AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL

DEFINITIONS

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

a. "Assistant Attorney General" means the Assistant Attorney General for the Civil Rights Division within the United States Department of Justice.

b. The "Department" means the United States Department of Justice.

c. "Ed." means the United States Department of Education.

d. "Ed. OCR" means the United States Department of Education's Office for Civil Rights.

e. "Investigations" means inquiries opened by the Department and Ed. OCR under Title VI of the Civil Rights Act of 1964.

f. "Parties" means the University of North Carolina at Chapel Hill and the United States of America.

g. "Secretary" means the Secretary of Education within the United States Department of Education.

h. "Title VI" means Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, *et seq.*

i. "UNC" or "University" means the University of North Carolina at Chapel Hill.

j. "United States" means the United States of America.

k. "Racial Proxy" means an applicant characteristic (other than race itself) that a university uses in its admission selections process with the intent to impact the racial diversity or composition of its student body because the characteristic is believed to be correlated with race.

l. "Protected Characteristic" means race (including ethnicity), color, or national origin.

TERMS OF AGREEMENT

The Parties, to avoid the burdens and risks of protracted investigations or litigation and the prospect of defunding or other loss of federal support for UNC's programs, agree to the following:

1. This Agreement represents the entire agreement between the United States and UNC with respect to the subject matter herein.

2. This Agreement is not an admission in whole or in part by either party. UNC expressly denies liability with respect to the subject matter of all Investigations that form the basis of this Agreement.

3. This Agreement shall become effective upon execution by all the Parties (the "Effective Date").

4. The duration of this Agreement will be from the Effective Date until December 31, 2028 (the "Termination Date").

5. 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 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 of action for any non-party.

6. The Parties agree that neither party, nor any individual or entity acting on behalf of either party, or that could bind either party, may initiate or commence any civil action challenging or attempting to set aside this Agreement, and agree to defend the terms of this Agreement should they be challenged in any forum.

7. Both Parties affirm their commitments to academic freedom and civil rights. The United States disclaims any aim of dictating the content of academic speech or curricula, and no provision of this Agreement shall be construed to engage in or authorize such control. UNC disclaims any aim of evading the obligations of federal law, and shall not do so, whether by explicit policy, widely-understood-but-unstated practice, tolerating violations on the part of employees acting within the scope of their employment, or promoting interpretations of federal law contrary to the interpretations set forth in this Agreement.

8. UNC shall comply with the Department'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. UNC further agrees that it will take no action to evade, deny, or challenge the Guidance through litigation or otherwise.

9. With respect to antisemitism, UNC agrees to maintain policies and practices aimed at prohibiting, preventing, and disciplining unlawful antisemitism in all of its operations and on its grounds. At a minimum, UNC shall ensure that the University complies with the obligations set forth in this Agreement as follows:

    a. UNC shall establish a Title VI Coordinator position in the University Compliance Office, whose responsibilities will include, but will not be limited to, assuring compliance with Title VI and addressing prohibited antisemitism, and who will have sufficient supervisory and other authority to carry out these duties.

    b. UNC shall maintain policies and procedures prohibiting any person from subjecting another person or group to discriminatory conduct prohibited by law, including

harassment that is sufficiently severe or pervasive to deny the ability of the person or group to learn, work, live in the University environment, or otherwise participate in a University program or activity, including but not limited to: (i) physical threats; (ii) verbal or written communications to threaten violence; (iii) the use of symbols, words, or graphics to threaten violence; and (iv) abusive behavior toward University officials or agents acting in performance of their duties. The policies and procedures must include the name and contact information for the university office to which students and others are to submit complaints of discrimination based on national origin (including shared Jewish ancestry), race, or color and explain the steps the University will take to promptly investigate a complaint, make a determination regarding the complaint allegations, and remedy the effects of discrimination.

c. UNC shall ensure that Jewish and Israeli students are covered by the University's Non-Discrimination Policy, and shall promptly assess all complaints and allegations of antisemitic discrimination and harassment in the UNC educational environment. UNC shall promptly investigate all such matters where the complaint or allegations, if true, would constitute a violation of law or University policy and due process can be provided consistent with UNC policies and procedures. The University shall take prompt steps to remedy the effects of the discrimination or harassment if the complaint or allegations are substantiated.

d. UNC shall provide mandatory antisemitism training, alone or in combination with other training, for all students, faculty, and staff. UNC will provide mandatory training, at least annually, to all new students, faculty, and staff in each of UNC's undergraduate, graduate, and professional schools, and revise it as appropriate. UNC shall also provide mandatory expert training for those staff involved in reviewing complaints and allegations of antisemitism.

e. UNC shall ensure the institutional process for investigating complaints of discrimination and harassment includes documenting all investigative and enforcement measures taken by the University and ensure that such documentation can be stored and later retrieved from the University's data systems.

f. UNC shall require accurate record keeping of all investigative and disciplinary measures taken in response to any complaint or allegation of antisemitism.

g. UNC shall deploy additional law enforcement resources when events or other factors warrant to protect Jewish and Israeli students and use best efforts to increase University coordination with local and federal law enforcement to assess and respond to any potential or actual threats to Jewish and Israeli students and the UNC community. UNC shall also provide specific training in prohibited antisemitism, alone or in combination with other training, to officers and staff of the University Police Department.

h. UNC shall prohibit and, absent exigent circumstances, consistently enforce its prohibition on wearing face masks or facial coverings that function to conceal an individual's identity. The policy shall contain reasonable exceptions to accommodate genuine and verifiable religious and medical necessities, celebrations such as

Halloween, and in other limited contexts, but the exceptions shall not be so construed or enforced as to allow individuals to conceal their identity while committing violations of state, municipal, or federal law, UNC's policies or rules, or otherwise to evade the general prohibition on concealing one's identity. All individuals who wear face masks or face coverings must, when asked by an authorized University official or University Police Officer, present identification sufficient to establish their identity.

i. Student groups shall be subject to discipline for antisemitic discriminatory conduct or other violations of UNC's policies, procedures, and rules of organization and conduct. The Title VI Coordinator, in concert with Student Affairs, shall enforce existing policies and processes for disciplining all student groups stemming from antisemitic discriminatory conduct and retain the ability to sanction student groups for antisemitic discriminatory conduct, including by defunding, suspending, or de-recognizing them.

10. With respect to UNC's admissions practices throughout the University:

    a. UNC shall adopt and maintain non-discriminatory and color-blind admissions decisions, policies, practices, and processes. Throughout all its undergraduate, graduate, professional, and other schools, components, and programs, UNC shall not, by any means, including considerations of racial diversity, preference applicants in admissions based on any Protected Characteristic.

    b. Nothing in this Agreement prevents UNC from adopting admissions policies, practices, and processes that consider how applicants overcame adversity on a personal level, and UNC may consider facets of family background, such as poverty or lack of educational attainment, so long as such considerations are not used inconsistently or deceptively to prefer applicants on the basis of any Protected Characteristic.

    c. UNC shall not use any Racial Proxy. UNC shall not allow or tolerate, and shall actively eliminate, the use of Racial Proxies as a means of preferring applicants for admission on the basis of race or other Protected Characteristic.

    d. UNC shall not use race or analyze racial data in the admissions process, or modify, study or alter its admissions process for the purpose of changing the Protected Characteristics of its student body.

    e. UNC shall take steps reasonably designed to eliminate knowledge by admissions officers, reviewers, or readers of an applicant's race or other Protected Characteristic in the application process, except insofar as reasonable admissions practices, such as in-person interviews, make such disclosure unavoidable.

    f. UNC shall not disfavor applicants for admission who do not identify their Protected Characteristics.

    g. UNC shall use scores from standardized testing in all admissions decisions throughout the University when such scores are submitted by an applicant consistent with the UNC System Policy on Minimum Eligibility Requirements.

h. UNC shall not consider race or other Protected Characteristics in student recruitment or partner with external actors that do so, including by means of "bridge" or "pipeline" programs that take account of any Protected Characteristic.

i. UNC shall not consider any Protected Characteristic in selecting admissions personnel (e.g., admissions administrators, application reviewers, applicant interviewers). UNC shall screen, train, and supervise admissions personnel, and, in the event of a suspicion or complaint of wrongdoing, conduct an audit to ensure that personnel understand the preceding admissions requirements, will not try to evade them on grounds of conscience or otherwise, and comply with them in practice.

j. UNC shall not knowingly and intentionally retain as an admissions officer, reviewer, or reader any individual who has intentionally discriminated on the basis of any Protected Characteristic.

11. With respect to educational operations, including student programming and recognition:

a. UNC shall adopt and maintain non-discriminatory and wholly race-blind decisions, policies, practices, and processes regarding the benefits afforded to students and other student-facing operations. UNC shall not, by any means, preference students based on any Protected Characteristic throughout its University operations, including all its undergraduate, graduate, and professional schools, components, and programs.

b. UNC shall adopt and maintain non-discriminatory decisions, policies, and practices consistent with *Students for Fair Admissions v. Harvard* that do not differentiate on the basis of any Protected Characteristic regarding the award, access to, and availability of student benefits, scholarships, aid, and programming. All scholarships shall comply with Title VI, and the criteria for such scholarships will not include diversity or identification with or membership in any "underrepresented" populations to the extent it is used to refer to any Protected Characteristic.

c. UNC shall ensure that all scholarships, student benefits, aid, "affinity groups," centers, graduation ceremonies, or programming do not unlawfully segregate, exclude, limit, disadvantage, or discriminate against any candidate or participant on the basis of any Protected Characteristic.

d. UNC shall not maintain programs that promote unlawful efforts to achieve race-based outcomes, quotas, diversity targets, or similar efforts.

e. UNC will not provide unlawful benefits or advantages to individuals on the basis of any Protected Characteristics in any school, component, division, department, or unit within UNC.

f. UNC shall eliminate unlawful discrimination and adopt and maintain non-discriminatory decisions, policies, and practices that do not differentiate on the

basis of any Protected Characteristic regarding selection for membership in official, University-sanctioned or sponsored selective, exclusive, or prestigious honors programs, student groups, organizations, or programs (and the selection committees themselves), including, but not limited to, academic honors and awards, academic advising and support, and residential life.

12. With respect to discipline of students:

    a. UNC shall implement its student disciplinary policies and procedures consistently and without consideration of any Protected Characteristic.

    b. UNC shall take prompt action to discipline all programs and student groups engaging in any form of illegal discrimination on the basis of any Protected Characteristic, including in selection practices, activities, or conduct of the organization, including possible suspension until compliance is achieved.

    c. All demonstration activity is subject to the University's anti-discrimination and anti-harassment policies, which shall be consistently enforced without regard to any Protected Characteristic.

13. With respect to foreign students, UNC shall never favor or preference foreign students (including those illegally residing in the United States) over United States citizens on the basis of any Protected Characteristic or citizenship.

14. UNC's Chancellor shall be responsible for compliance with this Agreement, including the implementation of all policies and positions contemplated by this Agreement. Within 30 days of the Effective Date of this Agreement, UNC's Chancellor shall select a Merit & Civil Rights Administrator, whose duty shall be to implement this Agreement and be available as a point of contact to the Secretary and Assistant Attorney General or their designees.

    a. The Merit & Civil Rights Administrator shall be given sufficient supervisory authority, staff, ability to retain outside parties, funding at UNC's expense, and access to information, persons, and resources within UNC to comprehensively implement this Agreement throughout all components of UNC. The judgment of sufficiency shall belong to the Merit & Civil Rights Administrator and include the delegated authority of the Chancellor to give binding directives to all parties within UNC, unless overridden by the Chancellor, outside the scope of this Agreement, or contrary to law. The Merit & Civil Rights Administrator may retain third-party counsel for purposes of complying with this Agreement and notify the Assistant Attorney General of the identity of the third-party compliance counsel.

    b. The Merit & Civil Rights Administrator shall report directly to the Chancellor on a schedule of his or her choosing and quarterly to the Assistant Attorney General, and shall, through compliance counsel if retained, and through designees, be available at all times as a point of contact to the Assistant Attorney General.

c. The role of the Merit & Civil Rights Administrator shall be maintained and staffed throughout the duration of the Agreement. In the event of a vacancy in the position for more than ten business days, UNC's Chancellor will be responsible for exercising the duties of the Merit & Civil Rights Administrator.

d. UNC's Chancellor may terminate and replace the Merit & Civil Rights Administrator for good and reasonable cause only, and subject to approval and consent of the Assistant Attorney General, which shall not be unreasonably withheld. The Department may demand that the Merit & Civil Rights Administrator be terminated and replaced if the Department determines, in its sole discretion, that the Merit & Civil Rights Administrator is not adequately performing his or her role under this Agreement, but the selection of the replacement in that event belongs to UNC's Chancellor.

e. Other than the Chancellor, no person employed by UNC shall take action to invade the Merit & Civil Rights Administrator's autonomy. UNC shall take active measures to protect the Merit & Civil Rights Administrator and anyone working for or cooperating with the Merit & Civil Rights Administrator from adverse action, including harassment, while also respecting the freedom of faculty, staff, and students at UNC to criticize the work of the Merit & Civil Rights Administrator.

15. Within ninety (90) days of the Effective Date of this Agreement, and thereafter on a quarterly basis, UNC shall provide to the Secretary and the Assistant Attorney General a report and accompanying spreadsheet with information about all complaints and reports received by the University alleging prohibited discrimination or harassment against students, faculty, or staff on the basis of their race, color, or national origin, or on the basis of their shared Jewish or Israeli ancestry, and UNC's response. The first report shall include all such complaints or reports received by the University from October 7, 2023, to the Effective Date of the Agreement.

16. Upon request, UNC will also promptly provide to the Secretary and the Assistant Attorney General a copy of the investigative file(s) for any identified complaint(s) or report(s), subject to applicable privacy or confidentiality laws, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g.

17. UNC's Chancellor shall certify the accuracy of each quarterly report and UNC's compliance with this Agreement under penalty of perjury. Such certification will state:

> I, Lee H. Roberts, Chancellor of the University of North Carolina at Chapel Hill, hereby certify that, to the best of my knowledge, and after reasonable review and investigation, that the accompanying quarterly report is accurate, and that the University of North Carolina at Chapel Hill has maintained and implemented policies and procedures, as well as training programs, to ensure material compliance with the terms and conditions of the Agreement entered into with the United States on [Effective Date], and the laws referenced therein.

Failure to provide this certification is a material breach of the terms of this Agreement.

18. The United States may make such reasonable inquiries as it deems necessary to verify the accuracy of such reports and certifications, and to ensure that UNC is enforcing the terms of this Agreement vigorously and in good faith.

19. The United States acknowledges the efforts UNC has made prior to the date of this Agreement to bring itself into compliance with Title VI. The United States therefore agrees, in exchange for UNC's promises herein, to close the following Investigations: OCR Nos. 11-19-2169, 11-19-2226, 11-20-2010, 11-20-2096, 11-21-2186, 11-21-2273, 11-22-2118, 11-22-2256, 11-22-2307, 11-23-2067, 11-23-2093, 11-23-2122, 11-23-2403, 11-24-2119, 11-24-2250, 11-25-2330, 11-26-2233, 11-26-2417; and CRT Compliance Review opened on April 18, 2025, without adverse action or adverse finding, and to hold in abeyance all other Investigations, enforcement actions, grant terminations, and monetary fines pursuant to Title VI relating to actions which are alleged to have taken place prior to the Effective Date of this Agreement.

20. So long as UNC is found by the United States to have upheld the terms of this Agreement, UNC shall be treated as eligible for further grants, contracts, and awards in the ordinary course during the term of this Agreement.

21. Provided that the United States determines that UNC has upheld the terms of this Agreement, on the Termination Date, the United States shall close all remaining Investigations held in abeyance without adverse action or adverse finding.

22. Nothing in this Agreement prevents the United States during the pendency of this Agreement from otherwise closing any Investigation.

23. If at any time UNC desires to modify any portion of this Agreement because of changed conditions making performance impossible or impractical or for any other reason, it will promptly notify the United States in writing, setting forth the facts and circumstances thought to justify modification and the substance of the proposed modification. UNC must obtain the United States' written agreement to the proposed modification.

24. If at any time after the Effective Date, the United States in its sole discretion determines that UNC is in substantial non-compliance or material breach of this Agreement in whole or in part:

    a. Written notice generally outlining the area(s) and item(s) of breach or non-compliance shall be provided to the Parties.

    b. UNC shall have fifteen business days to either cure the issues of non-compliance or propose a cure or correction. The United States shall either accept or reject/deny the cure or proposed cure in writing, within ten business days. In the event of rejection or denial of the cure or proposed cure, the United States shall state its reasons in writing. The United States and UNC shall then have 60 days to resolve the dispute through a formal mediated settlement conference, utilizing a neutral/mediator from the attached list of agreed-upon neutrals, the costs (if any) of which will be borne by UNC.

c. In the event that the matter is not resolved through the mediated settlement conference, the United States shall have the right, in its sole discretion, to declare an *impasse* and material breach and substantial non-compliance by UNC.

d. A declaration of material breach and substantial non-compliance by UNC does not result in release of UNC from the obligations of this Agreement.

25. Subject only to the non-binding alternative dispute resolution mechanisms set forth above, nothing about or contained in this Agreement shall limit, impair, or prevent either party from initiating a proceeding to enforce this Agreement or seek remedies for the breach thereof, including injunctive relief.

26. Any action brought by either party to enforce this Agreement must be brought in the United States District Court for the Middle District of North Carolina. The Parties agree that this Court shall be exclusively appropriate as to both venue and jurisdiction over this Agreement.

27. In the event of any enforcement action by the Department pursuant to this Agreement, as a material term of and consideration for this Agreement, UNC waives all statutes of limitations or statutes of repose defenses and waives any defenses and rights regarding timeliness, ripeness, or sufficiency of notice arising under the Administrative Procedure Act.

28. If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect. The invalid or unenforceable provision shall be severed, and the remainder of the Agreement shall be construed to best reflect the original intent of the parties.

29. Nothing in this Agreement affects other governmental agencies' right to engage in compliance reviews, investigations, or enforcement under Title VI.

SIGNATURES

For The University of North Carolina at Chapel Hill:

Lee H. Roberts
Chancellor of the University of North Carolina at Chapel Hill
South Building
910 Raleigh Road
Chapel Hill, North Carolina 27514

For the United States:

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

The Honorable Kimberly Richey
Assistant Secretary of Education
Office of Civil Rights
U.S. Department of Education
400 Maryland Avenue, S.W.
Washington, D.C. 20202

Effective Date: Oct. 19, 2026