



Spelman College  
*125 years*



*Memorandum of Understanding*

*between*

*U. S. Environmental Protection Agency*

*and*

*Spelman College*

*2007*

## **Purpose**

The purpose of this Memorandum of Understanding (MOU) is to increase cooperation between Spelman College and the United States Environmental Protection Agency (the Parties) in areas of mutual interest. Implementation of the Program Activities in this MOU will promote equal opportunity in higher education, contribute to Spelman College's capacity to provide high-quality education, and encourage the participation of Spelman College students and faculty in United States Environmental Protection Agency (EPA) programs.

Since 1970, the stated mission of EPA has been to protect human health and the environment. Since the supply of diverse students who pursue science and technology careers is decreasing, this innovative partnership is intended to encourage full representation of all citizens and address the dwindling participation of diverse students.

Spelman College is a private, independent, liberal arts, historically Black college for women, founded in 1881 and is part of the largest consortium of historically Black institutions of higher learning in the United States, the Atlanta University Center. Its four partner institutions include Clark Atlanta University, the Interdenominational Theological Center, Morehouse College, and Morehouse School of Medicine. Spelman College shares cross-registration with its undergraduate partners. Spelman College has an excellent national reputation and offers degrees in Biochemistry, Biology, Chemistry, Computer and Information Sciences, Engineering, Mathematics, Environmental Science and Physics, as well as traditional liberal arts degrees.

Like other Historically Black Colleges and Universities (HBCUs), Spelman College has provided opportunities for a diverse population of students to pursue higher education, and has increased the pool of professionals that are available to meet the Nation's scientific, financial, legal, academic, diplomatic, political, artistic, and cultural needs. The participation of HBCUs in federal programs promotes infrastructure development at those institutions, increases their capacity to provide high-quality education, increases the supply of highly trained, diverse professionals.

### **1. Program Activities: Environmental Science Partnership Program**

Through this MOU, Spelman College and EPA express their intention to build a cooperative working relationship in areas of mutual interest over the next two years, including participation by Spelman College in the EPA Region 4 Environmental Science Partnership Program. Under this program, EPA Region 4 seeks to establish partnerships with colleges and universities in the southeast to develop a pool of culturally diverse and qualified graduates to address environmental challenges of the future. Spelman College and EPA recognize there are many possible areas where enhanced cooperation would be mutually beneficial. Spelman College and EPA may agree to work to enhance cooperation in other areas without amending this MOU. The areas of cooperation covered by this MOU include, but are not limited to:

- a) Spelman College student internships with EPA, including encouraging Spelman College students to apply for the competitive internship programs and participate in various training and educational programs offered by EPA.
- b) EPA participation in career fairs and other outreach efforts to Spelman College students, faculty, and alumnae regarding EPA employment opportunities.
- c) Spelman College faculty and student participation in public policy forums, presentations, and other public events at EPA.
- d) EPA staff participation in lectures, conferences and other events at Spelman College.
- e) Provision of EPA experts and/or resources for environmental curriculum development and guest lectures at Spelman College.
- f) EPA staff members serving as mentors of Spelman College students.
- g) Joint research projects between EPA and Spelman College.
- h) Development of electronic bulletin boards, email lists, networks and other means to support program activities, increase their visibility, and promote participation in them.
- i) Participation of Spelman College students in EPA Region 4's Annual Environmental Science Research Student Symposium which provides an opportunity for students to showcase environmental research projects.

## **2. Program Administration.**

The Parties shall establish a Program Committee consisting of appropriate representatives of Spelman College and EPA to manage implementation of this MOU. The Program Committee will meet at regular intervals, alternating meeting locations between Spelman College and EPA, unless agreed otherwise by the Program Committee.

Spelman College designates Provost and Vice President for Academic Affairs, Johnella Butler, to administer this MOU on behalf of Spelman College, working with other Spelman College departments, schools and programs as appropriate. EPA designates the Region 4 Office of External Affairs to administer this MOU on behalf of EPA, working with other EPA offices, regions and laboratories, as appropriate.

## **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 funds or to enter into any contract, assistance agreement, interagency agreement, or incur other financial obligations. In the event

that EPA awards a contract, assistance agreement, interagency agreement or personnel assignment to further the purposes of this MOU that is inconsistent with the terms of this MOU, the terms of the contract, assistance agreement, interagency agreement, or personnel agreement will control.

This MOU does not create any exemptions from federal policies, laws, and/or regulations relating to public involvement, employment, and competition for grants and contracts. Nothing in this MOU exempts Spelman College from complying with any applicable federal, state, or local environmental laws or regulations.

The parties agree that any copyrightable subject matter, including, but not limited to, journal articles, training, educational or informational material or software, created jointly by the parties from the activities conducted under the MOU may be copyrighted by Spelman College. Spelman College hereby grants to the government a royalty-free, nonexclusive, irrevocable right to reproduce, distribute, make derivative works, and publish or perform the work(s) publicly, or to authorize others to do the same on its behalf. The parties agree that any patented invention created by Spelman College pursuant to the terms of this MOU will be jointly owned by the parties regardless of inventorship, unless an alternative agreement indicates otherwise.

The Parties acknowledge that under 5 C.F.R. § 2635.702(c), EPA may not endorse the purchase or sale of commercial products and services provided by Spelman College. The Parties agree to ensure that promotional materials describing or resulting from this MOU do not contain statements implying that EPA endorses Spelman College or its products or services. This includes statements to the public in news releases, publications, on web sites or any other media. The parties agree not to initiate or distribute any press releases, publicity matters or other promotional materials related to or referencing the subject matter of this agreement without prior approval of the other party.

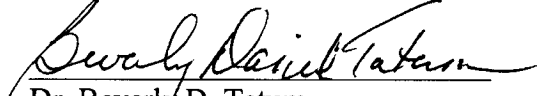
This MOU is not intended to result in any legal obligations on the part of either Spelman College or EPA. This MOU does not create any right or benefit, enforceable by law or equity in state or federal courts, or any other forum, against either Spelman College or EPA, their officers or employees, or any other person. Spelman College and EPA 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.

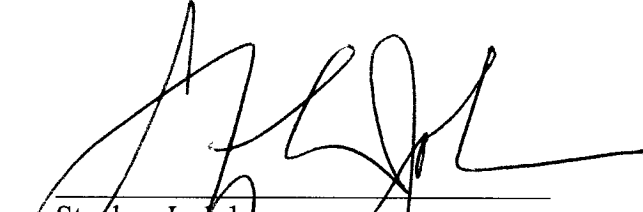
#### **4. Effective Date and Termination**

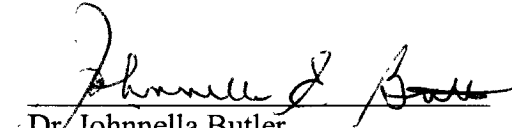
This MOU becomes effective when signed by both parties. It may be amended or modified only through the written agreement of both parties. Either party may withdraw from and terminate this MOU without cause by providing 60 days written notice to other party. This MOU will terminate two years from the date of execution below.

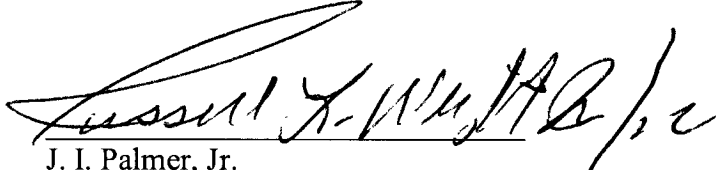
Representatives of both Spelman College and EPA sign below this 22<sup>nd</sup> day of February 2007

Signed:

  
Dr. Beverly D. Tatum  
President  
Spelman College

  
Stephen L. Johnson  
Administrator  
U.S. Environmental Protection Agency

  
Dr. Johnella Butler  
Provost & Vice President for  
Academic Affairs  
Spelman College

  
J. I. Palmer, Jr.  
Regional Administrator  
U.S. Environmental Protection Agency  
Region 4