



**MEMORANDUM OF UNDERSTANDING**  
**Between The**  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**And The**  
**NATIONAL DISABILITY MENTORING COALITION**

WHEREAS, the National Disability Mentoring Coalition (NDMC) and its Members are committed to increasing the awareness, quality, and impact of mentoring for individuals with disabilities across the Nation as a means to transfer historical knowledge, incorporate reverse mentoring to generate innovation, and develop new opportunities for individuals with disabilities across their lifespan.

WHEREAS, NDMC believes the United States Department of Agriculture (USDA) offers a range of opportunities for individuals with disabilities in mentoring such as job shadowing, on-the-job training, internships, and permanent employment with upward mobility in an environment that is welcoming and inclusive of all individuals, including those with disabilities; and,

WHEREAS, NDMC and USDA recognize the benefits of a non-binding memorandum of understanding (MOU) between them; now, therefore, the participants have entered into this non-binding MOU to give form or structure to the services and supports rendered by NDMC.

**1. PURPOSE:**

This MOU identifies the goals of the USDA and NDMC relationship and establishes general parameters of USDA's and NDMC's cooperation.

**2. SCOPE:**

- a. Both participants recognize the considerable value of the relationship between USDA and NDMC. USDA's goals of "connecting" with youth, applicants, and current employees with disabilities will be strengthened by recognizing the importance of mentoring to build talent pipelines and to promote career advancement.
- b. USDA is prohibited from formally endorsing or appearing to endorse a specific private organization. The participants recognize that this agreement of mutual support is not an enforceable contract by law and that it is not intended to violate any existing laws, regulations, or policies of either participant.

### 3. RESPONSIBILITIES:

a. USDA, at its sole and unfettered discretion and without obligation, may:

- 1) Partner with NDMC in creating mentoring opportunities that may lead to USDA employment for youth and adults with disabilities.
- 2) Partner with NDMC to provide guidance to NDMC Members via teleconferences and webinars regarding the following: a) USDA's mentoring resources, b) USDA as an employer of people with disabilities, c) preparing Schedule A documentation, d) instruction on applying for USDA internships and job opportunities (including résumé development), and e) strategies for improving job placement success.
- 3) Educate USDA key internal stakeholders such as Mission Area and Agency Recruitment Program Managers; Disability Employment Program Managers; Human Resources Specialists; and Supervisors, about NDMC, including procedures for direct marketing of USDA internships and job opportunities to NDMC Members and their related services to support successful employment of individuals with disabilities throughout the Department.
- 4) Provide information regarding NDMC, NDMC Member mentoring programs, activities, Disability Mentoring Hall of Fame inductees, and collaborative efforts in USDA informational materials such as newsletters and bulletins.
- 5) Partner with NDMC to market USDA internship opportunities to students with disabilities participating in NDMC Member mentoring programs and provide the following: an introduction to agency careers; counseling, mentoring, and training that are designed to enhance the interns' employment-seeking skills, workplace qualifications, and career aspirations; résumé review and feedback; and placement and referral assistance.
- 6) Serve as a co-sponsor and participate in an NDMC disability mentoring conference.

b. NDMC and its members, at its sole and unfettered discretion and without obligation, may:

- 1) Provide customized training and technical assistance to USDA agencies and employees to further support the Department's goals of promoting career success and upward mobility.
- 2) Assist in recruitment and referral of qualified applicants who have participated in mentoring programs.
- 3) Provide consultation, technical assistance, and support on issues relating to upward mobility and eMentoring programs.

- 4) Offer assistance to integrate professionals with and without disabilities as mentors in the USDA Mentoring Program.
- 5) Collaborate with USDA to: a) disseminate information to NDMC Members on USDA's mission-critical jobs and guidance on writing Schedule A documentation, b) market the Department's mentoring, internship, and job opportunities, and c) host teleconferences and webinars.
- 6) Encourage NDMC Members to invite USDA to participate in events and outreach programs such as Disability Mentoring Day and Member conferences that would be mutually beneficial toward increasing USDA's employment of individuals with disabilities.

4. DURATION:

This MOU will commence on the last date signed below. The participants will review the MOU every 4 years.

5. NOTICE:

Either participant may withdraw from the agreement upon written notification to the other participant. Either USDA or NDMC may terminate this MOU with a 60-day written notice to the other (see Appendix).

6. OTHER:

Both participants agree that this MOU is not binding and may not be enforced against the other by any legal or equitable suit or action. The participants have entered into it merely to give a form and structure to their relationship.

USDA and NDMC and their respective agencies and offices will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each participant will carry out its separate activities in a coordinated and mutually beneficial manner.

Nothing in this MOU shall obligate either USDA or NDMC to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of USDA and NDMC 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.

IN WITNESS WHEREOF, the participants hereto have caused this MOU to be executed by their respective duly authorized officers as indicated below.

FOR THE UNITED STATES DEPARTMENT OF AGRICULTURE



Thomas J. Vilsack  
Secretary of Agriculture

DEC 14 2016

Date

FOR THE NATIONAL DISABILITY MENTORING COALITION



Derek Shields  
Co-Chair

12/21/16

Date