

*ICE Mutual Agreement between Government and Employers*

# IMAGE



U.S. Immigration and  
Customs Enforcement

## *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 [Company Name] (the parties), seek to: promote principles of ethical business conduct and prevent the knowing hiring of unauthorized workers through self-governance. The parties further agree to work jointly in this program to prevent and isolate misconduct or criminal actions at the workplace relating to unauthorized aliens gaining employment in industry nationwide.

### **II. Responsibilities and Substantive Contributions**

In a cooperative and collaborative relationship, ICE and [Company Name] will freely and in good-faith consult, mutually plan and implement the above-described program. A. ICE will:

- i. Publicly recognize [Company Name] for participating in the IMAGE program;
- ii. Not subject [Company Name] to a subsequent Form I-9 inspection for a period of two years, from the date of Form I-9 inspection completed as part of the IMAGE certification process, absence the existence of specific intelligence of unlawful employment;
- iii. Mitigate/Waive fines if substantive violations are discovered on fewer than 50% of the Forms I-9. In instances where more than 50% of the Forms I-9 contain substantive violations, ICE will issue fines at the statutory minimum of \$110 per violation; and
- iv. Grant the participating employer ample time to resolve discrepancies discovered during the Form I-9 inspection regarding employees' documentation of identity and work eligibility.

B. [Company Name] agrees to:

- i. Enroll in the E-Verify program within 60 days of the execution of this agreement;
- ii. Submit to an ICE Form I-9 inspection;
- iii. Within 120 days of the execution of this agreement establish (or provide evidence of an existing) a written hiring and employment eligibility verification policy that includes internal Form I-9 audits at least once per year.

### **III. Promotional, Publicity, Endorsements and Commercial Activity**

ICE and [Company Name] agree to discuss and obtain the approval of the other party before using names, logos or other identifying descriptions of the parties or the IMAGE program in any public relations statement that announces, publishes or promotes any aspect relating to participation in the IMAGE program. Neither party will publicize nor 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.

Participation in the IMAGE program does not constitute an endorsement of any product or service provided by [company name]. [Company name] will not use or promote its participation in the IMAGE program in a manner that could appear to a reasonable person to constitute such an endorsement.

### **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**

Beyond the specific terms outlined in this agreement, it is understood that ICE does not provide [Company 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 [Company Name] prior to bringing any enforcement actions with respect to isolated and minor violations of the law by [Company Name]. Participation does not protect [Company Name] from criminal/civil enforcement actions should information be developed and verified that it is knowingly engaged in illegal practices.

### **VI. Anti-Discrimination Notice**

[Company 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. [Company Name] will not impose additional hurdles upon individuals who identify themselves as non-citizens or who may appear foreign. [Company Name] will scrutinize the documentation of all new hires, including U.S. citizens.

[Company 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. Terms of Agreement**

This agreement shall be effective for two years from the date when the appointed representatives of both parties sign the agreement. Extensions may be granted for additional two year periods with mutual consent from both parties. Failure to meet IMAGE commitments by [Company Name] will result in suspension from IMAGE program. Participation may resume upon [Company Name] correcting identified deficiencies in compliance.

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

**Termination.** 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 [Company Name] and does not create or confer any right or benefit on any other person or party, private or public.

However, 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 [Company Name] agree to negotiate in good faith to resolve such issues.

**X. Signatures**

\_\_\_\_\_  
*ICE Signature*

\_\_\_\_\_  
Name

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
Title

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Company Signature*

\_\_\_\_\_  
Name

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
Title

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*