

**MEMORANDUM OF UNDERSTANDING RELATING TO NAIJ REPRESENTATIVES' USE OF WRITTEN AND VERBAL DISCLAIMERS WHEN SPEAKING OR WRITING ON BEHALF OF NAIJ**

Through this Memorandum of Understanding (MOU), the Management of the Office of the Chief Immigration Judge (hereinafter Management) and the National Association of Immigration Judges (NAIJ) (collectively, the Parties) agree that NAIJ representatives will provide appropriate disclaimers when engaged in speaking and writing activities on behalf of NAIJ to media organizations. For purposes of this MOU, "media organizations" is defined as print journalism, television broadcasts, and radio programs, both in traditional and online formats. It also refers to less formal sources, to include blogs and self-published items, but does not include anything published on the NAIJ website.

The terms of this MOU apply when any NAIJ representative speaks and/or writes to media outlets in his/her capacity as a representative of the NAIJ. It also applies when an NAIJ representative speaks in his/her capacity as a representative of NAIJ in a forum where media organizations may be present. It does not apply when an NAIJ representative speaks and/or writes in his/her capacity as an Immigration Judge. The MOU applies prospectively.

Subject to this preamble, the Parties agree as follows:

- 1) The ethics regulations at 5 C.F.R. § 2635.101 *et seq.* apply to federal executive branch employees. The Executive Office for Immigration Review ("EOIR") has issued policy guidance for Immigration Judges ("Ethics and Professionalism Guide for Immigration Judges") and a Memorandum to All EOIR Employees ("Guidance Regarding Teaching, Speaking and Writing by EOIR Employees") dated October 18, 2010. As applied, these authorities generally require Immigration Judges to seek supervisory and ethics approval before engaging in speaking and writing activities.
- 2) Management acknowledges that when speaking or writing in their capacity as NAIJ representatives, NAIJ representatives are not required to seek supervisory and/or ethics approval.
- 3) To avoid the appearance that NAIJ representatives are speaking or writing on behalf of the Department of Justice, EOIR, or Management, NAIJ representatives agree to provide specific written or verbal disclaimers.
- 4) NAIJ agrees that its representatives who engage in speaking and/or writing in the presence of media organizations will affirmatively make the media organization(s) aware of the NAIJ representative's responsibility to provide these disclaimers.
- 5) NAIJ representatives agree to make the following verbal disclaimer at the beginning portion of his or her statement when speaking for a live, televised, radio, or other recorded program: "I am speaking as [relevant position with NAIJ] of the National

Association of Immigration Judges and not as an official of the United States Department of Justice.”

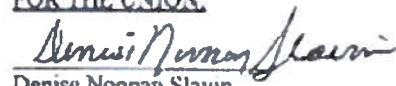
- 6) When speaking with print media for interviews, or when writing an article on behalf of NAIJ, NAIJ representatives agree to make the following written disclaimer and ask that the media organization(s) provide it in print for written statements, including but not limited to written opinion pieces or articles: “The author is the [relevant position with NAIJ] of the National Association of Immigration Judges. The views expressed here do not necessarily represent the official position of the United States Department of Justice, the Attorney General, or the Executive Office for Immigration Review. The views represent the author’s personal opinions, which were formed after extensive consultation with the membership of NAIJ.”
- 7) Whenever an NAIJ representative has given a verbal disclaimer and is made aware that the recorded program may be posted online or transcribed, the NAIJ representative will provide the written disclaimer in paragraph 6 above to be included with the transcript or posting.
- 8) Management agrees that it will not take disciplinary action against an NAIJ representative who can document and affirm that she or he provided these necessary and relevant disclaimers but the media organization edited or otherwise failed to include them beyond the NAIJ representative’s control, or where the NAIJ member can document and affirm good faith compliance with the MOU. Documentation must include any written correspondence between the NAIJ representative and the media organization and a statement from the representative regarding the provision of the relevant disclaimer.
- 9) The provisions of this MOU do not supersede the personnel or disciplinary rules, or management policies, of the Executive Office for Immigration Review, the Department of Justice, and/or the United States Government. Similarly, this MOU does not affect the applicability or scope of the provisions of the Standards of Ethical Conduct for Executive Branch Employees, or the rules or code(s) of professional responsibility applicable to an Immigration Judge.

IN WITNESS WHEREOF the parties have executed this agreement on the 7<sup>th</sup> day of April, 2015.

FOR MANAGEMENT:

  
Marybeth Keller  
Assistant Chief Immigration Judge

FOR THE UNION:

  
Denise Noonan Slavin  
Executive Vice President

  
Dana Leigh Marks  
President

TOTAL F.000