

# **MEMORANDUM OF UNDERSTANDING**

## **BETWEEN**

**THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**

## **AND**

**THE HISPANIC ASSOCIATION OF COLLEGES AND UNIVERSITIES**

### **PURPOSE**

The purpose of this Memorandum of Understanding (MOU) is to increase cooperation between the United States Environmental Protection Agency (EPA) and the Hispanic Association of Colleges and Universities (HACU). This MOU builds on EPA and HACU's previous successful collaborations and should help to advance the development of the full human capital of this Nation, promote equal opportunity in higher education, contribute to HACU's member schools and other Hispanic-Serving Institutions' (HSIs) capacity to provide high-quality education, and encourage the participation of HACU member institutions and HSIs in EPA programs.

The mission of EPA is to protect human health and the environment. EPA has a consistent demand for highly trained, diverse professionals in law, science, research and technology to fulfill its mission. The supply of diverse students that pursue science and technology related careers is decreasing. In order to meet environmental research needs and encourage full representation of all citizens in EPA's workforce, EPA seeks to address the dwindling participation of diverse students in these mission-critical disciplines through innovative partnerships with HSIs .

HACU was established in 1986 with a founding membership of eighteen institutions. Today, HACU represents nearly 450 colleges and universities committed to Hispanic higher education success in the U.S., Puerto Rico, Latin America, Spain and Portugal. Although member institutions in the U. S. represent less than 10% of all higher education institutions nationwide, together they are home to more than two-thirds of all Hispanic college students. HACU is the only national educational association that represents Hispanic-Serving Institutions (HSIs).

### **1. PROGRAM ACTIVITIES**

Through this MOU, EPA and HACU express their intention to work together to enhance cooperation over the next five years. EPA and HACU recognize that there are many possible areas in which enhanced cooperation could be beneficial, including but not limited to the areas listed below. EPA and HACU may agree to work to enhance cooperation in other areas without amending this MOU.

- a) Student internships and Cooperative Education Students with EPA during the summer and/or the academic year.
- b) EPA participation in career fairs, on-campus career orientations, and other outreach to HACU member institutions and HSIs to make students, faculty and alumni aware of employment opportunities at EPA.
- c) Faculty and student participation from HACU member institutions and HSIs in public policy forums, presentations, and other events at EPA.
- d) EPA staff participation in lectures, conferences, and other events at HACU member institutions and HSIs.
- e) EPA sponsorship and attendance at HACU national and international conferences and forums on issues of mutual interest.
- f) An EPA "Scholar in Residence" at HACU member institutions and HSIs during academic semesters.
- g) Provision of EPA expertise and/or resources for environmental curriculum development and teaching at HACU member institutions and HSIs.
- h) Enhanced access by HACU member institutions and HSI faculty and students to EPA research facilities and instrumentation, through EPA hosting of students and staff.
- i) HACU member institutions and HSI faculty serving as visiting scientists at EPA.
- j) EPA staff members serving as mentors or coaches for HACU member institutions and HSI students.
- k) Joint research projects between HACU member institutions, HSIs and EPA.
- l) Sharing information about initiatives of third parties that are of potential interest to either HACU member institutions, HSIs or EPA.
- m) Development of electronic bulletin boards, email lists, networks and other means to support program activities, increase their visibility, and promote participation in them.
- n) Enhancing career opportunities for EPA employees through HSIs Continuing Education programs.
- o) Provide HACU member institutions and HSIs with information about available scholarships, fellowships, stipends, and grants, as well as about opportunities for contracts and cooperative agreements.

p) Provide assistance to HACU member institutions and HSIs which may include, but is not limited to, information and technical assistance about the preparation of applications or proposals for EPA grants, contracts, or cooperative agreements.

## **2. MOU ADMINISTRATION**

The Parties plan to establish a Program Committee consisting of appropriate representatives of HACU and EPA to manage the implementation of this MOU. The Program Committee is expected to meet at least twice per year unless agreed otherwise.

EPA and HACU plan to designate a key person within their respective organizations to administer this MOU on behalf of EPA and HACU. Any EPA office, Region, or laboratory may be involved in the implementation of this MOU.

## **3. LIMITATIONS**

Each party will bear its own costs for activities undertaken in furtherance of this MOU. All commitments that EPA makes under this MOU are subject to the availability of appropriated funds. Nothing in this MOU obligates either party to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or incur other financial obligations. This MOU does not create any exemptions from federal policies and/or regulations relating to public involvement, employment, and competition for grants and contracts.

If either party finds that an activity undertaken pursuant to this agreement may result in the creation of intellectual property or may require the sharing of proprietary information, the parties agree to negotiate separate agreements to address those matters. Neither party shall construe any part of this MOU as an endorsement of the products or services of the other. Nothing in this agreement shall be construed as an endorsement of the fundraising activities of either party. Neither party shall make statements pursuant to this MOU that imply such endorsements. The EPA seal, displayed on the cover page of this MOU, may only be used for official agency purposes, including identifying EPA as a party to this MOU. Any other use of the EPA seal is prohibited and may be a violation of section 43 of the Lanham Act (15 U.S.C. 1125).

This MOU is not intended to result in any legal obligations on the part of either EPA and HACU. This MOU does not create any right or benefit, enforceable by law or equity, against EPA and HACU, their officers or employees, or any other person. EPA and HACU agree that this MOU is entered into on a non-preferential basis, and either party may undertake similar MOUs with other entities on a non-preferential basis.

This MOU is to take effect upon the signature of the parties and remain in effect for a period of five years. This MOU may be extended or modified, at any time per the mutual written consent of the parties. Additionally, a party may terminate its

participation in this MOU at any time by providing written notice to the other party at least sixty (60) days in advance of the desired termination date.

Representatives of both HACU and the U.S. Environmental Protection Agency sign below this 24<sup>th</sup> day of November 2009 in recognition of the terms set forth herein.

Signed:



Lisa P. Jackson  
Administrator  
U.S. Environmental Protection Agency



Antonio R. Flores  
President and CEO  
Hispanic Association of Colleges and Universities