

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

I. PARTIES

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

II. PURPOSE

The purpose of this MOU is to provide a cooperative framework for the parties to develop and maintain a USDA Hispanic-Serving Institutions (HSIs) and Hispanic-Serving Agricultural Colleges and Universities (HSACUs) agenda that will help Hispanic Americans to achieve education excellence and to contribute to the fulfillment of the USDA mission. This collaborative agenda is focused on promoting agriculture, food and environmental sciences and other agriculture-related careers for students attending HSIs and HSACUs. Other focal areas address increasing employment opportunities in USDA for students attending HACU-member institutions and supporting capacity enhancement of HACU-member institutions and their faculty.

III. OBJECTIVES

The primary objective of the MOU is to develop programs and other related activities to increase employment and educational opportunities within USDA for students, faculty and staff at HACU-member institutions, including targeting USDA resources for strengthening the research, teaching and outreach capacity of HSIs and HSACUs. HSACUs are Hispanic-Serving Institutions that offer associate, bachelors or other accredited degree programs in agriculture, food science and related fields.

In addition, the MOU encourages collaboration between Hispanic-Serving School Districts (HSSDs), HSIs and USDA to prepare Hispanic students for higher education for careers in agriculture, food sciences, environmental sciences, bio-energy, and other agriculture-related areas with USDA. This MOU defines HSSDs as K-12 school districts with 25% or more Hispanic student enrollment.

In accordance with the stated purpose of this MOU, programmatic efforts will be made to:

1. Establish mechanisms to significantly increase access for HSIs and HSACUs to all relevant research, education, and extension service resources, including Title VII, and other provisions identified in the Food, Conservation, and Energy Act of 2008 Reauthorization;

2. Support collaboratives and consortia among USDA, HSIs, HSACUs, Land Grant Institutions, and HSSDs that will lead to greater outreach, education and research opportunities in areas that will affect the Hispanic community and enhance the agricultural, food, and energy capacity of the United States;
3. Promote collaboration among HSIs, HSACUs, Land Grant Institutions, especially Historically Black Colleges and Universities (1890), Tribal Colleges (1994), and other partner Institutions in areas related to extension education;
4. Increase resource opportunities for HSIs, HSACUs, and other HACU-member institutions to strengthen their academic and outreach capacity in agriculture, food sciences, environmental sciences, bio-energy, and other agricultural related areas;
5. Establish and expand participation of HACU-member institutions in USDA student programs through the existing HACU National Internship Program (HNIP) and the HACU Cooperative Education Program (HCEP);
6. Develop USDA faculty fellow programs with HACU-member institutions;
7. Create and expand USDA recruitment and employment opportunities for Hispanic students and faculty at HACU-member institutions;
8. Provide opportunities for HSIs, HSACUs and HACU International Members to participate in international research, internships, education, and outreach programs sponsored by USDA.

IV. USDA/HACU LEADERSHIP GROUP

USDA and HACU will jointly establish a USDA/HACU Leadership Group to serve as an advisory body to provide guidance and direction to USDA on matters of mutual benefits emanating from USDA/HACU partnership initiatives. This body shall consist of an equal number of members from USDA and HACU-member institutions, and has the responsibility to make recommendations to the Secretary of Agriculture and the President of HACU. The Secretary of Agriculture shall appoint a Co-Chairperson of the USDA/HACU Leadership Group and all of the USDA members. The President of HACU shall appoint a Co-Chairperson of the USDA/HACU Leadership Group and all of the HACU members. The USDA/HACU Leadership Group will meet on a scheduled basis as determined by the members, but no less than twice a year.

V. RESPONSIBILITIES

In fulfilling the objectives of the Program, the parties agree, subject to applicable legal limitations, to participate in and be responsible for activities as follows:

USDA will:

1. Provide HACU's network with information on employment opportunities within USDA;
2. Participate in on-campus career orientation and recruitment activities and outreach efforts at HACU-member institutions;
3. Coordinate planning for pre-collegiate and collegiate programs for students of HACU-member institutions, HSACUs and HSSDs that will prepare Hispanic students for academic success and careers in agriculture, food sciences, and related fields;

4. Provide scholarships, internships, fellowships, and cooperative education opportunities for students and faculty at HACU-member institutions;
5. Provide opportunities for USDA employees to serve at HACU and HACU-member institutions as executives on loan (IPA) and for faculty members of HACU-member institutions to serve temporarily in positions at USDA;
6. Encourage USDA agencies to establish partnership and contractual agreements with HACU-member institutions to promote research and outreach in areas of mutual interest;
7. Provide operational support to HACU as deemed appropriate, including sponsorships of conferences and other HACU events relevant to the mission of USDA;
8. Provide technical assistance to HACU-member institutions in areas including, but not limited to, technology enhancement and connectivity, curriculum development, and proposal development;
9. Promote partnerships, and consortia with and among HSIs, HSACUs, HSSDs and other USDA partner institutions for greater Hispanic participation in USDA programs related to research, education, and extension.

HACU will:

1. Provide member institutions of HACU with information on employment, internships, training, and grant opportunities with the USDA to achieve equitable representation of Hispanics within USDA and broaden awareness of USDA-funded programs among HSIs;
2. Utilize its network to assist USDA with targeted recruitment for mid- to executive-level positions;
3. Collaborate with USDA and HSIs developing and implementing programs to reach and prepare students for careers pertinent to the mission and goals of USDA;
4. Arrange facilities and services for hosting special educational and training programs;
5. Assist in execution of programs, forums and workshops focused on increasing employment and training opportunities in the USDA for students and educators of HACU-member institutions;
6. Provide annual recommendations to the Secretary of Agriculture regarding levels of funding necessary to effectively deliver programs and services authorized by Congress described in this MOU; and
7. Utilize its network to educate its constituents about the mission of USDA and challenges and opportunities in the agriculture industry and to promote a positive image of the USDA, agriculture, and the Federal Government.

VI. COSTS

Nothing in this MOU shall require USDA or HACU to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property between USDA and HACU will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

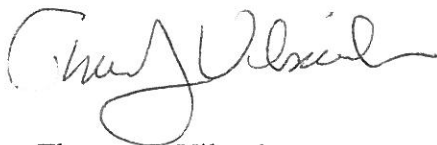
VII. EFFECTIVE DATE

This MOU becomes effective on the date of signature and shall remain in effect for five years from the date of execution. The MOU may be amended by mutual written agreement at any time during the period in which the MOU is in effect. Either party upon 60 days notice to the other may terminate the MOU at any time.

VIII. THIRD PARTY BENEFICIARY STATUS

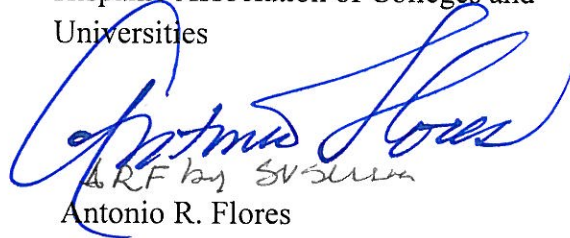
This MOU is not intended to, and does not, create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.

Department of Agriculture



Thomas J. Vilsack
Secretary

Hispanic Association of Colleges and
Universities


A.R.F. by SVS/LLM

Antonio R. Flores

President and CEO

Date **MAR 18 2011**

Date **MAR 18 2011**