

Memorandum of Understanding
Between
the U.S. Department of Labor, Office of Federal Contract Compliance Programs and
the U.S. Equal Employment Opportunity Commission

The U.S. Equal Employment Opportunity Commission (EEOC) enforces Title VII of the Civil Rights Act of 1964 (Title VII) (prohibiting employment discrimination based on race, color, religion, national origin, and sex including pregnancy, childbirth, or related conditions, gender identity, and sexual orientation), and the U.S. Department of Labor (DOL), Office of Federal Contract Compliance Programs (OFCCP), enforces Part II of Executive Order 11246, 30 FR 12319 (1965), as amended (E.O. 11246) (prohibiting federal government contractors and subcontractors from discriminating against applicants and employees on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, or because they inquire about, discuss, or disclose their compensation or that of others, subject to certain limitations.)

A version of this Memorandum of Understanding (MOU or the “Agreement”) between OFCCP and the EEOC has been in place since 1970 and is a model for interagency coordination for equal employment opportunity (EEO) programs more broadly. *See* Title VII, 42 U.S.C. 2000e-14 (directing the EEOC to develop agreements to maximize efficiency for enforcing equal employment opportunity legislation and orders); Executive Order 11246, Part II, 30 FR 12319 (1965) (E.O. 11246) (references to the EEOC). *See also* 42 U.S.C. 12117(b). To further promote efficiency, effectiveness, and avoid duplication, the EEOC and OFCCP updated and amended this MOU in 1974, 1981, 1999, 2011, and 2020. *See* E.O. 12067, “Providing for Coordination of Federal Equal Employment Opportunity Programs” 43 FR 28967 (June 30, 1978) (creating coordination duties for the EEOC and agencies regarding equal employment opportunity).

This version of the MOU includes detailed provisions for sharing information between the agencies as appropriate and to the extent allowable under law; strengthened confidentiality protections for information shared under the agreement; updated provisions regarding inter-agency coordination and consultation; specific coordination and referral procedures for the handling of dual-filed complaints and charges of discrimination; and information on referring pre-complaint inquiries.

The parties to this MOU agree as follows:

1. *Sharing Information.*

- (a) Upon request, the EEOC and OFCCP shall share information relating to the employment policies and/or practices of employers that supports the enforcement mandate of the requesting agency and/or the agencies’ joint enforcement efforts. Such information shall include, but is not limited to, information related to technology-based selection procedures (including artificial intelligence and other automated systems), annual or periodic employment reports, complaints, charges, investigative files, compliance evaluation reports, and case files.

- (b) Upon request, OFCCP or the EEOC shall make available to the Appropriate Requesting Official of the EEOC or OFCCP or their designee, for inspection and copying and/or loan, any documents in its possession pertaining to the effective enforcement or administration of any laws or requirements for which OFCCP, the EEOC, or both have jurisdiction, including, but not limited to:
- (i) Title VII of the Civil Rights Act of 1964 (Title VII);
 - (ii) E.O. 11246;
 - (iii) the Equal Pay Act of 1963 (EPA);
 - (iv) the Genetic Information Nondiscrimination Act of 2008 (GINA);
 - (v) the Americans with Disabilities Act (ADA) (in accordance with 29 C.F.R. part 1641);
 - (vi) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. § 4212(VEVRAA);
 - (vii) Section 503 of the Rehabilitation Act of 1973 (in accordance with 41 C.F.R. part 60-742);
 - (viii) The Pregnant Workers Fairness Act of 2022 (PWFA); and
 - (ix) E.O. 12067 (Providing for Coordination of Federal Equal Employment Opportunity Programs).

All documents will be made available within 10 business days or as soon as practicable after the request. Disclosure of such material by the EEOC or OFCCP shall be made only in accordance with this Agreement. All transfers of information under this and other paragraphs of this MOU shall be made only where not otherwise prohibited by law and in accordance with paragraph 4 of this Agreement.

Technical staff will immediately notify their designated counterparts when a security incident(s) related to information shared pursuant to this MOU is suspected or verifiably detected, so the other party may take steps to determine whether its system has been compromised and to take appropriate security precautions. Technical staff will provide reasonable support to their counterparts in support of analysis and/or investigation into any such security incidents.

- (c) The information sharing described in 1(a) and 1(b) excludes sharing the substance and related documents of claims raised by federal employees or applicants in the EEOC-administered federal sector administrative process.

2. *Appropriate Requesting Officials.*

"Appropriate Requesting Official(s)" are, for the purpose of this Agreement, the following:

- (a) For the EEOC –
 - (1) The Chair or their designee;
 - (2) A Commissioner;¹
 - (3) The General Counsel or their designee;
 - (4) The Deputy General Counsel or their designee;
 - (5) The Director of the Office of Field Programs or their designee;
 - (6) The Director of Field Management Programs or their designee; and
 - (7) Any EEOC District Director, the Director of the Washington Field Office, any EEOC Regional Attorney, or anyone acting in those capacities.

- (b) For DOL/OFCCP –
 - (1) The Director or Deputy Director, OFCCP, or their designee;
 - (2) The Secretary or Deputy Secretary of Labor or their designee;
 - (3) The Solicitor or Deputy Solicitor of Labor or their designee; and
 - (4) Any Regional Solicitor of Labor.

3. *Responses to Requests for Information.* If an Appropriate Requesting Official has designated an official in a field office pursuant to Paragraph 2, requests directed to a headquarters office of one agency from a field office of the other shall first be forwarded through the headquarters of the requesting agency. Responses to all requests for information shall be made to the Appropriate Requesting Official making such request, or their designee. All requesters will handle records in a manner consistent with this Agreement, internal agency records management requirements, and applicable law.²

4. *Confidentiality and Disclosure of Information.*

- (a) Sections 706(b) and 709(e) of Title VII prohibit the EEOC from disclosing to the public any information obtained by the Commission pursuant to its authority under the statute, such as EEO report data and any information related to a charge (including the fact that a charge has (or has not) been filed against an employer). The ADA, GINA, and the PWFA incorporate these provisions. When the EEOC provides to OFCCP information subject to the confidentiality requirements of sections 706(b) and 709(e), the ADA, GINA, or the PWFA, OFCCP shall observe those requirements as would the EEOC. When OFCCP receives the same information from a source independent of the EEOC, the preceding sentence does not preclude disclosure of the information received from

¹ A Commissioner shall make their request to the Director or Deputy Director of OFCCP.

² “Records” constitute all recorded information as provided at 44 U.S.C. 3301(a) (Federal Records Act).

the independent source, subject to OFCCP observing any confidentiality requirements imposed on such information by the Trade Secrets Act, the Privacy Act, exemptions from Freedom of Information Act disclosure, or other laws.

- (b) When OFCCP obtains information from the receipt, investigation, or processing of the Title VII component of a dual-filed charge between the EEOC and OFCCP, or when OFCCP creates documents that exclusively concern the Title VII component of a dual-filed charge, OFCCP will observe any confidentiality requirements imposed on such information by the Trade Secrets Act, the Privacy Act, sections 706(b) and 709(e) of the Civil Rights Act of 1964, the Freedom of Information Act, or other laws.
- (c) Information obtained pursuant to this MOU or any process established to implement the MOU, is confidential and intended only for use and access by the receiving agency for the limited purpose of carrying out activities pursuant to the MOU, or as required by applicable laws and regulations. The EEOC and OFCCP will take all reasonable and necessary precautions to ensure that all information obtained pursuant to this MOU is protected and used in compliance with applicable privacy laws, regulations, and policies. Except as set forth in this MOU, such information may not be used or disclosed by the receiving agency for other federal governmental purposes outside of the MOU or any process established to implement the MOU, to other authorities, or to any third parties unless the receiving agency confers with the supplying agency, and the supplying agency expressly approves such use or disclosure in writing, signed by the EEOC's Office of Legal Counsel or DOL's Office of the Solicitor.³ The supplying agency's written authorization shall state that there is no basis for withholding it from the other governmental authority or third party, including but not limited to, the confidentiality requirements of the Privacy Act, the Trade Secrets Act, Sections 706(b) and 709(e) of Title VII, Section 107(a) of the ADA, Section 207(a) of GINA, and 104(a) of the PWFA. Confidential information may be disclosed by a receiving agency to parties external to this agreement pursuant to a federal court order or a formal request from a federal oversight entity. When responding to a federal court order or a federal oversight entity request, a receiving agency shall notify and confer with the supplying agency prior to duplicating or disclosing information.
- (d) If a party to this MOU receives a Freedom of Information Act (FOIA) request (for example, requests from charging parties, respondents, and their attorneys) for records that were originally compiled or collected by the other agency, it will refer those records to the supplying agency for a review and direct response to

³ The term "supplying agency" refers to the agency that originally owned the records and supplied them to the other agency pursuant to this MOU.

the requester under the FOIA.⁴ See 29 C.F.R. § 1610.7(e)(2); 29 C.F.R. § 70.20(d); Department of Justice, Office of Information Policy, *Referrals, Consultations, and Coordination: Procedures for Processing Records When Another Agency or Entity Has an Interest in Them*, available at <https://www.justice.gov/oip/blog/referrals-consultations-and-coordination-procedures-processing-records-when-another-agency>.

- (e) Should either agency receive a discovery request or subpoena that would, fairly construed, seek production of confidential or privileged information that it received pursuant to this MOU, the agency receiving such a discovery request or subpoena shall take reasonable measures, including but not limited to asserting the common interest privilege, to preclude or restrict the production of such information for ten (10) business days, and shall promptly notify the supplying agency that such a request or subpoena has been received, so that the agency may file any appropriate objections or motions, or take any other appropriate steps, to preclude or condition the production of such information.
- (f) The agencies will notify one another, for OFCCP through the Director of OFCCP or designee and for the EEOC, through the Director of the Office of Field Programs or designee, the Deputy General Counsel or designee, the Legal Counsel (Advice and External Litigation) or designee, or the Coordination Advocate for the EEOC upon commencement of litigation, a hearing, or other proceeding that may involve the release, through subpoena, introduction of written evidence, or testimony, of information exchanged under this MOU.
- (g) Questions concerning confidentiality under Title VII, the EPA, the ADA, GINA, or the PWFA shall be directed to the EEOC's Office of Legal Counsel, as appropriate.
- (h) Questions concerning confidentiality under E.O. 11246, 38 U.S.C. § 4212 (Section 402 of VEVRAA), or Section 503 of the Rehabilitation Act shall be directed to the Solicitor of Labor or their designee, as appropriate.
- (i) The sharing of information pursuant to this MOU shall not constitute a waiver of any applicable privilege from disclosure of information.
- (j) The EEOC may share data in EEOC files at the request of any state or local agency designated as a 706 agency with whom the EEOC has a current charge resolution contract and a work-sharing agreement containing provisions required by Sections 706 and 709 of Title VII without coordinating with OFCCP. However, the EEOC will only share such data with state and local agencies

⁴ OFCCP obtains EEO-1 reports for federal contractors and subcontractors pursuant to its own legal authority under E.O. 11246 and its implementing regulations. Accordingly, OFCCP may respond to FOIA requests for EEO-1 reports of federal contractors and subcontractors without referring to the EEOC. However, requests for release of EEO-1 data for non-federal contractors must be referred to the EEOC.

provided that any such state or local agency shall not disclose to third parties, including charging parties, respondents, and their attorneys, any of the information in EEOC's charge files that was initially collected or compiled by OFCCP, or any records that reveal strategy, constitute work product, were developed as part of the deliberative process, or are otherwise privileged, without express written approval by the Director of OFCCP.

5. *Coordination & Consultation.*

The EEOC and OFCCP shall work cooperatively to coordinate enforcement activities involving matters of joint jurisdiction and mutual interest. The agencies will engage in consultation at various stages of their respective compliance activities in order to develop potential joint enforcement initiatives, increase efficiency, and minimize duplication. Such coordination efforts shall include:

- (a) *Establishment of ongoing Compliance Coordination Committees (CCC).*
 - (1) Field Committees: OFCCP's Regional Directors and the EEOC's District Directors, the Washington Field Office Director, and Regional Attorneys, or their designee(s), may meet as requested, but not less than once annually, to review enforcement priorities, systemic investigations of mutual interest, compliance review schedules, potential Commissioner Charges and directed investigations, and potential litigation. The Field Committees will work to increase efficiency, and eliminate competition and duplication, and may engage in consultation regarding any topic that enhances the agencies' mutual enforcement interests. In addition to sharing information about investigations of discrimination based on the grounds in E.O. 11246 and/or Title VII, the Field Committees may also share information related to the enforcement of the EPA, GINA, the PWFA, and the ADA and Section 503 of the Rehabilitation Act (in accordance with 29 C.F.R. part 1641 (EEOC) and 41 C.F.R. part 60-742 (OFCCP)).
 - (2) Headquarters Committee: As designated by the EEOC Chair or designee and by the OFCCP Director or Deputy Director or designee, representatives from OFCCP's and the EEOC's Headquarters may meet as requested but not less than once annually to discuss topics of mutual interest to both agencies, including but not limited to:
 - (i) Procedures for appropriate and effective access to and exchanges of electronic records, including, but not limited to, lists of proposed and completed compliance evaluations, systemic and individual investigation files, conciliation agreements, settlements, consent decrees, judgments, and appellate decisions;

- (ii) Enforcement priorities, systemic investigations of mutual interest, potential Commissioner Charges and directed investigations, and potential litigation;
 - (iii) Work to increase efficiency and eliminate competition and duplication in order to enhance the agencies' mutual enforcement interests;
 - (iv) Consistent analytical approaches to identifying and remedying the overlapping categories of employment discrimination within each agency's purview;
 - (v) Joint outreach and education events, and cross-training programs and materials;
 - (vi) Joint policy statements; and
 - (vii) Procedures for coordinated collection, sharing, and analysis of data.
 - (b) Contact, as appropriate, by each agency at the commencement of and during a charge or complaint investigation or compliance evaluation to obtain information in the possession of the other agency concerning the employer being investigated or evaluated, and/or to determine whether to conduct joint or coordinated investigations/compliance evaluations.
 - (c) Providing, upon request, updates to the referring agency regarding the outcome of any complaint/charge referred from one agency to the other involving a federal contractor subject to E.O. 11246.
 - (d) Consulting with the appropriate field office of OFCCP by the applicable EEOC District office, when the EEOC office is contemplating recommending a Commissioner Charge or litigation, and coordinating its activities, in any case involving a known federal contractor subject to E.O. 11246.
 - (e) Consulting with the appropriate Regional Attorney, District Director, or the Washington Field Office Director of the EEOC by the applicable OFCCP Regional Office when OFCCP has issued a Predetermination Notice, in order to learn whether there also is a pending matter against the same federal contractor (as the term is defined in 41 C.F.R. § 60-1.3) by the EEOC and, when there is, coordinating activities.
 - (f) Consulting with the appropriate Regional Attorney, District Director, or the Washington Field Office Director of the EEOC when an OFCCP Regional Office is contemplating recommending the issuance of an administrative complaint and coordinating its activities.
6. *Receipt, Investigation, Processing, and Resolution of Complaints/Charges Dual-Filed with OFCCP.*

- (a) *Dual-Filed Complaints/Charges.* All complaints/charges of employment discrimination filed with OFCCP alleging a Title VII basis shall be considered complaints/charges simultaneously dual-filed with the EEOC under Title VII.⁵ Pursuant to this MOU, OFCCP shall act as the EEOC's agent for the purposes of receiving dual-filed complaints/charges. In determining the timeliness of a dual-filed complaint/charge, the date the matter is received by OFCCP, acting as the EEOC's agent, shall be deemed the date it is received by the EEOC.⁶ Title VII's charge timeliness rules shall apply to the Title VII component of a complaint/charge. When OFCCP receives such a complaint/charge and determines that the employer is not a federal contractor subject to E.O. 11246, or that the complaint/charge is timely under Title VII but not under E.O. 11246, or that the matter complained of is not within the coverage of E.O. 11246, it shall transfer the complaint/charge to the EEOC within 10 days of that determination and notify the parties. Such notification shall explain that OFCCP, as the EEOC's agent, has received the Title VII complaint/charge and that the date OFCCP received it will be deemed the date it was received by the EEOC.
- (b) *Dual-Filed Systemic or Class Allegations.* OFCCP generally will retain, investigate, process, and resolve allegations of discrimination of a systemic or class nature on a Title VII basis in dual-filed complaints/charges. OFCCP will promptly notify the EEOC of OFCCP's receipt of such allegations, by forwarding to the Coordination Advocate a copy of the complaint/charge (and third-party certificate, if any). OFCCP shall make available to the EEOC, upon request, information obtained in processing such allegations, pursuant to paragraphs 1 and 4(b) herein. In appropriate cases, the EEOC may request that OFCCP refer specific allegations to avoid duplication of effort and to ensure effective law enforcement. In these requests, the EEOC will assess the potential for recovery of compensatory damages. OFCCP has discretion in determining whether to refer the matter. However, if the EEOC has already filed or authorized litigation, or a reason for requesting the referral is recovery of compensatory damages for affected individuals, then OFCCP will coordinate with the EEOC to seek a joint settlement. Such requests must be made by and sent to an Appropriate Requesting Official. If OFCCP, the EEOC, and the respondent do

⁵ For information about the procedures for dual-filed charges or complaints under the ADA and Section 503 of the Rehabilitation Act of 1973, see 29 C.F.R. §§ 1641 et seq. and 41 C.F.R. part 60-742. Also, see Section 8 of this MOU.

⁶ A complaint will be considered an EEOC charge, and filed on the date of OFCCP's receipt, if it contains the required criteria for an EEOC charge. An EEOC charge is a signed, written complaint about a job action the party believes was based on race, color, religion, sex (including pregnancy, childbirth, or related medical conditions, gender identity, and sexual orientation), national origin, age (40 or older), disability or genetic information that asks the EEOC, a state or local government agency with similar laws, or OFCCP to take action to remedy the discrimination. See 29 C.F.R. § 1601.9 (stating that a charge must be written, signed, and verified) and 29 C.F.R. § 1601.12 (listing the required contents of a charge and providing for the amendment of charges). A charge must be signed and verified only by the time the employer is required to respond to the charge, not at the time the employee files it with the EEOC. See *Edelman v. Lynchburg College*, 535 U.S. 106, 113 (2002).

not reach a settlement of the Title VII claims, the EEOC may file or authorize litigation.

- (c) *Dual-Filed Individual Allegations.* OFCCP may refer to the EEOC allegations of discrimination of an individual nature on a Title VII basis in dual-filed complaints/charges. In order to avoid duplication of effort and ensure effective law enforcement, OFCCP will inform the EEOC of its intent to retain a particular complaint/charge or category of complaints/charges. Upon receipt of a complaint/charge it intends to retain, OFCCP will notify the EEOC of the complaint/charge by forwarding to the Coordination Advocate a copy (and third-party certificate, if any). OFCCP shall make available to the EEOC, upon request, information obtained in processing such allegations, pursuant to paragraphs 1 and 4(b) herein. In appropriate cases, the EEOC may request that OFCCP refer specific allegations for the potential recovery of compensatory damages. OFCCP will refer such allegations to the EEOC. If OFCCP and the respondent do not reach a settlement of the Title VII claims that have not been referred, the EEOC may file or authorize litigation.
- (d) *Joint or Coordinated Investigations.* In appropriate cases, the agencies will determine whether joint or coordinated investigations would be a more efficient use of agency resources. If the agencies decide to conduct joint or coordinated investigations, and OFCCP finds a violation and the EEOC finds reasonable cause, they shall explore with the charging party and the contractor/respondent whether they are both willing to waive their right to confidentiality in the conciliation of the Title VII component of the charge, investigation, and any possible resolution. If one or both decline to waive confidentiality, OFCCP and the EEOC will attempt to each negotiate separate conciliation agreements with the contractor/respondent, and neither OFCCP's conciliation agreement nor its press release may make any mention of the Title VII component of the dual-filed complaint/charge or the EEOC.
- (e) *Investigating, Processing, and Resolving the Title VII Component of Dual-Filed Complaints/Charges.* When the EEOC is not conducting a joint or coordinated investigation, OFCCP will act as the EEOC's agent for the purposes of investigating, processing, and resolving the Title VII component of dual-filed complaints/charges that it retains under this paragraph. OFCCP shall investigate, process, and resolve such complaints/charges as set forth in this subparagraph, and in a manner consistent with EEOC guidance, Title VII legal precedent, and principles on liability and relief.
 - (1) *Notice of Receipt of Complaint/Charge.* When OFCCP retains a dual-filed complaint/charge for investigation, OFCCP shall notify the contractor/respondent within ten days of receipt that it has received a complaint/charge of employment discrimination under E.O. 11246 and Title VII. This notification shall include a copy of the complaint/charge, if taken

on OFCCP's complaint form, or otherwise state the name of the charging party, respondent, date, place and circumstances of the alleged unlawful employment practice(s).

- (2) *Fair Employment Practice Agency (FEPA) Deferral Period.* Pursuant to work-sharing agreements between the EEOC and state and local agencies designated as fair employment practice agencies, the deferral period for dual-filed Title VII complaints/charges that OFCCP receives will be waived. *See* 29 C.F.R. § 1601.13.
- (3) *No Reasonable Cause Found.* If the OFCCP investigation of a dual-filed complaint/charge results in a finding that there is insufficient evidence that the contractor violated its obligations under Title VII, OFCCP will issue a Title VII dismissal and notice of right-to-sue, close the Title VII component of the complaint/charge and promptly notify the EEOC's Director, Office of Field Programs, of the closure.
- (4) *Reasonable Cause Found.* If the OFCCP investigation of a dual-filed complaint/charge results in a reasonable cause finding under Title VII, OFCCP will issue a reasonable cause finding under Title VII. OFCCP will attempt conciliation to obtain relief, consistent with the EEOC's standards for remedies, for all aggrieved persons covered by the Title VII finding. However, prior to making a reasonable cause finding under Title VII, OFCCP will notify the EEOC and provide the EEOC's Director, Office of Field Programs with at least 10 business days to object but otherwise will proceed with its finding. The EEOC also may request additional investigation from OFCCP as appropriate, in order for the EEOC to determine whether it concurs or does not concur. If the EEOC objects, OFCCP will follow the steps in Section 6(e)(3) above.
 - (i) *Successful Conciliation.* Conciliation agreements will state that the complainant/charging party agrees to waive the right to pursue the subject issues further under Title VII. OFCCP will close the Title VII component of the complaint/charge, and promptly notify the EEOC. However, before executing a conciliation agreement resolving the E.O. 11246 component of the complaint/charge, OFCCP will notify EEOC and obtain its concurrence with the terms of the conciliation agreement that would apply to both Title VII and E.O. 11246. If the EEOC does not concur, OFCCP will follow the steps in Section 6(e)(4)(ii) below. The EEOC will decide whether it concurs with the terms of the conciliation agreement as soon as reasonably practicable.
 - (ii) *Unsuccessful Conciliation.* If conciliation is not successful, OFCCP will consider the E.O. 11246 component of the complaint/charge for further processing under its usual procedures, and it shall transmit the

Title VII charge component to the appropriate EEOC District Director or the Washington Field Office Director for any action the EEOC deems appropriate. The EEOC shall not make public in any manner the E.O. 11246 component of the dual-filed complaint/charge or the OFCCP's investigation.

- (5) *Issuance of Notice of Right-to-Sue Upon Request.* Consistent with 29 C.F.R. § 1601.28(a)(1), once 180 days have passed from the date the complaint/charge was filed, OFCCP shall promptly issue upon request a notice of right-to-sue on the Title VII component of a complaint/charge that it has retained. Issuance of a notice of right-to-sue shall terminate OFCCP processing of the Title VII component of the complaint/charge unless it is determined at that time, or at a later time, that it would effectuate the purposes of Title VII to further process the Title VII component of the complaint/charge.
- (6) *Subsequent Attempts to File a Charge with the EEOC Covering the Same Facts and Issues.* If an individual who has already filed an OFCCP complaint/charge that is dual-filed under Title VII subsequently files a Title VII charge with the EEOC covering the same facts and issues, the EEOC will forward the charge to OFCCP for consolidated processing.

7. *Complaints/Charges Dual-Filed with the EEOC under Title VII and E.O. 11246.* Pursuant to this MOU, if the EEOC receives a Title VII charge against a respondent that is also a federal contractor subject to E.O. 11246, the complaint/charge will be considered dual-filed. The EEOC generally will retain such complaints/charges, but—with OFCCP's consent—may decide to refer particular dual-filed complaints/charges to OFCCP for investigation and resolution.

- (a) When the EEOC does not retain a complaint/charge dual-filed under Title VII and E.O. 11246, it shall transmit the complaint/charge to OFCCP for any action that OFCCP deems appropriate.
 - (b) When the EEOC retains a dual-filed complaint/charge and issues a letter of determination against a federal contractor finding there is reasonable cause to believe an unlawful employment practice under Title VII has occurred or is occurring, the EEOC will notify OFCCP.
- (1) *Successful Conciliation.* A conciliation of a dual-filed complaint/charge by the EEOC will resolve both the Title VII and E.O. 11246 components of the complaint/charge. However, before executing a conciliation agreement resolving the E.O. 11246 component of the complaint/charge, the EEOC will notify OFCCP and obtain its concurrence with the terms of the conciliation agreement that would apply to both Title VII and E.O. 11246. If OFCCP does not concur, the EEOC will follow the steps in Section (b)(2)

below. OFCCP will decide whether it concurs with the terms of the conciliation agreement as soon as reasonably practicable.

- (2) *Unsuccessful Conciliation.* When the EEOC's attempt to conciliate the dual-filed complaint/charge is unsuccessful, it shall retain the Title VII component of the complaint/charge for further processing pursuant to Title VII and transmit the non-Title VII E.O. 11246 component of the complaint/charge to OFCCP for any action OFCCP deems appropriate. OFCCP shall not make public in any manner the Title VII component of the dual-filed complaint/charge or the EEOC's investigation.
8. *Dual-filed Complaints Filed Under the ADA and Section 503.* Both the EEOC and OFCCP will coordinate complaints and charges that are dual-filed under the ADA and Section 503, and the sharing of information therein, as provided in OFCCP's regulations at 41 C.F.R. §§ 60-742.5 and 60-742.6, and EEOC's regulations at 29 CFR Part 1641.
9. *Misfiled Complaints and Pre-complaint Inquiries.*
 - (a) *Misfiled Complaints/Allegations.* When either the EEOC or OFCCP receives a complaint or allegations therein that are not within its purview, but over which it believes the other agency has jurisdiction, it will refer the complaint or relevant allegations to the other agency. For example, if OFCCP receives a complaint alleging a violation of the Age Discrimination in Employment Act (ADEA), it will refer the complaint or the relevant portion of the complaint to the EEOC. Likewise, if the EEOC receives a complaint alleging a violation of the VEVRAA, it will refer the complaint or the relevant portion of the complaint to OFCCP. In determining the timeliness of such complaints, the date the matter was received by the referring agency shall be deemed the date it was received by the receiving agency.
 - (b) *Pre-complaint Inquiries.* When either the EEOC or OFCCP receives a pre-complaint inquiry not within its purview, but over which it believes the other agency has jurisdiction, it will refer the inquiry to the other agency.
10. *Annual Review of Implementation.* The EEOC and OFCCP shall conduct an annual review of the implementation of this Agreement.
11. *Coordination Advocate.* The EEOC and OFCCP seek to ensure consistent compliance and enforcement standards and procedures, and to make the most efficient use of their available resources through coordination. Therefore, within 60 days of the effective date of this MOU, each agency shall appoint a Coordination Advocate who will be available to assist, as necessary, in obtaining a full understanding of, and compliance with, the procedures set forth in this MOU. The Coordination Advocates will be appointed by the Chair of the EEOC and OFCCP Director (in consultation with the Deputy Secretary of DOL), respectively, and each agency can appoint a new Coordination Advocate at its discretion.

12. *Effect of Agreement.*

- (a) This Agreement is an internal Government agreement and is not intended to confer any rights against the United States, its agencies, or its officers upon any private person.
- (b) Nothing in this Agreement shall be interpreted as limiting, superseding or otherwise affecting any party's normal operations or decisions in carrying out its statutory, Executive Order, or regulatory duties. This Agreement does not limit or restrict the parties from participating in similar activities or arrangements with other entities.
- (c) This Agreement does not itself authorize the expenditure or reimbursement of any funds. Nothing in this Agreement obligates the parties to expend appropriations or enter into any contract or other obligations.

13. *Effective Date.* This MOU will take effect once signed by both parties. The parties can modify this MOU only by mutual consent. This MOU may be terminated by either party upon 90 days written notice to the other party. Provisions related to the confidentiality and handling of information exchanged pursuant to this MOU shall survive the termination of this MOU.

14. *Renegotiation of Agreement.* The EEOC and OFCCP shall discuss the status of the MOU at regular intervals not to exceed every five years in order to determine whether the MOU should be renegotiated.

15. *Signatures.*

For the Office of Federal Contract Compliance Programs
MICHELE HODGE
Acting Director
Office of Federal Contract Compliance Programs
U.S. Department of Labor



Signature

December 17, 2024

Date signed

For the U.S. Equal Employment Opportunity Commission
CHARLOTTE A. BURROWS
Chair
U.S. Equal Employment Opportunity Commission



Signature

12/11/2024

Date signed