

**MEMORANDUM OF AGREEMENT BETWEEN
U.S. CUSTOMS AND BORDER PROTECTION (CBP)
AND
U.S. CITIZENSHIP & IMMIGRATION SERVICES (USCIS)**

1. **PARTIES.** The parties to this Agreement are U.S. Customs and Border Protection (CBP) and U.S. Citizenship & Immigration Services (USCIS).
2. **AUTHORITY.** This Agreement is entered into by USCIS and CBP pursuant to Part IV of Department of Homeland Security Delegation 0150.1 (June 5, 2003), as set forth in Department of Homeland Security Delegation 2019-001, "Delegation to the Commissioner of U.S. Customs and Border Protection Regarding Credible Fear Determinations."
3. **PURPOSE.** The purpose of this Memorandum of Agreement (MOA) is to set forth terms under which USCIS and CBP can foster collaboration through a Task Force (TF) assignment for the purposes of training and hearing credible fear (CF) claims and making determinations through the interview process. This pilot program is named "Credible Fear for USBP."

Under this agreement, USCIS will benefit by being able to adjudicate the backlog of asylum cases. Overall, this partnership will increase efficiency and effectiveness for DHS.

4. **RESPONSIBILITIES.** The following section details both USCIS and CBP responsibilities for the duration of this MOA.
 - A. USCIS shall:
 - i. Assign contacts at Asylum Headquarters, including other designees, to coordinate Credible Fear for USBP.
 - ii. Pay to CBP the actual costs of Border Patrol Agents (BPAs) and Supervisory Border Patrol Agents (SBPAs) performing credible fear interviews and work related to those interviews.
 - iii. Provide BPAs and SBPAs with work assignments, laptop computers, and other reasonable equipment to complete assigned tasks.
 - iv. Assign, in coordination with CBP, the weekly schedules of the designated BPAs and SBPAs for their pilot program responsibilities. USCIS will coordinate the BPA and SBPA schedules for required CBP trainings and qualifications as necessary.
 - v. Coordinate any physical or electronic access requirements and appropriate information technology support.
 - vi. Upon request, provide feedback to CBP regarding the BPAs' and

- SBPAs' performance within 30 days before the end of the pilot program. USCIS may request that CBP reassign BPAs and SBPAs who are not performing at an acceptable level of competence.
- vii. Fund all related travel for DHS/CBP pilot program responsibilities.
 - viii. Consult with CBP with respect to any assignment of FEPA overtime, i.e., regularly scheduled overtime in advance of the workweek, as necessary and in accordance with regulatory requirements for the period of time BPAs and SBPAs are performing work for USCIS. It is possible, but not expected, that BPAs and SBPAs will work more than their current BPAPRA schedule. USCIS shall fund all approved FEPA overtime for time spent performing credible fear interviews and work related to those interviews. No USCIS funds will be spent to fund any activities not directly related to credible fear interviews.
 - ix. Schedule BPAs for tours of duty consistent with their elected BPAPRA Levels and rates of pay, and comply with all provisions of BPAPRA regarding regularly-scheduled overtime and substitution of hours for absences during obligated overtime hours.
 - x. Consult with CBP with respect to any BPAPRA compensatory time being accrued by individual agents in performance of their TF duties, i.e., irregular overtime at the end of the BPA's or SBPA's shift. It is possible, but not expected, that BPAs and SBPAs will work more than their current BPAPRA schedule.

B. CBP shall:

- i. Identify up to 50 additional BPAs and SBPAs (60 total) to participate in CF for USBP training.
- ii. Process time and attendance records for personnel designated to participate in the TF assignment under this MOA.
- iii. Return the BPAs and SBPAs to their permanent CBP positions of record upon expiration of the TF assignment.
- iv. Ensure that BPAs and SBPAs are not exercising their law enforcement officer duties while on the TF assignment.
- v. CBP will activate the USCIS laptop on the CBP system.
- vi. Upon notice from USCIS, reassign BPAs or SBPAs who are not performing credible fear interviews at an acceptable level of competence.

C. Designated SBPAs and BPAs during this TF assignment shall:

- i. Receive CF for USBP training, conducted by USCIS, to satisfy the statutory definition of "asylum officer";
- ii. Use USCIS-contracted telephonic services for conducting interviews, and maintain records of use of telephonic interpreters;

- iii. Conduct non-adversarial CF interviews, eliciting all relevant and useful information related to the applicant's claimed fear of return to his/her home country;
- iv. Take notes that accurately reflect the applicant's testimony;
- v. Prepare a summary of the material facts stated by the applicant and review that summary with the applicant, providing the applicant with the opportunity to correct any errors;
- vi. Detect and report possible victims of trafficking;
- vii. Be prepared to work their BPAPRA schedules and any necessary additional hours, including the possibility of overtime on regular days off in various locations, as needed;
- viii. Document each CF determination in conformance with the applicable statutes, regulations, policies and USCIS procedures;
- ix. Update the USCIS case management system with appropriate findings;
- x. Coordinate with the designated USCIS Supervisory Asylum Officers (SAOs) on assignments for review and completion of all Asylum Officer (AO)-related CF work;
- xi. Handle time-sensitive tasks;
- xii. Maintain applicant confidentiality;
- xiii. Conduct all relevant security checks;
- xiv. Wear business attire (non-uniform) when conducting in-person CF interviews, depending upon the office;
- xv. Attend meetings and trainings as required by the USCIS field office;
- xvi. Prepare required documents to ensure legally sufficient determinations;
- xvii. Maintain USCIS equipment according to USCIS protocols;
- xviii. Take necessary steps to return USCIS equipment to USCIS when the equipment is no longer needed for completion of CF cases;
- xix. Maintain non-adversarial liaison with nongovernmental organizations and/or private sector stakeholders; and
- xx. Perform other duties as assigned by USCIS/Asylum Division, with the prior written approval of CBP.

5. POINTS OF CONTACT.

A. CBP/United States Border Patrol

██████████
Acting Associate Chief
U.S. Border Patrol HQ
Operational Requirements Management Division
██
Washington, DC 20229

Phone: [REDACTED]
[REDACTED]@cbp.dhs.gov

B. USCIS

[REDACTED]
Chief
Asylum Division
US Citizenship and Immigration Services
[REDACTED]
Washington, DC 20529
Phone: [REDACTED]
[REDACTED]@uscis.dhs.gov

6. **OTHER PROVISIONS.** Nothing in this Agreement is intended to conflict with current law or regulation or the directives of the DHS. 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. This agreement is based on the availability of funds.
7. **EFFECTIVE DATE.** This agreement is effective upon signature by both Parties. The terms of this agreement shall apply to all cooperative activities between CBP and USCIS to facilitate the processing of credible fear claims under this MOA and any prior assignments of CBP personnel for these purposes shall be considered to be covered under the terms of this MOA, including but not limited to, any credible fear determinations made by a CBP officer prior to the date of the agreement.
8. **DURATION.** This MOA will remain in effect until the end of the pilot program or until terminated by the Parties. This agreement must be renewed through a signed extension after 180 days from the effective date. This agreement can be extended indefinitely in 180 day increments, or less thereafter.
9. **FUNDING.** This MOA does not obligate funds or create a financial obligation between the Parties. No provision of this MOA shall be interpreted to require the obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other applicable law. All activities contemplated by this MOA are subject to availability of funds and other necessary resources to the Parties. An Interagency Agreement will be established between USCIS and CBP to obligate funds related to this MOA.
10. **MODIFICATION.** This agreement may be modified upon the written consent of both parties. This agreement may be reviewed at the request of either party to determine if any changes or amendments will be made or incorporated. Such changes

or amendments shall be signed by the original signatories of the agreement, their representatives, or their successors.

11. **TERMINATION.** Either party wishing to terminate this agreement may do so upon 30 days written notice.

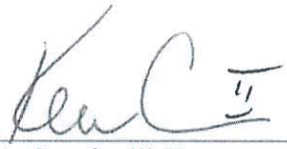
12. **APPROVALS.**



Mark A. Morgan
Acting Commissioner
U.S. Customs and Border Protection
Department of Homeland Security

7/10/19

Date



Ken Cuccinelli II
Acting Director,
U.S. Citizenship & Immigration
Services
Department of Homeland Security

7/3/2019

Date