

**MEMORANDUM OF AGREEMENT
BETWEEN THE
DEPARTMENT OF HOMELAND SECURITY/FEDERAL
EMERGENCY MANAGEMENT AGENCY (DHS/FEMA)
AND
ASSOCIATION OF UNIVERSITY CENTERS ON
DISABILITIES (AUCD)**

- I. **PARTIES.** The Department of Homeland Security/Federal Emergency Management Agency (DHS/FEMA) and the Association of University Centers on Disabilities (AUCD) are parties to this Agreement.

A. DHS/FEMA

1. **MISSION:** The mission of DHS/FEMA is to support our citizens and first responders to ensure that as a nation we work together to build, sustain and improve our capability to prepare for, protect against, respond to, recover from and mitigate all hazards.
2. **SPECIFIC ACTIVITIES:** In support of the mission of DHS/FEMA, the Administrator:
 - a. Leads the Nation's efforts to prepare for, protect against, respond to, recover from, and mitigate against the risk of all hazards, including catastrophic incidents;
 - b. Partners with state, local, territorial and tribal governments and emergency management personnel, other Federal agencies, the private sector, and nongovernmental organizations to build a national system of emergency management that can effectively and efficiently utilize the full measure of the Nation's resources to respond to all hazards, including catastrophic incidents; and
 - c. Consults, through the Office of Disability Integration and Coordination (ODIC), with organizations that represent the interests and rights of individuals with disabilities about the equal access and full inclusion of individuals with disabilities in emergency planning requirements and relief efforts in connection with all hazards.

B. ASSOCIATION OF UNIVERSITY CENTERS ON DISABILITIES

1. **MISSION:** The mission of the Association of University Centers on Disabilities (AUCD) is to advance policies and practices that improve the health, education, social, and economic well-being of all people with developmental and other disabilities, their families, and their communities by supporting its members in research, education, health, and service activities that achieve its vision.
2. **VISION:** AUCD envisions a future in which all people, including those living with developmental and other disabilities, are fully included, participating members of their communities. AUCD sees equitable access to supports and services that reflect the preferences and values of diverse communities and that lead to self-determination, independence, productivity, and a healthy and satisfying quality of life.
3. **SPECIFIC ACTIVITIES:** AUCD's national network of centers and programs may assist in connecting DHS/FEMA with local and regional disability organizations. AUCD's centers and programs may also serve as advisors to local emergency managers about how to communicate effectively with people with disabilities.

II. **AUTHORITIES.** This Agreement is authorized under sections 503(b)(2)(B) and 513(b) of the Homeland Security Act of 2002, as amended by the Post-Katrina Emergency Management Reform Act of 2006.

III. **PURPOSE.** This Agreement outlines the ways in which DHS/FEMA and AUCD will share information, including relevant research, and provide training and education to further integrate the perspectives and needs of individuals with disabilities and others with access and functional needs in disaster preparedness, response, recovery, and mitigation activities.

IV. **RESPONSIBILITIES**

A. **Both DHS/FEMA, through the Office of Disability Integration and Coordination (ODIC), and AUCD will, as resources and information are available and as is appropriate:**

1. Engage in joint disaster preparedness and disaster mitigation activities to support universal accessibility and community resilience consistent with the Presidential Policy Directive/PPD-8 (National Preparedness).
2. Share information about and promote the participation of individuals with disabilities in emergency preparedness activities, including training, to enhance personal preparedness among individuals with disabilities and others with access and functional needs.
3. Facilitate speaking opportunities for subject matter experts to share their expertise and research and enhance community-based engagement in emergency preparedness, including individuals with disabilities and others with access and functional needs, through briefings, informational sessions, and other events.
4. In order to increase the participation of people with disabilities in the development, implementation, and evaluation of DHS/FEMA projects and initiatives, engage members of AUCD's network to identify people with disabilities who can provide knowledge and insight to DHS/FEMA regarding existing and future programs and initiatives.
5. When DHS/FEMA engages members of AUCD's network who are not full-time or permanent part-time Federal employees, DHS/FEMA must comply with applicable laws and regulations by, for example, limiting input to individual advice rather than group recommendations. Share relevant information, such as promising practices (*i.e.*, emerging examples of effective integration of individuals with disabilities and others with access and functional needs within some aspect of emergency management), relevant research, training experience, and expertise, before, during, and after disasters.
 - a. Both parties will respect the right and obligation of the other to define and protect any category of information deemed to be for

internal use only, confidential in nature, or otherwise restricted from release unless its release is required by law.

- b. Information shared by ODIC with AUCD shall not be further shared with a third party outside AUCD and its network and partners unless expressly allowed by DHS/FEMA.
- c. No disaster survivor personal information will be shared through this Agreement.

- 6. Engage in joint activities that promote efficient, accessible, and effective emergency management programs and services.
- 7. Establish a plan of action and meet as necessary to implement this Agreement.

B. DHS/FEMA, through ODIC, will, as resources and information are available and as is appropriate:

- 1. Notify AUCD of each Presidentially-declared major disaster or emergency declaration and provide situation reports.
- 2. Notify AUCD of DHS/FEMA programs and initiatives relating to relevant public outreach and training and educational opportunities regarding the integration of the perspectives and needs of individuals with disabilities and others with access and functional needs in disaster preparedness, response, recovery, and mitigation activities.
- 3. Notify AUCD of changes in DHS/FEMA disaster regulations and procedures to the extent they relate to this Agreement.
- 4. Participate in AUCD community engagement and educational activities.
- 5. Publicize this Agreement within DHS/FEMA and to members of the Interagency Coordinating Council on Emergency Preparedness and Individuals with Disabilities and other appropriate federal agencies involved in the response to Presidentially-declared major disaster and emergency declarations.

C. AUCD will, as resources and information are available and as is appropriate:

- 1. Identify the principal points of contact within AUCD for Presidentially-declared emergencies or major disasters to facilitate engagement between AUCD and DHS/FEMA.
- 2. Provide feedback to DHS/FEMA from its constituents and other stakeholders about their experiences with emergency management.
- 3. Share awareness of any DHS/FEMA emergency management-related planning and preparedness training and educational courses with their constituents and other stakeholders.

4. Assist in disseminating DHS/FEMA disaster program information to the public, such as the availability of DHS/FEMA assistance in connection with Presidentially-declared major disaster and emergency declarations.
 5. Distribute copies of this Agreement to AUCD and its network and partners.
- V. **POINTS OF CONTACT.** DHS/FEMA and AUCD will designate people within their respective organizations to implement the Agreement before, during, and after Presidentially-declared major disasters.

A. DHS/FEMA

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The Office of Disability Integration and Coordination
Department of Homeland Security/FEMA
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B. Association of University Centers on Disabilities

Andrew J. Imparato, Executive Director
Association of University Centers on Disabilities
1100 Wayne Avenue, Suite 1000
Silver Spring, MD 20910
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VI. OTHER PROVISIONS.

- A. Nothing in this Agreement is intended to conflict with current law or regulation or the directives of DHS/FEMA. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
- B. Nothing in this Agreement is intended to restrict the authority of either party to act as provided by statute or regulation.
- C. Nothing in this Agreement shall be interpreted as affording DHS/FEMA or AUCD any role in the content or programming decisions of either AUCD or DHS/FEMA, respectively.
- D. Any information shared under this Agreement will comply with the Privacy Act of 1974, as amended (5 U.S.C. § 552a) (the Privacy Act), and to the extent required and allowable, the Freedom of Information Act, as amended (5 U.S.C. § 552) (FOIA), and any other applicable statute, Executive Order, or regulation pertaining to information disclosure.
- E. The use of Federal facilities, supplies and services undertaken under this Agreement will be in compliance with regulations promulgated by DHS/FEMA under the Stafford Act guaranteeing non-discrimination. (See 44 C.F.R. § 206.11)
- F. This Agreement is between DHS/FEMA and AUCD and does not confer or create any right, benefit, or trust responsibility, substantive or procedural, enforceable at

law or equity, by any third person or party (public or private) against the United States, its agencies, its officers, or any person; or against AUCD, its officers, employees or any other person.

- G. This Agreement creates neither a partnership nor a joint venture, and neither party has the authority to bind the other. This agreement is not intended to be enforceable in any court of law or dispute resolution forum.
 - H. The parties will use or display each other's name, emblem, or trademarks only in the case of particular projects and only with the prior written consent of the other party. The Department of Homeland Security (DHS) seal is protected by 18 U.S.C. §§ 506, 701, and 1017, among other laws, and use of the seal is controlled by the DHS Office of Public Affairs through DHS Management Directive No. 0030 (MD 0030). Written permission is required to use the DHS Seal.
 - I. This Agreement is not a fiscal or funds obligation document. Any funds, services, or property provided to accomplish the goals anticipated under this Agreement are done so without expectation of reimbursement or the payment of fees related to the provision of such funds, services, or property unless otherwise agreed. Any specific work or activity that involves the transfer of funds, services, or property among the parties will require execution of a separate agreement, and will be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory or other authority. This Agreement does not provide such authority.
 - J. The parties to this Agreement agree to be responsible for the negligent or wrongful acts or omissions of their respective employees arising under this agreement. The parties agree – subject to any limitations imposed by law, rule, or regulation – to cooperate in good faith to resolve any claims promptly and, whenever appropriate, without litigation. For all claims or suits arising under this agreement, each party's designated legal representatives will, within (7) calendar days of receipt, provide each other's designated legal representatives copies of any documents memorializing such claims. Nothing in this Agreement shall be construed as a waiver of any sovereign immunity of the United States. The Federal Tort Claims Act (FTCA), 28 U.S.C. §§ 1346(b), 2671-2680 provides the exclusive monetary damages remedy for allegedly wrongful or negligent acts or omissions by federal employees within the scope of their employment.
 - K. This Agreement, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this Agreement.
- VII. **EFFECTIVE DATE.** The terms of this Agreement will become effective upon the signature of both parties.
- VIII. **MODIFICATION.** This Agreement may be modified upon the mutual, written consent of the parties.

IX. TERMINATION. The terms of this Agreement, as modified with the consent of both parties, will remain in effect until July 31, 2019. The Agreement may be extended by mutual written agreement of the parties. Either party upon 60 days written notice to the other party may terminate this Agreement.

APPROVED BY:



W. Craig Fugate
Administrator
Federal Emergency
Management Agency



Andrew J. Imparato
Executive Director
Association of University Centers on
Disabilities

