

# MEMORANDUM OF AGREEMENT

Between

U.S. DEPARTMENT OF AGRICULTURE

and

THE AMERICAN INDIAN HIGHER EDUCATION CONSORTIUM

## 1. PARTIES

The U.S. Department of Agriculture (USDA) and the American Indian Higher Education Consortium (AIHEC), hereinafter referred to as “Party” or “Parties,” enter into this Memorandum of Agreement (MOA). For purposes of this MOA, AIHEC represents only the “1994 Institutions” listed in section 532 of the Equity in Educational Land-Grant Status Act of 1994, Title V, Part C, Public Law 103-382 (7 U.S.C. 301 note).

## 2. PURPOSE

This MOA reaffirms the partnership between AIHEC and USDA to assist in fulfilling the mandate of the Farm Security and Rural Investment Act of 2002 (7 U.S.C. 301), which requires USDA to establish programs ensuring that tribally controlled colleges and universities (TCUs) and American Indian/Alaska Native communities participate equitably in USDA employment, programs, and activities. This MOA also serves to promote increased cooperation among USDA, TCUs, and American Indian/Alaska Native communities in all areas of mutual interest.

The MOA establishes a cooperative framework through which the USDA 1994 Land-Grant Institution (Tribal Colleges) program will enhance the capability of American Indians/Alaska Natives to attain educational excellence and to contribute positively to the fulfillment of USDA’s mission.

The parties will focus on strengthening the capacities of AIHEC member institutions and supporting their full integration into USDA programs and services, as well as the Land-Grant System and its programs. The MOA will also promote food and agricultural science careers and professional attainment among students attending AIHEC member institutions; promote employment opportunities within USDA for students attending AIHEC member institutions; and support the development of AIHEC.

This MOA reflects the commitment of the parties to further USDA’s outreach efforts with the 1994 Land-Grant Institutions and the communities served by these institutions. This MOA is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity, by AIHEC or any other party against USDA, its Agencies, its officers, or any person.

## 3. CANCELLATION

This MOA supersedes the February 6, 2008, MOA between USDA and AIHEC.

#### **4. OBJECTIVES**

The objectives of the program are to:

- a. Strengthen and sustain TCU capacity by fully integrating 1994 Tribal Colleges into USDA programs, services, and resources and into the Land-Grant System, and to ensure their full participation in USDA's Land-Grant Programs;
- b. Develop Departmental programs and coordinate Agency activities to enhance employment and educational opportunities within USDA for students and educators of AIHEC member institutions; and
- c. Target and provide USDA resources for strengthening Tribal Colleges.

In fulfillment of the objectives, efforts will be made to:

- a. Establish capacity-building programs, including technical assistance, facilities rehabilitation and enhancement, and loan of USDA personnel for teaching, research, faculty, administration, and assisting 1994 Tribal College Regional Liaisons at AIHEC member institutions;
- b. Provide linkages and develop partnerships between AIHEC member institutions and USDA's Mission Areas and programs, other Federal agencies, and non-profit organizations, including the Association of Public and Land Grant Universities (APLU);
- c. Undertake USDA student and faculty programs with AIHEC member institutions;
- d. Enhance USDA employment opportunities for students at AIHEC member institutions;
- e. Ensure participation of AIHEC member institutions in USDA's extension, research, and data collection activities; and,
- f. Ensure participation in grant and excess property-acquisition opportunities for AIHEC member institutions.

#### **5. USDA/AIHEC LEADERSHIP GROUP**

The Parties will jointly establish a USDA/AIHEC Leadership Group (hereinafter referred to as "Leadership Group") to serve as an advisory body for all partnership initiatives. The Leadership Group will provide guidance to ensure that mutual benefits and interests are served by USDA/AIHEC partnership initiatives. This group shall consist of an equal number of members from USDA and AIHEC member institutions as well as a representative from the AIHEC central organization. The Secretary of Agriculture, USDA, shall appoint the USDA members and the USDA Co-Chairperson. The Chair of the AIHEC Board of Directors shall appoint the AIHEC Co-Chairperson of the Leadership Group from its members. The Leadership Group will meet on a scheduled basis as determined by the members.

## 6. RESPONSIBILITIES:

The Parties will work together to identify activities/initiatives of mutual benefit and will participate in and be responsible for activities as follows:

### **The USDA will:**

- a. Broaden outreach to the 1994 Land-Grant Institutions to increase their access to and participation in USDA programs and services;
- b. Provide AIHEC with information on employment and program opportunities within USDA;
- c. Participate in annual conferences sponsored by AIHEC and the National Indian Education Association, career fairs, and on-campus career orientation and recruitment activities; as well as assist in outreach efforts, and explore opportunities for the provision of student career counseling and mentoring;
- d. Explore scholarship, internship, fellowship, and cooperative education opportunities at USDA and coordinate planning for pre-collegiate and collegiate programs for students enrolling at AIHEC member institutions;
- e. Consider opportunities for USDA employees to serve at AIHEC's central headquarters and member institutions as executives on loan or technical advisors and for faculty members of AIHEC member institutions to serve temporary developmental assignments at USDA;
- f. Encourage its Agencies to enter into agreements with AIHEC member institutions to promote special initiatives of mutual interest, including, but not limited to, programs to advance extension, research, education, and data collection activities at AIHEC member institutions and programs to assist AIHEC member institutions in their efforts to encourage greater stewardship of their lands and natural resources;
- g. Provide assistance to AIHEC member institutions. Such assistance may include, but shall not be limited to, the following: instructional services; development of curricula; technology infrastructure and support; research and facility support; access to Federal surplus and excess property; loaned executives and teaching and research faculty; educational workshops for instructors; and technology transfer to AIHEC member institutions;
- h. Encourage cooperative program activities between AIHEC member institutions and other institutions of higher education that have working relationships with USDA;
- i. Provide opportunities for representation of AIHEC member institutions on relevant advisory boards and commissions established by the Secretary of Agriculture, including, but not limited to, the National Agricultural Research, Extension, Education, and Economics Advisory Board; and,
- j. In cooperation with AIHEC, participate in a biennial conference for AIHEC member institutions and USDA officials and employees, which will provide participants a cost-effective opportunity to enter into dialogue with one another, promote stronger

and more effective partnerships and programs, and exchange information on new and existing programs.

**The AIHEC will:**

- a. Provide AIHEC member institutions with information on employment, training, grant, and excess-property opportunities with the USDA to maximize the equitable representation of American Indians/Alaska Natives in USDA-funded programs;
- b. Assist AIHEC member institutions in the development and implementation of programs to prepare students for careers identified as important by USDA through degree programs at AIHEC member institutions and through cooperative arrangements with other institutions offering broader and more advanced training opportunities and will provide outreach and recruitment at the secondary and lower grade levels to accomplish similar goals;
- c. Assist AIHEC member institutions in establishing partnerships with State and private 4-year institutions and other AIHEC member institutions to facilitate transfer of students into baccalaureate and advanced degree programs, if not offered at an AIHEC member institution;
- d. Provide facilities and services to host special educational and training programs;
- e. In cooperation with USDA, participate in a biennial conference for AIHEC member institutions and USDA officials and employees;
- f. Assist in the execution of projects such as forums and workshops directed toward increasing employment and training opportunities within USDA for students and educators of AIHEC member institutions; and,
- g. Appoint a representative from the AIHEC Central Office to serve on the USDA/AIHEC Leadership Group.

**7. STRATEGIC PLAN**

The parties will prepare, maintain, and continually assess a Strategic Plan to develop new initiatives and verify, assess, and sustain existing programs that serve to benefit both AIHEC 1994 member institutions and USDA. To assist in annual planning and to the extent that such information is available, the USDA Co-Chairperson will make information on relevant resources available to the Leadership Group.

**8. AGREEMENTS**

This MOA has no funding authority. Therefore, before undertaking any collaborative activity requiring the obligation of Federal funds or resources, the partnering USDA Agency, AIHEC and/or 1994 Tribal College will negotiate and execute an appropriate instrument such as a contract, grant, cooperative agreement, Intergovernmental Personnel Act agreement, or other agreement to document the transaction and identify the legal authority underlying the particular transaction. Each collaborative activity shall be agreed upon and conducted in accordance with all applicable statutes and regulations.

## 9. COSTS AND IMPLEMENTATION

This MOA is not a financial or funding document. It does not impose any financial commitments on either party. Specific activities or initiatives that involve the transfer of funds, services, or property among the various agencies and offices of USDA and AIHEC will require execution of separate agreements and will be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOA does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

The Parties are encouraged to identify funds and resources to support activities of mutual benefit.

## 10. AMENDMENT AND TERMINATION

This MOA takes effect upon the signature of USDA and AIHEC and shall remain in effect for 5 years from the date of execution. If either party to this agreement finds it impossible to carry out its terms, they need to notify the other party within 60 days of its annulment. The MOA may be extended or amended upon written request of either USDA or AIHEC and the subsequent written concurrence of the other. Either USDA or AIHEC may terminate this MOA with a 60-day written notice to the other.

## 11. AUTHORITIES

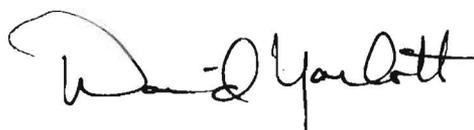
Equity in Educational Land-Grant Status Act of 1994, Title V, Part C, Public Law 103-382 (7 U.S.C. 301 note).

Farm Security and Rural Investment Act of 2002, Sections 7126-7128 and Section 7201 (7 U.S.C. 301).

Executive Order 13270 (Executive Order on Tribal Colleges and Universities), July 3, 2002.



Thomas J. Vilsack  
Secretary of Agriculture



Dr. David Yarlott  
Chair  
Board of Directors,  
American Indian Higher Education Consortium

Date 2/25/2010

Date Feb 25, 2010

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