

The Parties to this Memorandum of Understanding are the U. S. Department of the Interior and the Hispanic Association of Colleges and Universities.

II. Purpose

The purpose of this MOU is to provide a cooperative framework for the parties to develop and establish a program that will empower the Hispanic community through Hispanic serving institutions to attain educational excellence while contributing positively to the DOI and the HACU missions. This program will be directed toward promoting career opportunities, professional development, research, and other opportunities for students, faculty, and staff at Hispanic serving institutions, as well as programs, contracting, and other opportunities to help build the capacity of HACU member institutions. This MOU supersedes and replaces any previous MOU between the DOI, or any of its Bureaus and Agencies, and the HACU.

III. Authorities

The authorities for entering into this MOU are:

Executive Order 13230, Educational Excellence for Hispanic Americans, dated October 12, 2001, provides for the advancement of the development of human potential and strengthening the Nation's capacity to provide high quality education and increase opportunities for Hispanic Americans to participate in, and benefit from, Federal education programs.

Executive Order 13171, Hispanic Employment in the Federal Government, dated October 12, 2000, encourages the recruitment of qualified Hispanics in an effort to achieve a workforce drawn from all segments of society. The Executive Order affirms ongoing policies and recommends additional policies to eliminate the under representation of Hispanics in the Federal workforce.

IV. Objectives

The objectives are to develop DOI programs and coordinate Bureau/Office involvement and activities to increase employment, educational, and contracting opportunities in the DOI for students and faculty of HACU member institutions, as well as to target DOI resources for strengthening the HACU and its member institutions. This MOU is expected to guide the parties in pursuit of the following objectives:

- a) Increase the number of HACU member institutions successfully competing for contracts, grants, and cooperative agreements to conduct DOI research, technical assistance, and development activities;
- b) Partner with the HACU on technical assistance and training programs designed to increase the knowledge base of the DOI about Hispanic serving institutions, and vice-versa;
- c) Increase the number of students and faculty from HACU member institutions benefiting from education, training, employment, and contracting opportunities at the DOI;
- d) Increase excess DOI property acquisition opportunities for HACU member institutions; and
- e) Support DOI participation in HACU sponsored programs, student internships, conferences, technical assistance, research studies, etc.

V. DOI/HACU Plan for Implementation

The DOI and the HACU will establish a plan for implementation that describes subordinate agreements between the DOI and the HACU to carry out the objectives of the MOU. This plan will be developed by a joint working committee.

VI. DOI/HACU Leadership Group

The DOI and the HACU shall jointly establish a DOI/HACU Leadership Group to serve as a governing body for all MOU initiatives. The Leadership Group shall implement this MOU by providing guidance, direction, and coordination to ensure that mutual benefits and interests are served. This body shall consist of an equal number of members from the DOI and the HACU. The DOI and the HACU shall appoint co-Chairs for the Leadership Group. The DOI/HACU Leadership Group shall meet on a scheduled basis, as determined by the members. The Leadership Group shall serve in a management capacity, rather than an advisory capacity.

VII. Responsibilities

In fulfilling the objectives of this MOU, the parties agree to participate in, and be responsible for, activities as follows:

The DOI will, subject to the availability of resources and in accordance with all applicable laws, regulations, and procedures:

- a) Inform DOI Bureaus/Offices of this MOU and request their participation in its implementation;
- b) Provide information to Bureau/Office officials on those HACU member institutions that offer major degree and certificate programs which meet the requirements of DOI mission-related careers;
- c) Provide the HACU with information on employment and program opportunities within the DOI;
- d) Increase the number of Student Career Experience Program internships, scholarships, seasonal and related education, and training and employment opportunities at DOI Bureaus/Offices available to students enrolled at HACU member institutions;
- e) Provide opportunities for DOI employees to serve temporarily at HACU member institutions, for example, to assist with curriculum development and for faculty members of HACU member institutions to serve temporarily in positions at the DOI as reasonable;
- f) Encourage the DOI Bureaus and Offices to consider contractual agreements with the HACU and its member institutions to promote research in areas of mutual interest;
- g) Assist the HACU and its member institutions in accessing the DOI's advanced instructional and learning technologies including, but not limited to, satellite based and distance learning technologies;
- h) Increase collaborative efforts with the HACU to promote community outreach initiatives and partnership school programs; inspire and motivate Hispanic American high school students to pursue careers in areas such as, but not limited to, history, natural resources, and environmental sciences; and to inspire and motivate Hispanic American high school students to pursue careers at the DOI;
- i) Support and participate in the HACU's Internship and Faculty Development Programs;

- j) Participate in the HACU's conferences and other programs by providing exhibits, workshops, recruitment, and other appropriate information and activities; and
- k) Increase opportunities to provide in-kind support to HACU consistent with all applicable laws, regulations, and procedures to meet the objectives of this MOU.

HACU will, subject to the availability of resources:

- a) Inform HACU member institutions of this MOU and disseminate copies of it;
- b) Provide HACU member institutions with information on employment, training, grant, and excess property opportunities with the DOI, and information to students regarding the various missions of the DOI;
- c) Provide DOI program information to HACU member institutions to assist them in developing or expanding curricula and other career development programs to prepare students for careers at the DOI;
- d) Through HACU member institutions, encourage, identify, and solicit Hispanic American student participation in DOI Programs;
- e) Provide facilities and services for hosting special educational exchanges and training programs, including IPA and executive-on-loan assignments;
- f) Collaborate with the DOI to assess the availability of advanced instructional and learning technologies including, but not limited to, satellite based and distance learning technologies;
- g) Collaborate with the DOI in organizing and implementing special projects such as workshops, conferences, forums, community outreach initiatives, etc.;
- h) Advise the DOI about the HACU student intern program and identify and provide eligible students for consideration;
- i) Collaborate with the DOI to promote international, educational, and science and technology programs at Hispanic Serving Institutions; and
- j) Advise the DOI about the HACU Faculty Development Program and provide faculty and staff eligible for consideration.

VIII. Costs

Nothing herein shall be construed as obligating the DOI or the HACU to expend funds or devote a certain amount of personnel time and effort in furtherance of the purposes and responsibilities set forth in this MOU. All expenditures by the DOI are subject to the availability of appropriated funds.

IX. Publications

The HACU shall not unilaterally issue a publication or other public communication pertaining to its relationship with the DOI or its work under this MOU without consulting the key DOI officials identified in Article XI or their designees. In all cases, credit will be given to the efforts of those parties contributing to any publications.

X. Effective Date and Modification

This MOU shall become effective upon the date that the last of the signatures is affixed hereto. It shall remain in effect for a period of five (5) years and will be subject to renewal as written unless terminated. Not less than once a year, the key officials or their designees shall meet to assess progress under this MOU and its implementing agreements. This MOU may be modified in writing upon mutual agreement of the parties. This MOU may be terminated at any time by either party upon sixty (60) days written notice to the other party.

XI. Key Officials

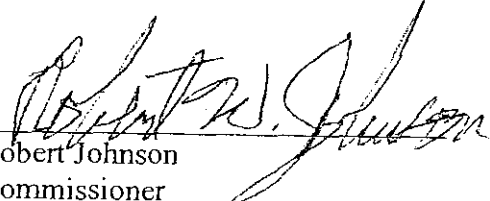
The key officials responsible for implementation of this MOU shall be as follows:

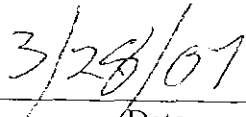
Commissioner
Bureau of Reclamation

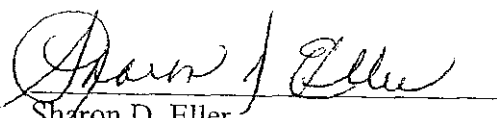
Director, Office of Civil Rights
U. S. Department of the Interior

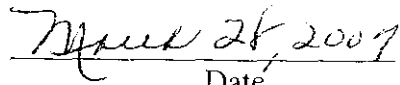
President
Hispanic Association of Colleges and Universities

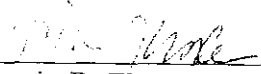
XII. Signatures

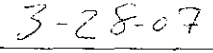

Robert Johnson
Commissioner
Bureau of Reclamation
U. S. Department of the Interior


Date


Sharon D. Eller
Director, Office of Civil Rights
U. S. Department of the Interior


Date


Antonio R. Flores
President
Hispanic Association of Colleges and Universities


Date

These persons may delegate their authority and responsibilities hereafter.