

IMAGE ASSOCIATE AGREEMENT

I

NATURE AND PURPOSE OF THE AGREEMENT

The parties to this agreement, the Department of Homeland Security (DHS), as represented by U.S. Immigration and Customs Enforcement (ICE) and (Associate name) (the parties), seek to: promote principles of ethical business conduct, prevent the knowing hiring of unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE. The parties further agree to work jointly in this program to prevent and/or isolate misconduct or criminal actions at the workplace relating to illegal aliens gaining employment in industry nationwide.

(Associate name) agrees to participate in the ICE Mutual Agreement between Government and Employers (IMAGE). IMAGE will provide a mechanism to identify and develop lawful, innovative and viable corporate practices to deter and isolate misconduct relating to the employment of unauthorized workers as well as the detection, reporting, and removal of those illegal aliens. The purpose of the program will be to encourage all employers to incorporate the IMAGE Best Practices as described in this agreement into hiring procedures so as to prevent the employment of illegal aliens.

II

RESPONSIBILITIES AND SUBSTANTIVE CONTRIBUTIONS

ICE and (Associate Name) will, in a cooperative and collaborative relationship, freely and in good-faith consult and mutually plan and implement the above-described program. ICE and (Associate name) will review, evaluate and consider appropriate and lawful practices, procedures, policies, and training materials related to the hiring and employment of only those individuals authorized to work in the United States. After such review, ICE and (Associate name) will determine whether modifications of current participant hiring and employment practices, policies, procedures, and training are needed. ICE and (Associate name) understand and agree that information discovered from this collaboration relating to trends, patterns and tactics used by illegal aliens in their attempts to secure unauthorized employment will be addressed industry-wide. Additionally, the ongoing identification of best hiring practices will be used as benchmarks for participation in the program.

A. ICE agrees to:

- i. Publicly recognize (Associate name) for adopting those agency-endorsed standards that implement innovative lawful procedures, reporting, and oversight that prevent the hire and employment of illegal aliens;

- ii. Cooperate with (Associate name) to develop a method for evaluating lawful and appropriate practices and policies related to the hiring and employment of only those individuals authorized to work in the United States. ICE, given its expertise and regulatory authority in such matters, will also validate (Associate name) policies and procedures;
- iii. Assist (Associate name) with identifying ways that illegal aliens circumvent hiring and employment processes;
- iv. Review, assist in modification, and/or supplement existing internal training (as appropriate) for (Associate name) employees who are tasked with hiring and verifying the employment eligibility of workers. ICE will advise on proven methods to detect and prevent the employment of illegal aliens. This will include specific emphasis on identified areas of potential weaknesses in (Associate name) employment practices and ways to detect fraudulent documents;
- v. Work with (Associate name) to implement and provide a more effective means for industries to lawfully check the employment eligibility of workers;
- vi. Work collaboratively with (Associate name) whenever potential misconduct of an isolated and minor nature has been discovered;
- vii. Consider good faith participation in IMAGE as a mitigating factor in the determination of civil penalty (fine) amounts under the employer sanctions provisions of the Immigration and Nationality Act should they be levied;
- viii. Encourage nationwide industry participation in the program;
- ix. Provide no greater rights, benefits, or privileges, to any future participants in a similar partnership program;
- x. Provide (Associate name) with a designated IMAGE point of contact. ICE will identify this person in Section IX of this agreement.

B. (Associate name) agrees to:

- 1) Complete a Self-Assessment Questionnaire (SAQ).
- 2) Enroll in the Social Security Number Verification Service (SSNVS) and make a good faith effort to correct and verify the names and Social Security numbers of the current workforce.
- 3) Enroll in E-Verify and use the program for all new hires.
- 4) Associate Members must agree to follow the eight core IMAGE Best Employment Practices:
 - i. Use the DHS Employment eligibility verification program E-Verify to check the employment eligibility of all new hires.
 - ii. Establish an internal training program, with annual updates (i.e., on how to manage completion of Form I-9 [Employment Eligibility Verification Form]), and on how to detect fraudulent use of documents in the I-9 process, and cooperate with ICE to

make employees available for ICE training sessions as deemed appropriate.

- iii. Permit the I-9 and E-Verify process to be conducted only by individuals who have received this training-and include a secondary review as part of each employee's verification to minimize the potential for a single individual to subvert the process.
 - iv. Arrange for annual I-9 audits by an external auditing firm or a trained employee not otherwise involved in the I-9 process.
 - v. Ensure and document the definitive resolution of no-match letters received from the Social Security Administration (SSA), per SSA and Department of Homeland Security guidance (consistent with current regulations and legal developments).
 - vi. Establish a Tip Line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized aliens, and a protocol for responding to employee tips.
 - vii. Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. citizens and authorized workers do not face discrimination with respect to hiring, firing or recruitment or referral for a fee because of citizenship status or national origin.
 - viii. Communicate IMAGE guidelines to other companies in the hiring network (such as employment services and agencies) and contractors and subcontractors. Work toward incorporating IMAGE guidelines into relationships and agreements with these companies.
- 5) An IMAGE Associate Agreement is reviewed and signed by both the Associate and ICE.
 - 6) At 2 years of the date of this agreement (Associate name), the employer shall submit to an I-9 audit conducted by ICE unless the employer requests an audit sooner.
 - 7) Submit an updated SAQ after 2 years as an Associate member.
 - 8) Pursue full IMAGE membership after two years as an Associate member.

III

PROMOTIONAL, PUBLICITY, ENDORSEMENTS AND COMMERCIAL ACTIVITY

ICE and (Associate name) agree to discuss and obtain the approval of the other party before using names, logos or other identifying descriptions of the parties in any public relations statement that announces, publishes or promotes any aspect relating to participation in the IMAGE program. Neither party will publicize or promote this program or agreement for commercial or publicity purposes without gaining prior

approval from the other party. Any literature or program material prepared by either party regardless of form, including but not limited to written, video, audio or computer based formats of this program or agreement, shall be approved by the other party before dissemination to the public.

IV

FEES

The intent of the parties is that each party shall bear the respective costs associated with this agreement. Any payment of monies to the other party for costs associated with this program must be approved in advance and fully documented.

V

NO GRANT OF IMMUNITY

It is understood that application to or conferral of (Associate name) with IMAGE Associate status by ICE does not provide (Associate name) with any grant of immunity or protection from the law relating to possible criminal and administrative violations of the employer sanctions provisions of the Immigration and Nationality Act. Should any such violation present itself, it is understood that all information relating to the violation will be fully and fairly evaluated by ICE and other Government officials before reaching a decision on the matter. ICE will communicate with (Associate name) prior to bringing any enforcement actions with respect to isolated and minor violations of the law by (Associate name). Participation does not protect (Associate name) from or prevent criminal/civil enforcement actions or audits should information be developed and verified regarding information of illegal conduct or practices.

VI

ANTI-DISCRIMINATION NOTICE

(Associate name) will ensure that its policies and procedures are fully consistent with the anti-discrimination provision of the Immigration and Nationality Act, and not take action based upon an individual's citizenship status or national origin, including assumed foreign appearance or status. (Associate name) will not impose additional requirements upon individuals who identify themselves as non-citizens, or who may appear foreign. (Associate name) will consistently scrutinize the documentation of all new hires, including U.S. citizens.

(Associate name) will provide employees and applicants with information about its participation in IMAGE, including a contact number for obtaining additional information

from both ICE and the Office of Special Counsel for Immigration Related Unfair Employment Practices.

VII

TERM OF AGREEMENT

This agreement shall be effective for two years from the date when the appointed representatives of both parties sign the agreement. Failure to meet IMAGE commitments by (Associate name) will result in suspension from IMAGE program. Participation may resume upon (Associate name) correcting identified deficiencies in compliance.

Modification. This agreement may be modified upon the mutual written consent of the parties.

Termination. The terms of this agreement, as modified with the consent of both parties, will remain in effect indefinitely. Either party upon 30 days written notice to the other party may terminate this agreement.

VIII

OTHER PROVISIONS

Nothing in this Agreement is intended to conflict with current law or regulation. If a term of this Agreement is inconsistent with such authority, then the term is to be invalid, but the remaining terms and conditions are to remain in full force and effect.

This Agreement is an internal arrangement between ICE and (Associate name) and does not create or confer any right or benefit on any other person or party, private or public.

Nothing in this Agreement is meant to imply that ICE will be appropriated funds for activities under this Agreement.

In case of disagreement or dispute over the implementation of this Agreement or the interpretation of terms of this Agreement, ICE and (Associate name) agree to negotiate in good faith to resolve such issues.

IX

POINTS OF CONTACT

The Points of Contact for the respective parties are:

For ICE:

Kevin Sibley, Unit Chief, Worksite Enforcement/Critical Infrastructure Protection

Telephone number: 202-514-0789

E-mail: Kevin.Sibley@dhs.gov

For (Associate name):

Name and Title

Telephone number:

E-mail:

Both parties agree to notify the other party within 10 days of a change in the designated IMAGE point of contact.

Signatures _____

Date: _____ Date: _____