

**MEMORANDUM OF UNDERSTANDING**

**between**

**VERMONT LAW SCHOOL**

**And the**

**U.S. ENVIRONMENTAL PROTECTION AGENCY**

**2009**

## **Purpose**

The purpose of this Memorandum of Understanding (MOU) is to increase cooperation between Vermont Law School and the United States Environmental Protection Agency (the Parties) in areas of mutual interest. Implementation of the Program Activities in this MOU should advance the development of the full human capital of this Nation, promote equal opportunity in higher education, contribute to Vermont Law School's capacity to provide high-quality education, and encourage the participation of Vermont Law School in United States Environmental Protection Agency programs. Through this MOU, EPA will collaborate with Vermont Law School on its Distance Learning Program for the advancement of environmental education. This program will initiate environmental studies training relationships between the Vermont Law School and Minority Academic Institutions interested in developing and/or expanding their curricula.

## **Background**

### **US ENVIRONMENTAL PROTECTION AGENCY**

EPA leads the nation's environmental science, research, education, and assessment efforts. The mission of EPA is to protect human health and the environment. EPA has a consistent demand for highly trained, diverse professionals in science, technology, and policy to fulfill its mission. In order to meet environmental research needs and encourage full representation of all citizens, EPA seeks to establish innovative partnerships to address the dwindling participation of diverse students in science and technology fields.

### **VERMONT LAW SCHOOL**

Vermont Law School—a private, independent institution—offers a Juris Doctor (JD) curriculum that emphasizes public service, a Master of Environmental Law and Policy (MELP) degree for lawyers and non lawyers, and two post-JD degrees, the Master of Laws (LLM) in Environmental Law and the LLM in American Legal Studies (for international students). The school also features innovative experiential programs and is home to the Environmental Law Center.

#### **1. Program Activities**

Through this MOU, VLS and EPA express their intention to work together to promote collaboration. Vermont Law School and EPA recognize that there are many possible areas in which collaboration could be beneficial, including but not limited to the areas listed below. VLS and EPA may agree to work to enhance cooperation in other areas without amending this MOU.

- a) Vermont Law School faculty and students participate in public policy forums, presentations, seminars and other events at EPA.
- b) EPA participation in lectures, conferences, and other events at Vermont Law School.

- c) EPA participation in career fairs and other outreach to Vermont Law School students, faculty and alumni regarding EPA employment opportunities.
- d) EPA may provide assistance to Vermont Law School in accordance with their respective mission and purpose, for the advancement of environmental education by distance learning technology.
- e) EPA staff participation in lectures, webinars, conferences and other events at Vermont Law School.
- f) Vermont Law School may allow students at Minority Academic Institutions who meet the degree requirements at both schools to receive a dual degree of Juris Doctor (JD) and Master of Environmental Law and Policy.
- g) Collaboration, wherever possible, with interested third parties on activities that may advance the purposes of this MOU.

**2. Program Administration**

The Parties plan to establish a Program Committee consisting of appropriate representatives of Vermont Law School and EPA to manage the implementation of this MOU. The Program Committee is expected to meet at least quarterly, alternating meeting locations between Vermont Law School and EPA, unless agreed otherwise. The EPA designates the Office of Small Business Programs to administer this MOU on behalf of EPA, working with other EPA offices, regions and laboratories, as appropriate. Vermont Law School designates the Environmental Law Center to administer this MOU on behalf of VLS.

**3. Limitations**

Each party will bear its own administrative costs for planning 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).

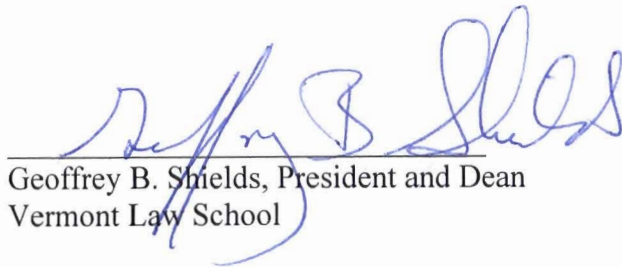
This MOU is to take effect upon the signature of the parties and remain in effect for a period of 5 years. This MOU is not intended to result in any legal obligations on the part of either Vermont Law School or EPA. This MOU does not create any right or benefit, enforceable by law or equity, against Vermont Law School or EPA, their officers or employees, or any other person. Vermont Law School 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. Either party may withdraw from this MOU upon timely notification to the other party.

Representatives of both Vermont Law School and the U.S. Environmental Protection Agency sign below this 29 day of November 2009 in recognition of the terms set forth herein.

Signed:



Lisa Jackson, Administrator  
US Environmental Protection Agency



Geoffrey B. Shields, President and Dean  
Vermont Law School