

**AGREEMENT BETWEEN THE UNITED STATES OF AMERICA  
AND THE RECTOR AND VISITORS OF THE UNIVERSITY OF VIRGINIA**

**I. DEFINITIONS**

The terms used in this Agreement shall have the following meaning:

- a. "Assistant Attorney General" means the Assistant Attorney General for the Office of Civil Rights within the United States Department of Justice.
- b. "Civil Rights Law[s]" means Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, *et seq.*, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, *et seq.*, Section 1557 of the Patient Protection and Affordable Care Act, 42 U.S.C. § 18116, and the Equal Protection Clause of the Fourteenth Amendment of the Constitution of the United States.
- c. "EEOC" means the United States Equal Employment Opportunity Commission.
- d. "Investigations" means those inquiries opened by the United States Department of Justice on April 11, April 18, April 28, May 2, May 22, June 16, and June 17, 2025.
- e. "Parties" means UVA and the United States of America.
- f. "United States" means the United States of America.
- g. "UVA" or "University" means The University of Virginia, the legal name of which is The Rector and Visitors of the University of Virginia, as described in Virginia Code § 23.1-2200.

**II. TERMS OF AGREEMENT**

1. This Agreement represents the entire agreement between the United States and UVA with respect to the subject matter hereof.
2. This Agreement is not an admission in whole or in part by either party. UVA expressly denies liability with respect to the subject matter of the Investigations.
3. This Agreement shall become effective upon execution by all the Parties (the "Effective Date").
4. The duration of this Agreement will from the Effective Date until December 31, 2028.
5. On June 26, 2025, the Assistant Attorney General suspended the Investigations pending settlement negotiations between the Parties. The Assistant Attorney General subsequently closed the Investigations dated May 2 and June 17, 2025.
6. Both Parties affirm the importance of and their support for academic freedom. The United States does not aim to dictate the content of academic speech or curricula, and no provision of this Agreement, individually or taken together, shall be construed as giving the United States authority to dictate the content of academic speech or curricula. UVA acknowledges its obligation, as a public institution subject to the First Amendment of the United States Constitution and supported by federal funds for educational and scholarly purposes, to maintain admissions, employment, discipline, and speech policies and

practices that prevent the suppression of speech and discrimination based on political viewpoint.

7. Both Parties affirm the importance of and their support for civil rights. UVA affirms its commitment to complying with federal civil rights law and agrees to apply Civil Rights Law internally according to the Department of Justice's "Guidance for Recipients of Federal Funding Regarding Unlawful Discrimination" of July 29, 2025, so long as that Guidance remains in force and to the extent consistent with relevant judicial decisions.
8. The United States acknowledges the efforts UVA has made prior to the date of this Agreement to provide information to the Assistant Attorney General and bring itself into compliance with the Civil Rights Laws. The United States therefore agrees that during the pendency of this Agreement, it shall hold in abeyance the Investigations prior to the Effective Date, and shall treat UVA as eligible for grants, funding, contracts, and awards on the same basis as other universities, and no less favorable than those available to any other university.
9. UVA agrees that during the pendency of this Agreement, its president will report to the Assistant Attorney General each quarter on UVA's progress toward full compliance with the Civil Rights Laws as outlined in the guidance above.
10. UVA's president shall certify under penalty of perjury each quarterly report as to the report's accuracy and UVA's full compliance with all the provisions in this Agreement. Such certification will state:

I, \_\_\_\_\_, [Interim President or President] of the University of Virginia, hereby certify, to the best of my knowledge, and after reasonable review and investigation, that the accompanying quarterly report is accurate, and that the University of Virginia has maintained and implemented policies and procedures as well as training programs to ensure material compliance with the Agreement between the United States and the Rector and Visitors of the University of Virginia dated [Effective Date].

The United States may make such inquiries as it deems necessary to verify the accuracy of such certification. If the United States concludes that the certifications are accurate, at the end of this Agreement, it will close the remaining Investigations and shall pursue no enforcement actions, grant or funding terminations, or monetary fines for alleged violations of Civil Rights Laws that took place prior to the pendency of this Agreement, and shall treat UVA as eligible for further grants, contracts, and awards in the ordinary course, without disfavored treatment based on events that took place prior to the date of the last such certification.

11. If at any time after the Effective Date, the United States in its sole discretion determines that UVA is making insufficient progress toward compliance with the Civil Rights Laws, it will so notify UVA and provide UVA with a period of 15 days to make appropriate progress. If the United States determines in its sole discretion after that time that UVA has not made adequate progress, the United States may terminate this Agreement and may pursue enforcement actions, monetary fines, or grant or funding terminations as appropriate, and may resume all Investigations held in abeyance during the pendency of this Agreement.

12. Nothing in this Agreement affects in any way the Equal Employment Opportunity Commission ("EEOC")'s right to bring, process, investigate, litigate, or otherwise seek relief in any charge filed by individual charging parties or third parties that may be filed against UVA after the Effective Date of this Agreement, in accordance with standard EEOC procedures, including individual or third-party charges filed after the Effective Date of the Agreement but which may allege conduct that occurred before the Effective Date of the Agreement. Nothing in this Agreement applies to any currently pending EEOC charges brought by individual charging parties or third-parties against UVA.
13. Nothing in this Agreement prevents the United States, during the pendency of this Agreement, from conducting new compliance reviews or investigations or otherwise seeking information related to alleged violations of Civil Rights Laws arising after the Effective Date.
14. Any action brought by either party to enforce this Agreement must be brought in the United States District Court for the Western District of Virginia. The parties agree that this court shall be exclusively appropriate as to both venue and jurisdiction over this Agreement.
15. 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 electronic and facsimile signatures.
16. This Agreement is enforceable only by the Parties. No other person or entity is, or is intended to be, a third-party beneficiary of the provisions of this Agreement for purposes of any civil, criminal, or administrative action, and accordingly, no other person or entity may assert any claim or right as a beneficiary or protected class under this Agreement. The Agreement does not create a private right for action for any non-party. The Parties agree to defend the terms of this Agreement should they be challenged in any forum.
17. The signatories represent that they have the authority to bind the respective Parties identified below to the terms of this Agreement.

**SIGNATURES**

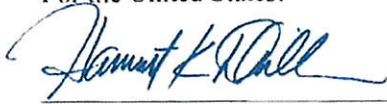
*Signed October 20, 2020*

For The University of Virginia:



Paul G. Mahoney  
Interim President of the University of Virginia  
Madison Hall  
1827 University Avenue  
Charlottesville, Virginia 22904

For the United States:



The Honorable Harmeet K. Dhillon  
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U.S. Department of Justice, Civil Rights Division  
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Washington, D.C. 20530

For the Department of Health and Human Services:



Paula M. Stannard  
Director, Office for Civil Rights  
U.S. Department of Health & Human Services  
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