

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES DEPARTMENT OF EDUCATION
AND
THE HISPANIC ASSOCIATION OF COLLEGES AND UNIVERSITIES

PARTIES

The parties to this Memorandum of Understanding (MOU) are the United States Department of Education (Department of Education) and the Hispanic Association of Colleges and Universities (HACU).

PURPOSE

The purpose of this MOU is to provide a cooperative framework for a renewed commitment and partnership between the Department of Education and HACU that empowers the Hispanic community to attain educational excellence and to contribute positively to the fulfillment of the missions of the Department of Education and HACU, and vice versa. The partnership primarily aims to advance the attainment of postsecondary education for Hispanics and forward the goals of legislation, such as the No Child Left Behind Act and Title V of the Higher Education Act, which promote student achievement and success. It also focuses on promoting careers and professional attainment among students attending HACU member institutions; increasing employment opportunities in the Department of Education for faculty, staff and students at HACU member institutions; and enhancing the education, research, and outreach capacity of HACU member institutions.

OBJECTIVES

The MOU's objectives are to coordinate activities to increase employment and educational opportunities in the Department of Education for students and educators of HACU member institutions and to target resources to strengthen the educational and research capacity of HACU member institutions. In accordance with these objectives, the Department of Education and HACU encourages:

- Participation in HACU's National Internship Program (HNIP). The HACU National Internship Program recruits college students for paid summer and semester-long internships at Federal agencies and private corporations in the District of Columbia and throughout the country that may lead to future employment opportunities.

- Other internships, fellowships, and cooperative educational opportunities for students attending HACU member institutions.
- Employment opportunities for students, graduates, and faculty at Hispanic Serving Institutions ("HSIs").
- Opportunities under the Intergovernmental Personnel Act (IPA) for Department of Education employees to serve at HSIs and for faculty members of HSIs to serve at the Department of Education.
- Opportunities for representatives of HSIs to serve on Department of Education advisory boards and commissions.
- Greater participation of HSIs in Department of Education programs and activities.
- Research grant opportunities for HSIs, including research in areas of mutual interest.
- Collaborative program activities among HSIs.
- Special programs, forums, and workshops for increasing student achievement at the postsecondary level at HSIs.
- Mutual support of efforts to enhance and strengthen HSIs and Hispanic student success in higher education.
- Technical assistance and support to HSIs in areas of research and to promote greater competitiveness in programs that impact access and success of Hispanics in higher education.
- Projects such as forums and workshops directed toward increasing career and educational achievement for and training opportunities in the Department of Education for students and educators of HSIs.

MOU COSTS

Nothing in this MOU shall be construed as requiring the Department of Education or HACU to expend funds on behalf of the purposes, objectives, and activities set forth in the MOU, except as agreed to by the parties to this MOU in separate written agreements to the extent permitted by law.

GUIDANCE

The parties agree to comply with the guidance contained in "Public Private Partnerships at the U.S. Department of Education," (attached) prepared by the Department's Office of the General Counsel, Ethics Division, October 2002.

FUNDRAISING

If HACU solicits funds for activities associated with partnership, it shall do so only on behalf of itself. HACU may identify the Department of Education or the Federal government in a fundraising solicitation only after obtaining advance written approval from the Department of Education. For purposes of this MOU "written consent" includes consent provided by electronic mail. All materials requiring "advance written approval" must be provided to the Department of Education at least two weeks prior to the event.

ENDORSEMENTS

Neither HACU nor the Department of Education may use the official seal of, or logos associated with, the other entity in any manner without the advance written consent of the other party.

PROMOTIONAL ACTIVITY

HACU shall obtain advance approval from the Department of Education for all materials that are distributed at partnership events.

DEPARTMENT OF EDUCATION/HACU LEADERSHIP GROUP

Functions: The Department of Education and HACU jointly establishes a Department of Education/HACU Leadership Group to serve as a coordinating body for partnership initiatives. The Leadership Group directs and coordinates partnership activities to ensure that mutual benefits and interests are served. Partnership activities shall be conducted for the purpose of exchanging facts or information pertaining to the purposes and objectives of this MOU.

Composition: This body shall consist of an equal number of members nominated by the Department of Education and HACU, not to exceed 12 members total. The Secretary of Education shall nominate a Chairperson and all of the Department of

Education members. The President of HACU shall nominate a Co-Chairperson and all of the HACU members. Employees of HACU member institutions or Department of Education employees may be appointed as ex-officio members of the Leadership Group by either party. The Leadership Group will meet on a scheduled basis as determined by the members.

EFFECTIVE DATE

This MOU shall become effective on the date of the later signature. Either party may terminate the MOU at any time upon 60-days written notice to the other.

Signed March 30, 2004

UNITED STATES DEPARTMENT OF EDUCATION
Rod Paige, Secretary

HISPANIC ASSOCIATION OF COLLEGES AND UNIVERSITIES
Antonio R. Flores, President and CEO