MOU Table of Changes

MOU Title/ Article to be changed	Summary of Changes	Currently reads	Will read
MOU for Employers Using an E-Verify Employer Agent **Article II.B.14** Page 6	Adds provision to require Web Service Employer to cooperate with contractors or agents of DHS or SSA in monitoring and compliance with E-Verify requirements. • Remove "and" and replace with "," between DHS and SSA • Add "their contractors and other agents," after "SSA,"	14.The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS and SSA, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.	14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.
MOU for Employers Using A Web Services E-Verify Employer Agent **Article II.B.18** Page 7	Adds provision to require Web Service Employer Agent to cooperate with contractors or agents of DHS or SSA in monitoring and compliance with E-Verify requirements. • Remove "and" and replace with "," between DHS and SSA • Add "their contractors and other agents," after "SSA,"	18.The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS and SSA, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.	18.The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, including upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.
Article VII.F Page 21	Aligns language to correctly reference signatories to the MOU. • Adds language to include "the Employer" as a signatory. • Add "the Employer" in first sentence.	F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Web Services E-Verify Employer Agent and DHS respectively. The Web Services E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.	F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Web Services Employer Agent, and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
Article VII.G Page 21	Adds language to correctly reference signatories to the MOU and adds language which allows the Employer to designate the Web Service s E-Verify Employer Agent to carry out Employer's responsibilities under the MOU. • Add "the Employer" in first sentence.	G. The foregoing constitutes the full agreement on this subject between DHS and the Web Services E-Verify Employer Agent. If you have any questions, contact E-Verify at 1-888-464-4218.	G. The foregoing constitutes the full agreement on this subject between DHS, the Employer and the E-Verify Web Services Employer Agent. _____ (Employer) hereby designates and appoints _____ (E-Verify Web Services Employer Agent) including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Web Services Employer Agent and DHS.

	• Replace second sentence with designation of agency language with fillable fields.		If you have any questions, contact E-Verify at 1-888-464-4218.
MOU for Web Services Employers **Article V.E.1** Page 16	Add language "with or without notice" to provision reserving DHS right to terminate access of a software developer who creates or uses an interface that does not comply with E-Verify procedures.	1. DHS reserves the right to terminate the access of any software developer who creates or uses an interface that does not comply with E-Verify procedures.	1. DHS reserves the right to terminate the access of any software developer ==with or without notice== who creates or uses an interface that does not comply with E-Verify procedures.
Article V.E.3 Page 16	Delete paragraph. Language was previously rendered inoperative via memorandum issued by VER Division Chief.	3. Web Services Software development must be conducted in the 50 states, the District of Columbia, Guam, Puerto Rico or the U.S. Virgin Islands. Web Services Software development that occurs outside of the United States or the aforementioned territories is prohibited.	[No replacement]