

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Agreement”) is made and entered into by and between the Board of Regents of the University System of Georgia, on behalf of the Georgia Institute of Technology’s unit, the Georgia Tech Research Institute (“GTRI” or “Respondent”) and the United States Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section (“IER”) (collectively, “the Parties”).

I. BACKGROUND

WHEREAS, GTRI is a non-profit, applied research organization of the Georgia Institute of Technology (“Georgia Tech”);

WHEREAS, IER notified Georgia Tech by letter dated August 25, 2020, that it had initiated an investigation of the university under 8 U.S.C. § 1324b(d)(1), identified as DJ No. 197-19-295 (the “Investigation”), to determine whether GTRI engaged in discrimination based on citizenship status, in violation of 8 U.S.C. § 1324b(a)(1)(B);

WHEREAS, IER concluded, based upon the Investigation, that there is a reasonable cause to believe that GTRI engaged in hiring discrimination by imposing unlawful citizenship status restrictions in seven job advertisements it posted to a college career services web-based platform, thereby excluding lawful permanent residents, U.S. nationals, refugees, and asylees from consideration for job opportunities, in violation of 8 U.S.C. § 1324b(a)(1)(B);

WHEREAS, there has been no admission of wrongdoing or liability by Respondent, and it is understood that wrongdoing, intent to discriminate and liability, including allegations in the IER Charge, are strictly denied by Respondent, and Respondent also notes that it fully cooperated throughout the Investigation, including implementing voluntary changes to remove the screening function based on work authorization criteria from the career services web-based platform prior to the conclusion of the Investigation;

WHEREAS, the Parties wish to resolve IER’s reasonable cause finding without further delay or expense and hereby acknowledge that they are voluntarily entering into this Agreement;

NOW, in consideration of the mutual promises contained below, and to fully and finally resolve the Investigation as of the date of the latest signature below, the Parties agree as follows:

II. TERMS OF SETTLEMENT

1. This Agreement becomes effective as of the date of the latest signature below, which date is referenced hereafter as the “Effective Date.” The Agreement will terminate two years after the Effective Date.
2. Respondent shall pay a civil penalty to the United States Treasury in the amount of \$31,255 within 10 business days of the Effective Date. The monies discussed in this paragraph shall be paid in one payment via the FedWire electronic fund transfer system.

3. Respondent shall provide IER with the name, title, email address, and telephone number of the individual responsible for effectuating payment of the civil penalty no later than three (3) business days after the Effective Date. On the day of payment, Respondent shall send confirmation of the payment to Laura Varela-Addeo at Laura.Varela-Addeo@usdoj.gov and Katelyn Davis at Katelyn.Davis@usdoj.gov. The email confirming payment shall have Respondent's name in the subject line.
4. The provisions of Paragraph 2 notwithstanding, IER shall not seek from Respondent any additional civil penalty for any alleged pattern or practice of citizenship status discrimination in violation of 8 U.S.C. § 1324b, that is the subject of the Investigation regarding GTRI through the Effective Date.
5. GTRI, directly or through a third-party entity or an electronic platform, shall not:
 - a. Discriminate on the basis of citizenship status, immigration status, or national origin in violation of 8 U.S.C. § 1324b, including not discriminating in recruiting, referring job applicants, hiring, or firing on the basis of citizenship status, immigration status, or national origin except as required to comply with a law, regulation, executive order, government contract, or Attorney General directive;
 - b. Reference any specific citizenship status, immigration status, or visa category in the job advertisements it publishes or permits to be published by a third party on its behalf, including in the job title, visible tags or job category fields, body of the job advertisements, or applicant filters, unless a restriction on workers who would perform the specific advertised position is required to comply with a law, regulation, executive order, government contract, or Attorney General directive; or
 - c. Intimidate, threaten, coerce, or retaliate against any person for their participation in the Investigation or the exercise of any right or privilege secured by 8 U.S.C. § 1324b.
6. GTRI shall ensure that its job postings, including advertisements for career fairs, do not exclude from consideration or discourage applications from individuals who are authorized to work in the United States in violation of 8 U.S.C. § 1324b based on their citizenship or immigration status, unless the citizenship status restriction falls within an exception under 8 U.S.C. § 1324b(a)(2)(C) applies.
7. Within 120 days of the Effective Date, IER will provide training to GTRI's hiring managers and recruiters ("Recruiting Personnel") on their obligations to comply with 8 U.S.C. § 1324b, and the limitations of the exceptions to otherwise impermissible hiring based on citizenship or immigration status. In addition:
 - a. The training will be a live training presentation conducted virtually for Respondent's Recruiting Personnel by IER on a mutually agreed-upon date;

- b. The Recruiting Personnel will be paid their normal rate of pay, and the training will occur during their normally scheduled workdays and work hours. Respondent or its agent shall be responsible for all payroll costs and employee wages associated with these training sessions;
 - c. Respondent shall record the live training presentation IER provides on the mutually agreed-upon date(s);
 - d. For the duration of the agreement, Respondent shall present the recorded version of IER's webinar to all new Recruiting Personnel who Respondent hires or promotes after the initial training(s) described above, within 60 days of hire or promotion; and
 - e. Respondent shall compile attendance records listing the individuals who attend the training(s) described in this paragraph, including their full name, job title, signature, and the date(s) of the training, and shall send the records via email to Stacey Young at Stacey.Young2@usdoj.gov, Laura Varela-Addeo at Laura.Varela-Addeo@usdoj.gov and Katelyn Davis at Katelyn.Davis@usdoj.gov within 10 business days of each training session. The emails transmitting attendance records shall have Respondent's name in the subject line.
8. Within 90 days of the Effective Date, Georgia Tech shall review applicable employment policies and revise them to prohibit discrimination in the recruitment, hiring, and termination processes on the basis of citizenship status or national origin, except where the discrimination is required by a law, regulation, executive order, government contract, or Attorney General determination.
9. This Agreement does not affect the right of any individual to file a charge alleging an unfair immigration-related employment practice against Respondent with IER.
10. This Agreement does not affect IER's authority to investigate Respondent, or file a complaint, on behalf of any such individual, or IER's authority to conduct an independent investigation of Respondent's employment practices occurring after the Effective Date or outside the scope of the Investigation.


III. ADDITIONAL TERMS OF SETTLEMENT

11. This Agreement is governed by the laws of the United States. This Agreement shall be deemed to have been drafted by both Parties and shall not be construed against any one party in the event of a subsequent dispute concerning the terms of the Agreement. The Parties agree that the paragraphs set forth in Part II of this Agreement (entitled "Terms of Settlement") are material terms.
12. The United States District Court for the Northern District of Georgia shall be the preferred venue for enforcement of any claims over which that court has subject matter jurisdiction. Otherwise, a party must bring any claim or counterclaim to enforce this

Agreement in a court of competent jurisdiction.

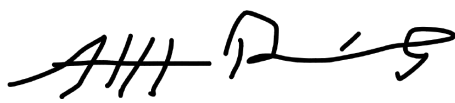
13. The Parties agree that, as of the Effective Date of this Agreement, litigation concerning the violations of 8 U.S.C. § 1324b that IER believes Respondent committed is not reasonably foreseeable. If either party previously implemented a litigation hold to preserve documents, electronically stored information, or things related to this matter, the party is no longer required to maintain such a litigation hold. Nothing in this paragraph relieves either party of any other obligations imposed by this Agreement.
14. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected and the term or provision shall be deemed not to be a part of this Agreement. The Parties agree that they will not, individually or in combination with another, seek to have any court declare or determine that any provision of this Agreement is invalid.
15. The Parties agree to bear their own costs, attorneys' fees, and other expenses incurred in this action.
16. This Agreement sets forth the entire agreement between the Parties and fully supersedes any and all prior agreements or understandings between the Parties pertaining to the subject matter herein. This Agreement may be modified, or the duration extended, only by written agreement of the parties.
17. This Agreement may be executed in multiple counterparts, each of which together shall be considered an original, but all of which shall constitute one agreement. The Parties agree to be bound by electronically transmitted signatures.

Georgia Institute of Technology

By:  _____
3189B3D288C443C...
Mike Shannon
Interim Executive Vice President for Administration
And Finance
Interim Chief Business Officer

Dated: 5/2/2023 | 1:34 PM EDT

Immigrant and Employee Rights Section

By:  _____
Alberto Ruisanchez
Deputy Special Counsel

Dated: 5-23-2023

Jodi Danis
Special Litigation Counsel

Laura E. Varela-Addeo
Stacey Young
Trial Attorneys

Katelyn Davis
Equal Opportunity Specialist