



**UNITED STATES
ENVIRONMENTAL PROTECTION
AGENCY – REGION 6 AND OFFICE OF
WATER**

**MEMORANDUM
OF UNDERSTANDING
WITH
TEXAS A&M UNIVERSITY, KINGSVILLE
APRIL 13, 2010**

United States
Environmental Protection Agency – Region 6 and Office of Water

Memorandum of Understanding

With

Texas A&M University, Kingsville

Introduction

The United States Environmental Protection Agency (EPA) has an ever-increasing need for well trained, qualified professionals in environmental policy, economics, science and information to meet the needs of the future. At the same time, the supply of diverse students that pursue science and technology related careers are decreasing. Innovative strategies must be developed and implemented to encourage full representation of all citizens and to assure an adequate supply of highly-trained and skilled personnel for the accomplishment of environmental research, policy and program development. To help meet this objective, a Memorandum of Understanding (MOU) is being established between EPA, Region 6, EPA's Office of Water and Texas A&M University, Kingsville (the "parties").

Program Intent

This MOU builds upon the previous successful collaborations between Texas A&M University, Kingsville (TAMUK) and EPA Region 6. It is intended to provide a significant positive impact on the following areas: 1) improve the quality of environmental science and technical education; 2) increase the relevance of TAMUK research projects to EPA's environmental and public health mission; and 3) promote equal opportunity in higher education, especially in the study of science, engineering, and mathematics. It is expected that TAMUK's capacity to develop graduates for environmental careers will be significantly enhanced while important contributions also will be made to environmental research programs.

Background

TAMUK is one of the country's nationally designated Hispanic Serving Institutions. The University is dedicated to serving an ethnically and culturally diverse population with an emphasis on providing an intellectually challenging education reflecting high standards of academic performance. It offers rich human, academic, and intellectual resources. In addition, TAMUK is located on the US/Mexico border and its faculty is familiar with the socio-economic and environmental realities of the region.

The mission of TAMUK is to ensure that its graduates obtain the best education possible so that TAMUK's graduates will be competitive in the global marketplace. The university is dedicated to teaching and to the creation, interpretation, application, and dissemination of knowledge. TAMUK prepares its students to meet lifelong intellectual, ethical, and career challenges through quality educational programs, excellence in research and in scholarly and artistic production, and innovative student programs and services, which are created by responsive faculty, students, staff, and administrators.

This MOU is intended to facilitate joint educational, research and outreach activities that will strengthen the University's capabilities while simultaneously assisting EPA in achieving its mission to protect human health and the environment.

Program Activities

Through this MOU, TAMUK and EPA express their intention to build a cooperative working relationship in areas of mutual interest over the next three (3) years. TAMUK and EPA recognize that there are many possible areas in which enhanced cooperation could be mutually beneficial, including but not limited to the areas listed below. TAMUK and EPA may agree to work to enhance cooperation in other areas without amending this MOU. The areas of cooperation covered by this MOU may include but are not limited to:

- (a) EPA participation in career fairs and other outreach efforts to make TAMUK students, faculty and alumni aware of EPA employment opportunities;
- (b) TAMUK student internships with EPA, including encouraging TAMUK students to apply for post-graduate internship programs offered by EPA;
- (c) TAMUK faculty and student participation in public policy forums, presentations, and other events at EPA;
- (d) EPA participation in lectures, conferences, webinars, and other events at TAMUK;
- (e) EPA TAMUK alumni or staff members serving as mentors or coaches for TAMUK students;
- (f) Continued EPA participation in the TAMUK Center of Research Excellence in Science and Technology (CREST) program;
- (g) Sharing of research information when available and participation in joint research projects between TAMUK and EPA; and
- (h) Development of communication mechanisms such as electronic bulletin boards, email lists, networks and other means to support these program activities, increase their visibility and promote participation.

Program Administration

The parties plan to establish a joint EPA/TAMUK Program Committee consisting of appropriate representatives of TAMUK and EPA to manage the implementation of this MOU. The Program Committee is expected to have a conference call at least semi-annually between the months of September and May of each calendar year and meet at least once per year at TAMUK (in conjunction with an onsite career fair), unless agreed otherwise.

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

Limitations

Each party will bear its own costs of carrying out this agreement. All commitments that EPA makes under this MOU are subject to the availability of appropriated funds. This agreement is not intended to transfer EPA funds to TAMUK or to acquire services from TAMUK. Nothing in this MOU obligates either party to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or incur any other financial obligations. Each party agrees that it will not submit a claim for compensation to the other party for activities performed under this MOU. Any transactions between EPA and TAMUK that involve the transfer or commitment of funds will be negotiated separately. Any specific activities undertaken by EPA under this agreement must be consistent with EPA's existing statutory authorities, regulations and Agency policy.

This MOU does not create any exemptions from federal policies and/or regulations relating to public involvement, employment, the assignment of employees of the parties to perform duties under this MOU, and competition for grants and contracts. Nothing in this MOU exempts TAMUK from complying with any applicable federal, state or local environmental law or regulation.

If either party finds that any 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). Each party agrees 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 TAMUK or EPA. This MOU does not create any right or benefit, enforceable by law or equity, in

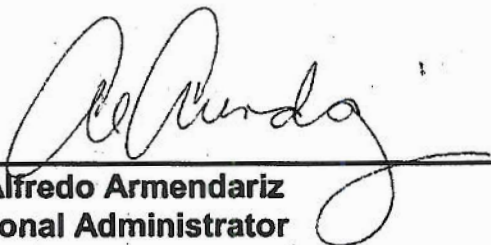
state or federal courts or any other forum, against TAMUK or EPA, their officers or employees, or any other person. TAMUK and EPA agree that this MOU is entered into on a non-preferential basis and either party may undertake similar MOUs with other entities on a non-preferential basis.

Summary

This MOU is to take effect upon the signature of the representatives of the parties and remain in effect for a period of three years. The undersigned agree to the program described in this MOU. Either party may withdraw from this MOU by providing written notification to the other party at least sixty (60) days in advance of the desired termination date. This agreement does not supersede any other existing agreements between TAMUK and EPA.

Representatives of both Texas A&M University at Kingsville and the U.S. Environmental Protection Agency sign below this 13th day of April 2010 in recognition of the terms set forth herein.

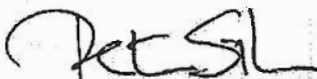
Signed:



Dr. Alfredo Armendariz
Regional Administrator
U.S. Environmental Protection Agency, Region 6

4/13/2010

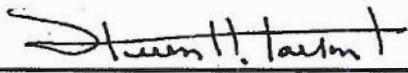
Date



Peter Silva
Assistant Administrator
Office of Water
U.S. Environmental Protection Agency

4/13/10

Date



Dr. Steven H. Tallant
President
Texas A&M University - Kingsville

4/13/10

Date