

MEMORANDUM OF UNDERSTANDING
BETWEEN
U.S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS
AND
THE INSTITUTE FOR WORKPLACE EQUALITY

I. Parties

This Memorandum of Understanding (MOU) is made and entered into by and between the United States Department of Labor’s (DOL) Office of Federal Contract Compliance Programs (OFCCP) and The Institute for Workplace Equality (“The Institute”), collectively referred to as “the parties.”

OFCCP is a civil rights agency within the DOL that protects the rights of workers. OFCCP ensures that federal contractors and subcontractors (hereinafter collectively referred to as “contractors”) comply with their legal obligations to provide equal employment opportunity on the basis of race, color, sex, sexual orientation, gender identity, religion, national origin, disability, and status as a protected veteran. In addition, contractors are prohibited from discharging or otherwise discriminating against applicants or employees who inquire about, discuss, or disclose their compensation or that of others, subject to certain limitations.

The Institute is a national nonprofit employer association based in Washington, D.C. The Institute, as its foundational mission, educates and prepares federal contractors regarding their affirmative action, diversity, and equal employment opportunity responsibilities. Members of The Institute include senior corporate leaders in EEO compliance, compensation, legal, and staffing functions representing many of the nation’s largest federal contractors. The Institute’s role as a facilitator of dialogue between federal agencies and the regulated community renders it well-positioned to address important compliance issues encompassing the affirmative action and equal employment obligations of federal contractors.

II. Authority

OFCCP is responsible for securing compliance by all Government contractors and subcontractors with Executive Order 11246, Section 503 of the Rehabilitation Act (Section 503) and the Vietnam Era Veterans’ Readjustment Assistance Act (VEVRAA), and their implementing regulations. This responsibility includes conducting compliance evaluations and complaint investigations, as well as proactively securing compliance with the terms of the contracts entered into by federal agencies and their contractors related to nondiscrimination and affirmative action obligations.

This MOU, like other measures undertaken by OFCCP to educate and support contractor compliance about their contractual nondiscrimination and affirmative action obligations, generally promotes economy and efficiency in federal procurement.

III. Provisions

OFCCP and The Institute recognize the benefits of a non-binding MOU between them.

A collaborative relationship between OFCCP and The Institute will serve as a beneficial resource in advancing the mutual goals of supporting contractor education and training as well as compliance with Executive Order 11246, Section 503, and VEVRAA.

This MOU envisions OFCCP and The Institute coordinating at the national level in order to explore common compliance challenges experienced by federal contractors. The Institute and OFCCP will identify opportunities for minimizing and eliminating operational, organizational and attitudinal barriers that may be obstructing equal employment opportunity in contractors' workplaces and will endeavor to develop proactive and innovative solutions that will prevent those barriers from resurfacing. The partnership between The Institute and OFCCP also furthers and supports effective and efficient government procurement by encouraging contractors to make full use of a qualified labor pool in carrying out their federal contractual obligations.

The dialogue memorialized by the MOU will also enable the parties to promote strategies that improve access, equity, and diversity as well as nondiscriminatory practices in workplaces consistent with the laws under OFCCP's jurisdiction. The partnership between The Institute and OFCCP will explore how contractors have implemented and appropriately used apprenticeship programs to develop a pipeline of diverse workers that, in turn, would result in a workforce more representative of the general population. In addition, the public-private collaboration enshrined in this MOU will seek to improve the relevance, clarity, accuracy and consistency of OFCCP's contractor education and compliance tools and resources.

The parties are entering into this MOU to give structure to the scope of the collaboration with each other.

As part of this collaboration, OFCCP commits to the following:

- OFCCP's national office leadership agrees to meet once annually with The Institute's Advisory Board to review implementation of the MOU and provide relevant information on OFCCP's regulations and procedures, including any recent changes to OFCCP's regulatory requirements that affect contractors' obligations that OFCCP provides to other stakeholders. The annual meeting's purpose will be two-fold: to discuss compliance challenges experienced by The Institute's members and to explore new and innovative means of addressing those challenges.
- OFCCP will agree, to the extent it deems appropriate and practicable, to provide input and participate in one of The Institute's annual conferences. The purpose of OFCCP's participation will be to provide education that seeks to secure proactive compliance with

OFCCP's laws and regulations while affording the greatest amount of transparency to The Institute's members. Such transparency will be in the same manner that OFCCP provides to all of its stakeholders through regulatory and sub-regulatory guidance, and will include ensuring contractors are accurately informed of OFCCP's compliance evaluation process.

- OFCCP will make one or more representatives available to The Institute for a maximum of two webinars and/or regional meetings annually, as practicality and circumstances dictate. These webinars and/or regional meetings will address compliance challenges and barriers contractors may encounter and educate contractors on what to expect during a compliance evaluation.
- OFCCP has long made as a part of its mission to solicit constructive feedback on OFCCP's compliance evaluation process, as well as its outreach and compliance assistance activities.
- The dialogue and outreach between OFCCP and The Institute will consist of the same publicly available regulatory and sub-regulatory guidance given to all of OFCCP's stakeholders and contractors via its help desk, opinion letters, stakeholder messages, town halls, landing page content, and other panels and presentations. The contractor education and compliance assistance provided to The Institute will be limited to publicly available guidance.
- OFCCP will use any meetings or conferences with The Institute and its member contractors to obtain information, advice, and viewpoints from individual attendees. OFCCP does not intend to, and will not, use such meetings or conferences to obtain consensus advice, opinions, or recommendations from the group acting in a collective mode.

As part of this collaboration, The Institute commits to the following:

- During OFCCP's participation in The Institute's annual meeting, The Institute will constructively identify and explore concerns raised by contractors related to the compliance evaluation process, as well as training and education barriers that affect contractor compliance.
- The Institute will work cooperatively with OFCCP to ensure a productive dialogue on compliance issues of concern to both parties. To that end, The Institute will ensure that contractors receive accurate and useful information, are presented a variety of views and perspectives, and have access to implementable compliance assistance from OFCCP and other conference presenters.
- The Institute will proactively inform its Board members and member-contractors of opportunities to participate in OFCCP-sponsored compliance assistance, education, and other similar events that provide its member-contractors with an opportunity to provide constructive feedback.

Both parties commit to the following:

- Create a collaborative relationship connecting local OFCCP offices with The Institute to foster collaboration and connect contractors with compliance assistance and education resources.

IV. Effective date/implementation

- i. Nothing in this MOU limits OFCCP's interpretation or enforcement of its laws and regulations.
- ii. This MOU does not authorize the expenditure or reimbursement of any funds. Nothing in this MOU obligates OFCCP to expend appropriations or enter into any contract or other obligation not explicitly referenced in this agreement.
- iii. This agreement will be performed in full compliance with all applicable laws, including the Privacy Act of 1974, the Freedom of Information Act, and the Federal Records Act.
- iv. This MOU does not intend to create an advisory committee under the Federal Advisory Committee Act. This MOU must be interpreted and implemented in a manner consistent with this intent.
- v. By entering into this MOU, the parties do not imply an endorsement or promotion by any party of the policies, priorities, or services of the others.
- vi. Nothing in this MOU shall be interpreted as limiting, superseding, or otherwise affecting OFCCP's normal operations and functions.
- vii. This MOU does not limit or restrict the parties from participating in similar activities or arrangements with other entities.
- viii. This MOU contains all of the terms and conditions agreed upon by the parties. None of its terms or conditions, or other understandings, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or be legally binding upon the parties. This MOU is not intended to confer any right upon any private person or third party.

V. Resolution of Disagreements

Any disputes arising under this MOU will be resolved informally by discussions between the signatories to this agreement or other officials designated by each party.

VI. Agreement modification and termination

The provisions of this agreement are effective on the date of signature, and the parties can modify the MOU only by mutual consent. This MOU is effective for a three-year period unless extended by mutual agreement, in writing, by the parties. Any party can unilaterally terminate this MOU by providing 30-day written notice to the other parties.

The undersigned hereby agree that this document represents the understanding between them.

CRAIG LEEN

Digitally signed by CRAIG
LEEN
Date: 2020.08.07 19:24:55
-04'00'

CRAIG E. LEEN
Director
Office of Federal Contract Compliance Programs

Date Signed: August 7, 2020



BARBARA L. KELLY
Director
The Institute for Workplace Equality

Date Signed: August 10, 2020