

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

**I. PARTIES**

The Parties to this Memorandum of Understanding (MOU) are the U.S. Department of the Interior (DOI) and the Hispanic Association of Colleges and Universities (HACU).

**II. BACKGROUND**

DOI is America's principal conservation agency. Its mission is to protect America's natural resources and heritage, honor cultural and tribal communities, and supply the energy to power the future. DOI offers unparalleled recreational and experiential learning opportunities on our public lands, protects the Nation's monuments and priceless landscapes, conserves wildlife and fisheries, protects and interprets cultural resources that tell our Nation's history, and manages resources to fulfill our responsibilities to American Indians and Alaska Natives and commitments to affiliated island communities.

HACU's mission is to champion Hispanic success in higher education. It fulfills its mission by promoting the development of member colleges and universities, improving access to and the quality of post-secondary education opportunities for Hispanic students, and meeting the needs of business, industry, and government through the development and sharing of resources, information and expertise.

DOI through its partnership with HACU is ramping up its efforts to recruit the best talent our nation has to offer in order to ensure that America's principal conservation agency will have the skills it needs for the future. Developing a workforce that reflects the diversity of America is a significant part of DOI's transformation to meet the conservation challenges of the 21<sup>st</sup> Century.

**III. PURPOSE**

The purpose of this MOU is to provide a cooperative framework for the parties to develop programs to engage the Hispanic community and Hispanic-Serving Institutions (HSIs) and to help them attain educational excellence while contributing positively to DOI and its Bureaus' missions.

#### IV. OBJECTIVES

This MOU will guide the parties in pursuit of the following objectives:

- a) Increase awareness among HACU member institutions and HSIs of DOI and its Bureaus as employers of choice and of DOI's programs and services;
- b) Increase opportunities for HACU to assist DOI in recruiting and hiring exceptional individuals from every background and every community in accordance with the DOI Inclusive Workplace Strategy and Secretarial Diversity Initiatives;
- c) Increase the potential for HACU member institutions to successfully compete for contracts, research grants, and cooperative agreements, and to conduct research for DOI and its Bureaus;
- d) Increase collaboration between Hispanic Serving School Districts (HSSDs), HSIs, and DOI to prepare Hispanic students for higher education and for careers in Science, Technology, Engineering, and Mathematics (STEM) fields. This MOU defines HSSDs as K-12 school districts with 25% or more Hispanic student enrollment;
- e) Increase potential for HACU member institutions to pursue excess property acquisitions; and
- f) Support the work of HACU and HSIs in assuring educational access and success and expanded career opportunities for the students they serve.

#### V. AUTHORITIES

DOI enters into this MOU under the following authorities:

The **Public Land Corps Act of 1993, 16 U.S.C. §§ 1721 *et seq***, provides authority for agencies to utilize and expose youth to public service and the natural and cultural resources that are administered by the Federal government by hiring young adults (ages 16 to 25) to perform needed conservation activities and assist the Federal government with natural and cultural resources.

The **Youth Conservation Corps Act of 1970, 16 U.S.C. §§ 1701 *et seq***, establishes permanent programs within DOI for young adults between the ages of 15 and 18 to perform specific tasks on DOI-administered lands and waters, and authorizes the Secretary of the Interior to establish a joint grant program to assist States employing young adults on non-Federal public lands and waters throughout the United States.

**Executive Order 13230, Educational Excellence for Hispanics**, dated October 12, 2001, provides for the advancement of the development of human 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**, 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 fully engage Hispanics in the Federal workforce.

**Executive Order 13555, White House Initiative on Educational Excellence for Hispanics**, October 22, 2010, establishes an initiative to expand educational opportunities, improve educational outcomes, and deliver a complete and competitive education to all Hispanics.

**Executive Order 13583, Establishing a Coordinated Government-wide Initiative to Promote Diversity and Inclusion in the Federal Workforce**, August 18, 2011, challenges the Federal Government to enhance its ability to recruit, hire, promote, and retain a more diverse workforce.

**Executive Order 13562, Recruiting and Hiring Students and Recent Graduates**, dated December 27, 2010, provides for the establishment of the Pathways Program which includes the Internship Program, the Recent Graduate Program, and the Presidential Management Fellows Program.

## VI. IMPLEMENTATION PLAN

DOI and HACU will establish an implementation plan that describes subordinate agreements between DOI and HACU to carry out the objectives of the MOU. This plan will be developed by the DOI/HACU Leadership Group.

## VII. LEADERSHIP GROUP

DOI and HACU will jointly establish a DOI/HACU Leadership Group to implement this MOU by providing guidance, direction, and coordination to ensure that mutual benefits and interests are served. This body will consist of an equal number of senior level officials from DOI and HACU. DOI and HACU will appoint members and co-Chairs for the Leadership Group. The DOI/HACU Leadership Group will meet annually. The DOI/HACU Leadership Group, at the annual meeting, will discuss and identify specific deliverables for the following year that will generate an annual implementation plan. At the annual meeting, DOI and HACU will report out on accomplishments and discuss the next year's plan. The Leadership Group shall serve in a management capacity, rather than an advisory capacity.

## VIII. RESPONSIBILITIES

Subject to the availability of resources and in accordance with all applicable laws, regulations, and procedures, DOI agrees to:

- a) Inform DOI Bureaus and Offices of this MOU and request their involvement in its implementation through the DOI Leadership Group;

- b) Provide HACU with information concerning recruitment and outreach events, scholarship and grant opportunities, student internships, career enhancement programs and experiential learning opportunities across DOI;
- c) Design and conduct strategic outreach and recruitment events through DOI's Office of Intergovernmental & External Affairs;
- d) Encourage Bureau recruitment from a diverse, qualified group of potential applicants, including students from the HSIs;
- e) Inform and encourage Bureaus to use strategic hiring initiatives and authorities;
- f) Encourage Bureaus to share job and internship announcements with HACU as soon they become available;
- g) Provide opportunities for DOI employees to serve temporarily at HACU or HACU member institutions, as, for example, executives on loan under the Intergovernmental Personnel Act (5 U.S.C. §§ 3371-75), to assist with curriculum development, and for faculty members of HACU member institutions to serve temporarily in positions at DOI and the Bureaus, as reasonable;
- h) Increase the number of opportunities for student internships, scholarships, seasonal and related education and training;
- i) Support and participate, as appropriate, in the HACU's National Internship Program and faculty development programs; and
- j) Support and participate, as appropriate, in HACU's conferences and other programs by providing exhibits to conduct outreach and recruitment, workshops, experiential learning opportunities, or other appropriate information and activities.

HACU agrees to:

- a) Inform HACU member institutions of this MOU and make copies of it available to all HACU member institutions and affiliates;
- b) Promote DOI and Bureau job openings and internship opportunities to HACU member institutions and affiliates;
- c) Develop and implement programs to reach and prepare Hispanic students for careers pertinent to the mission of DOI and the Bureaus;
- d) Provide member institutions of HACU with information on grant opportunities with DOI;
- e) Assist DOI with outreach to potential candidates and student interns from Hispanic communities across the country;
- f) Provide information on DOI scholarship recipients for targeted student internship opportunities;
- g) Provide information to HSI students regarding the missions of DOI and the Bureaus;
- h) Provide support and promote DOI policies and programs that further the mission and objectives of both parties to this MOU;
- i) Collaborate with DOI to promote STEM education, international programs, and information sharing programs at HSIs;
- j) Provide information and encourage involvement of HACU members and HSIs in DOI's American Latino Heritage Initiative and other Secretarial initiatives.

#### IX. COST

Nothing in this agreement may be construed to obligate DOI or the United States to any current or future expenditure of resources in advance of the availability of appropriations from Congress. Nor does this agreement obligate DOI or the United States to spend funds on any particular project or purpose, even if funds are available. Nor does this agreement obligate HACU to any current or future expenditure of resources in its implementation.

#### X. PUBLICATIONS, INTELLECTUAL PROPERTY

HACU will obtain prior approval from appropriate DOI officials of all press releases, published advertisements, or other statements intended for the public that refer to this agreement, DOI, or the name or title of any employee of the Department in connection with this agreement. In all cases, proper credit will be given to the efforts of those parties contributing to the publication.

#### XI. NON-EXCLUSIVITY

This MOU in no way restricts either DOI or HACU from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.

#### XII. FEDERAL ADVISORY COMMITTEE ACT

The parties to this MOU will comply with the Federal Advisory Committee Act (FACA) to the extent it applies.

#### XIII. NON-ENDORSEMENT

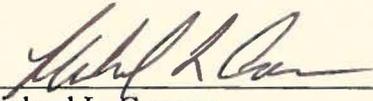
Nothing in this agreement may be interpreted to imply that the United States, the Department of the Interior, or the Bureau of Reclamation endorses any product, service, or policy of HACU. HACU will not take any action or make any statement that suggests or implies an endorsement.

#### XIV. EFFECTIVE DATE

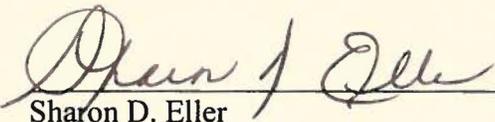
This MOU shall become effective upon the date that the last signature is affixed here to. It shall remain in effect for a period of five years or until modified or terminated. This MOU may be modified or amended upon written consent of all parties or may be terminated at any time by any party upon 60 days written notice to the other parties. The parties agree to review and evaluate the effectiveness of this MOU periodically.

XV. KEY OFFICIALS

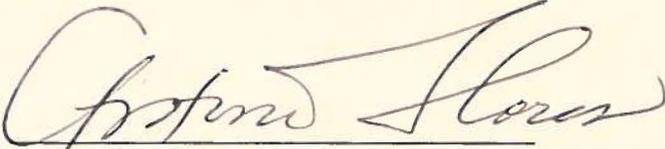
The key persons responsible for implementation of this MOU shall be as follows or their designated representatives:

  
\_\_\_\_\_  
Michael L. Connor  
Commissioner  
Bureau of Reclamation

Oct. 23, 2012  
Date

  
\_\_\_\_\_  
Sharon D. Eller  
Director, Office of Civil Rights  
United States Department of the Interior

23 October 2012  
Date

  
\_\_\_\_\_  
Antonio R. Flores  
President  
Hispanic Association of Colleges and Universities

October 23, 2012  
Date

These persons may delegate their authority and responsibility hereafter.