

**MEMORANDUM OF UNDERSTANDING BETWEEN
UNITED STATES DEPARTMENT OF AGRICULTURE
AND
THE CONFERENCE ON ASIAN PACIFIC AMERICAN LEADERSHIP**

I. PARTIES

This Memorandum of Understanding (MOU) is between the United States Department of Agriculture (USDA) and the Conference on Asian Pacific American Leadership (CAPAL), hereinafter referred to individually as a “party” or together as “participants.”

II. PURPOSE

This MOU sets forth the general terms and conditions for the partnership between USDA and CAPAL to ensure equitable access to internships and employment, career enhancement opportunities, and greater diversity for USDA’s workforce. The intent of this effort is to increase awareness of USDA as an employer of choice and to address recruitment, hiring, and retention of a diverse workforce at all levels. This partnership also strengthens USDA’s commitment to advance racial justice, equity, diversity, and inclusion as part of the Biden-Harris Administration’s priorities. Other focal areas address increasing internships and employment opportunities in USDA for Asian American, Native Hawaiian, and Pacific Islander (AANHPI) students.

III. STATEMENT OF MUTUAL INTEREST

USDA’s mission is to serve all Americans by providing effective, innovative, science-based public policy leadership in agriculture, food and nutrition, natural resource protection and management, rural development, and related issues with a commitment to delivering equitable and climate-smart opportunities that inspire and help America thrive. USDA’s Office of Partnerships and Public Engagement (OPPE) develops and maintains partnerships focused on solutions to challenges facing rural and underserved communities and connects those communities to the education, tools, and resources available to them through USDA programs and initiatives.

CAPAL is an educational organization dedicated to building leadership and public policy knowledge within the Asian Pacific American (APA) community. Its mission is to promote APA interests and success in public service careers, to provide information and education on policy issues affecting the APA community, and to serve the APA community at large.

IV. APPROACH

Collaborative efforts under this MOU may include, but are not limited to, the following activities:

- a) Recruiting and retaining more Asian American, Native Hawaiian, and Pacific Islander (AANHPI) students into careers in food, agricultural science, natural resources, and related fields.
- b) Increasing the number of students entering federal employment within USDA.
- c) Leveraging available expertise and resources in areas of mutual benefit relating to teaching, research, and extension programs, library and information services, technology

development activities, limited resources, small-scale and minority producer programs, urban agriculture, and rural development programs.

- d) Exploring opportunities for consulting, planning, technical assistance, and implementing activities/initiatives in areas of mutual benefit.
- e) Equitably implementing USDA programs to further agriculture research, extension, and teaching programs and library and information services or other program areas of mutual interest and benefit.

V. RESPONSIBILITIES

The parties will work together to identify activities and initiatives of mutual benefit.

a) USDA will:

- i) Recognize the importance of addressing systemic barriers for AA and NHPI young adults to pursuing careers in federal service, agriculture, food and nutrition, and natural resources.
- ii) Work to increase access to federal service career opportunities across a variety of fields and disciplines.
- iii) Acknowledge the role CAPAL plays in preparing Asian American, Native Hawaiian, and Pacific Islander young adults to work in federal service and the impact CAPAL has made on rural and urban America through its members and alumni.

I. Identify short- and long-term interests of USDA and connect CAPAL to those interests and other resources available to them through USDA programs and initiatives, supporting capacity-building and program development, which may include sharing information about CAPAL opportunities via USDA mission areas and agencies.

- iv) Communicate available USDA internship opportunities, including the Pathways Program, to CAPAL and CAPAL alumni.
- v) Encourage USDA agencies and offices to consider CAPAL students for scholarships, internships, fellowships, and cooperative education opportunities.

b) CAPAL will:

- i) Equip the next generation of young people with the tools necessary to enter federal service opportunities in public management, agriculture, food, natural resources, and nutrition.
- ii) Work with USDA to attract, recruit, educate, inspire, and prepare students to enter public service careers in public management, agriculture, trade, food, and natural resources areas.
- iii) Collaborate with USDA to identify areas where mutual interests may be addressed.
- iv) Provide opportunities for USDA to meet and engage with CAPAL participants in USDA internships, programs, and events.
- v) Provide informal feedback to USDA relative to the implementation of federal programs for training, resources, and other related purposes.
- vi) Assist in the execution of programs, forums and workshops focused on increasing employment and training opportunities for CAPAL students within USDA.

c) USDA and CAPAL will be responsible for their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

VI. AGREEMENTS

Before undertaking any collaborative activity that will require the obligation of federal funds or resources, USDA and CAPAL 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.

It is also mutually agreed and understood by all parties that:

- a) Implementation of this MOU will occur at the highest level possible for all participants.
- b) Both parties will work together to create an annual plan of works as it relates to these terms and develop a reporting system that reflects the effectiveness and impact of the partnership between all participants.
- c) Each participant will carry out its separate activities in a coordinated and mutually beneficial manner.
- d) A party may not use or reference the name or logo of the other party or any of its component agencies in any context, manner, or media now or hereafter to serve as an endorsement of the other party, or its employees, agents, parents, subsidiaries, and related companies, or any of its programs or products.
- e) This MOU in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals. Nothing in this agreement may be interpreted to imply that either party endorses any product, service, or policy of the other.

VII. COSTS

This MOU 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 CAPAL will require the execution of separate instruments and will be contingent upon the availability of appropriated funds. The appropriate statutory authority must independently authorize such activities. This MOU does not provide such authority. Negotiation, execution, and administration of each such instrument must comply with all applicable statutes and regulations.

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

VIII. AMENDMENT AND TERMINATION

This MOU takes effect when signed by all participants and shall remain in effect for five (5) years from the date of execution. This MOU may be extended or amended upon the written request of either party and the subsequent written concurrence of the other. Either party may terminate this MOU with a sixty (60) day written notice to the other party.

IX. 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.

X. AUTHORITIES

USDA has authority under the following statutes, regulations, and executive orders to

conduct the activities contemplated under this MOU: 7 U.S.C. § 6934 and 7 CFR § 2.38.

XI. KEY EMPLOYEES

The employees of USDA and CAPAL conducting activities under the terms of this MOU shall be as follows:

For USDA:

- a) Lisa Ramirez, Director, (202) 720-6350, lisa.ramirez@usda.gov, will serve as the designated representative responsible for coordination of USDA activities associated with this MOU.
- b) Kenya Nicholas, Deputy Director, (202) 720-6350, kenya.nicholas@usda.gov, will serve as the point of contact for USDA.
- c) Matthews Smith, Chief Operating Officer, (202) 720-6350, matthews.smith@usda.gov, will serve as the secondary point of contact for USDA.

For CAPAL:

- a) Shaima Ahmad, Managing Director, 202-650-4221, shaima.ahmad@capal.org, will serve as coordinator and point of contact for CAPAL.
- b) Hannah Park, Programs Manager, 703-362-4272, hannah.park@capal.org.

XII. SIGNATURES

UNITED STATES DEPARTMENT OF AGRICULTURE

25 Sept. 2024

Date

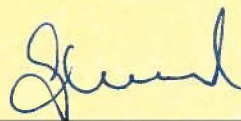


Lisa Ramirez, Ed.D.
Director
United States Department of Agriculture
Office of Partnerships and Public Engagement

THE CONFERENCE ON ASIAN PACIFIC AMERICAN LEADERSHIP

25 Sept 2024

Date



Shaima Ahmad
Managing Director
Conference on Asian Pacific American Leadership