MEMORANDUM OF UNDERSTANDING BETWEEN ARIZONA STATE UNIVERSITY AND THE U.S. DEPARTMENT OF HOMELAND SECURITY

1. PURPOSE AND SCOPE

In order to create a future generation of employees as diverse as the world around us, this Memorandum of Understanding (MOU) between the Department of Homeland Security (DHS) and the Arizona Board of Regents for and on behalf of Arizona State University (ASU) creates the opportunity to expand outreach and recruitment to students and recent graduates for DHS opportunities, including, but not limited to, internships, fellowships, temporary assignments, academic programs and permanent federal employment. DHS and ASU may agree to enhance outreach and engagement efforts in other areas within the homeland security mission without amending this MOU.

2. PARTIES

The parties to this MOU are DHS (both Headquarters and its Components) and ASU. Both parties are responsible for the goals and activities contained in this MOU and shall equally contribute to its success.

Through this MOU, ASU will have insight into recruitment opportunities at DHS for students and recent graduates. DHS will have access to students enrolled in and recent graduates from ASU.

A. DHS's mission is to ensure a homeland that is safe, secure, and resilient against terrorism and other hazards. DHS' efforts are supported by an ever-expanding set of partners. Every day, approximately 240,000 men and women of DHS contribute their skills and experiences to this important mission.

More specifically, DHS:

- Protects Americans from terrorism and other homeland security threats by preventing nation-states and their proxies, transnational criminal organizations, and groups or individuals from engaging in terrorist or criminal acts that threaten the Homeland;
- Works with federal, state, local, and tribal partners as well as the private sector and other non-government organizations to prevent terrorism and enhance security;
- Ensures community resilience to disasters across the nation through collaborative training exercises and information sharing activities before, during, and after disaster events;
- Secures and manages U.S. borders by collaborating with federal, state, local, and tribal partners to prevent illegal activity and facilitate lawful travel and trade;
- Safeguards and secures civilian and government cyberspace and coordinates with federal, state, local, and tribal government partners to secure critical infrastructure and information systems;
- Enforces U.S. trade laws and facilitates lawful international trade and travel;

- Enforces and administers U.S. immigration laws; and
- Matures and strengthens DHS using a unified and integrated approach to accountability, efficiency, transparency, and leadership development.
- **B.** ASU is an institution of scientific research and undergraduate and graduate studies devoted to education, research and public service. ASU's charter provides: "ASU is a comprehensive public research university, measured not by whom it excludes, but by whom it includes and how they succeed; advancing research and discovery of public value; and assuming fundamental responsibility for the economic, social, cultural and overall health of the communities it serves." ASU seeks to enable student success and is committed to the achievement of each unique student. This is facilitated through supporting their career journey with resources, technologies, and events that help students find their passion and discover new career possibilities.

3. AUTHORITIES

- Intergovernmental Personnel Mobility Act, 5 U.S.C. §§ 3371-3376
- Executive Order 13171, Hispanic Employment in the Federal Government
- Executive Order 13518, Employment of Veterans in the Federal Government
- Executive Order 13548, Increasing Federal Employment of Individuals with Disabilities
- Executive Order 13555, White House Initiative on Educational Excellence for Hispanics
- Executive Order 13562, Recruiting and Hiring Students and Recent Graduates
- Executive Order 13583, Establishing a Coordinated Government-wide Initiative to Promote Diversity and Inclusion in the Federal Workforce
- Executive Order 13592, Improving American Indian and Alaska Native Educational Opportunities and Strengthening Tribal Colleges and Universities
- Executive Order 13621, White House Initiative on Educational Excellence for African Americans
- Executive Order 13779, White House Initiative to Promote Excellence and Innovation at Historically Black Colleges and Universities (HBCU)
- Executive Order 13872, Economic Empowerment of Asian Americans and Pacific Islanders
- Any other superseding and subsequent authorities

4. **DEFINITIONS**

The Office of Personnel Management's (OPM) Pathways Programs - Provides access to Federal internships and careers in Government for students and recent graduates. The Pathways Programs consist of the Internship Program for current students; the Recent Graduates Program for people who have recently graduated from qualifying educational institutions or programs (2 years from the date the graduate completed an academic course of study); and the Presidential Management Fellows (PMF) Program for people who obtained an advanced degree (e.g., graduate or professional degree) within the preceding two years.

5. RESPONSIBILITES OF THE PARTIES

A. DHS Responsibilities

DHS will share resources and information, as appropriate and as available staff and resources allocations allow, with ASU as follows:

- 1. DHS will share information with ASU, leveraging the Pathways Programs during the academic year, and will work to expand the visibility into DHS opportunities for students and recent graduates.
- 2. DHS will share information with ASU to increase the pipeline of talent through DHS Component-specific internship programs to students and recent graduates that provide incentives such as scholarships (tuition and fees), monthly salary, housing allowances, and other benefits.
- 3. DHS will annually develop a series of webinars geared towards students and recent graduates at ASU to provide valuable information on the DHS mission, current job opportunities, and tips for Federal resume writing and application process.
- 4. DHS will participate in ASU's recruiting and outreach opportunities, events, and tours including career fairs, on-campus career orientations, and other awareness activities to inform students, faculty, staff, and alumni about DHS employment and student opportunities. This will include exploring opportunities to highlight DHS's mission and student opportunities at ASU conferences as a sponsor, advertiser, exhibitor, or contributor to presentations to students.
- 5. DHS will work with ASU, when invited, to participate in and disseminate information across Headquarters and Components about public policy forums, lectures, presentations, conferences, national level exercises, trainings, and other events at ASU.
- 6. To strengthen the partnership between DHS and Institutions of Higher Education (IHEs), DHS will research and review existing MOUs with IHEs to enhance our collaborative efforts and align with existing best practices.
- 7. DHS and ASU will assess return on investment for the Department on outreach and recruitment activities to ensure accountability and prudent stewardship.
- 8. All DHS internships/employment opportunities must be posted in Handshake, ASU's career management system, prior to each ASU event as a way to showcase specific roles for which DHS is recruiting/hiring. DHS understands that ASU's Career & Professional Development Services must review all internship/employment opportunity postings and registration for ASU events against ASU Recruiting Policy in advance.

Upon approval, ASU, as a professional courtesy, informs the following groups in Page 3 of 6

advance of recruiting/hiring events.

- El Concilio, Student Coalition student leadership
- El Concilio, Student Coalition staff advisor
- Dean of Students from that particular ASU campus
- Counseling Services (specifically Erin Trujillo)
- Any partner faculty, staff, deans who are partnering with career fair event.

B. ASU Responsibilities

- 1. ASU will advise DHS on effective mechanisms for targeting materials and communications to students and recent graduates.
- 2. ASU will disseminate DHS materials and communications to students and recent graduates related to DHS mission, current job opportunities, and tips for Federal resume writing and application process.
- 3. ASU will partner with DHS in establishing outreach opportunities on campus to increase awareness of the DHS mission and current job opportunities available to students and recent graduates.
- 4. ASU, when appropriate, will invite DHS to participate in public policy forums, lectures, presentations, conferences, national level exercises, trainings, and other events at ASU.
- 5. Should questions or issues arise as a result of a pending DHS visit to ASU, including protests or media inquiries, EOSS Student Services will engage ASU Media and as appropriate, DHS, ASU PD, EOSS SRT and VP of Student Services.

C. Both DHS and ASU will:

- 1. Meet or correspond semi-annually to review DHS/ASU MOU activities and progress.
- 2. Notify DHS/ASU MOU Points of Contact (POC) regarding upcoming meetings, status updates, as well as requests related to the terms of the MOU.
- 3. Track the annual outcomes of DHS/ASU MOU in a joint report to determine areas of achievement and enhancements.
- 4. Identify opportunities and programs where professionals from DHS and ASU can participate in research, capacity-building, training, and exchange programs.

6. POINTS OF CONTACT

DHS and ASU will designate POCs within their respective organizations to implement the MOU. The POCs will direct and coordinate partnership activities to ensure that mutual benefits and interests are served. The respective offices responsible for implementation and maintenance

of this MOU are:

For DHS HQ:

Traci Silas, J.D. Executive Director, Office of Academic Engagement HQ Office of Partnership and Engagement

For ASU:

Toni Farmer-Thompson, DHEd

Deputy VP, Educational Outreach & Student Services Arizona State University

7. OTHER PROVISIONS

- **A.** Nothing in this MOU is intended to conflict with current law or regulation or the directives of DHS and ASU. If a term of this MOU is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.
- **B.** Nothing in this MOU is intended to restrict the authority of either party to act as provided by law, statute, or regulation.
- C. Nothing in this MOU shall be interpreted as affording DHS or ASU any role in the content, programming, or operating decisions of the other entity.
- **D.** In order to facilitate and accomplish the goals and objectives set forth in this MOU, DHS and ASU will meet as necessary and appropriate to discuss issues of mutual interest and assess progress in accomplishing the desired objectives.
- **E.** This MOU is between DHS and ASU and does not confer or create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, or by any third person or party (public or private) against the United States, its agencies, its officers, or any person; or against ASU, its Governing Board or any of its staff.
- **F.** The parties will use or display each other's name, emblem or trademarks only in the case of particular projects and only with prior written consent of the other party.

8. FUNDING

This MOU is not a fiscal or funds obligation document. This MOU does not include the reimbursement of funds between two parties.

9. EFFECTIVE DATE

The terms of this MOU will become effective on the date of the last signature by the parties.

10. MODIFICATION

The terms of this MOU may be modified upon the mutual written consent of the parties.

11. TERMINATION

This MOU will remain in effect until [September 1, 2022]. The term may be extended by mutual written agreement of the parties. Either party may terminate this MOU upon sixty (60) days written notice to the other party.

12. UNIVERSITY AND STATE REQUIRED PROVISIONS

ASU is required by Arizona law to include references to Arizona Revised Statutes §§ 12-133, 12-1518 and 38-511 in this MOU. ASU and DHS agree that inclusion of these references in this MOU shall not be construed as consent on the part of DHS to be subject to, or governed by, any of these laws.

13. COUNTERPARTS

Office of Partnership and Engagement Department of Homeland Security

This MOU may be executed in one or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument, and photocopy, facsimile, electronic and other copies will have the same effect for all purposes as an ink-signed original.

14. SIGNATURES	
Nancy Gonzales	August 31, 2021
Nancy Gonzales	Date
Executive Vice President and University Provost	
Arizona State University	
John John John Committee of the Committe	9/7/2021
Traci Silas, J.D	Date
Executive Director	
Office of Academic Engagement	