

**MEMORANDUM OF UNDERSTANDING**  
BETWEEN  
**XAVIER UNIVERSITY OF LOUISIANA**  
AND  
**U.S. ENVIRONMENTAL PROTECTION AGENCY**



*NOVEMBER 2010*

## **PURPOSE**

The purpose of this Memorandum of Understanding (MOU) is to establish cooperation between Xavier University of Louisiana and the United States Environmental Protection Agency in areas of mutual interest. Implementation of the Program Activities in this MOU are intended to promote equal opportunity in EPA's workforce, contribute to Xavier University of Louisiana's ("Xavier") capacity to provide high-quality education, encourage the participation of Xavier students and faculty in the United States Environmental Protection Agency ("EPA") programs, and to promote the revitalization of a community significantly impacted by Hurricane Katrina.

Since 1970, the stated mission of the EPA has been to protect human health and the environment. EPA has a consistent demand for highly trained, diverse professionals with science, engineering, administrative, and other technological skills to fulfill its mission. Based on data from the United States Department of Education, the number of students pursuing science and other related technological careers is decreasing. This MOU is intended to help to address the dwindling participation of students in environmental fields of study, and to help EPA attract a workforce that is as diverse as the public we serve.

Xavier is a comprehensive, science and research oriented, historically black university providing an educational experience of exceptional quality to students by offering a variety of opportunities in education and leadership development. According to the United States Department of Education, Xavier consistently continues to be highly ranked nationally in graduating the highest number of African American students earning undergraduate degrees in both the biological/life sciences and the physical sciences amongst all colleges and universities.

Like other Historically Black Colleges and Universities ("HBCUs"), Xavier 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 high demands of 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, and increases the supply of highly trained, diverse professionals. Such participation is therefore consistent with this Nation's interest and the EPA's mission.

### **1. PROGRAM ACTIVITIES**

Through this MOU, Xavier and EPA express their intention to build a cooperative working relationship in areas of mutual interest over the next three (3) years. Xavier 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. The

areas of cooperation covered by this MOU include, but are not limited to:

- (a) EPA participation in career fairs and other outreach to make Xavier students, faculty and alumni aware of EPA employment opportunities.
- (b) EPA participation in the annual Youth Motivation Task Force / Black Executive Exchange (YMTF / BEEP) Program.
- (c) Xavier student internships with EPA.
- (d) Xavier faculty (e.g., Career Service Center staff, professors, etc.) and student participation in public policy forums, presentations, and other events at EPA.
- (e) EPA staff participation in lectures, conferences, and other events at Xavier.
- (f) Provision of EPA experts for environmental curriculum development, teaching and/or guest lectures at Xavier.
- (g) EPA staff members serving as mentors or coaches for Xavier students during their EPA internships.
- (h) Joint EPA-related research projects (e.g., Gulf Coast cleanup) between Xavier students and/or faculty and the Regions at local or nearby sites.
- (i) Provide Xavier with public information about publically available scholarships, fellowships, stipends, grants and opportunities for contracts and cooperative agreements.

## **2. PROGRAM ADMINISTRATION**

The Parties plan to establish a Program Committee consisting of appropriate representatives of Xavier 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 through May of each calendar year and meet at least once per year at Xavier (in conjunction with onsite job fair), unless agreed otherwise.

Xavier designates Carolyn A. Thomas to administer this MOU on behalf of Xavier, working with other Xavier departments, schools and programs as appropriate.

Although this MOU is intended to be used throughout EPA, the agency designates the Region 6 and Region 9 Offices of Civil Rights to jointly assist in administering this MOU on behalf of EPA, working with senior staff, managers, EPA offices, headquarters, 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 appropriations or to enter into any contract, assistance agreement, interagency agreement, or incur other financial obligations. In the event EPA awards a contract, assistance agreement, interagency agreement or personnel assignment to further the purpose of this MOU that is inconsistent with the terms of this MOU, the terms of the contract, assistance assignment, interagency agreement or personnel agreement will control.

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

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.

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 Xavier. The Parties agree to ensure that promotional materials describing or resulting from this MOU do not contain statements implying that EPA endorses Xavier or its products or services. This includes statement 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.

Under Federal ethics rules, EPA may not endorse products or services provided by private entities. Nothing in this MOU constitutes an endorsement by either party of the products, services, and/or fundraising activities of the other. Xavier agrees not to make statements to the public at workshops and meetings, promotional literature, on its web site or through any other media that imply that EPA endorses Xavier or any service or product offered by Xavier. In addition, Xavier agrees not to make statements that imply that EPA supports Xavier's efforts to raise public or private funds. Any statements or promotional materials prepared by Xavier that describe this MOU must be approved in advance by EPA.


This MOU is not intended to result in any legal obligations on the part of either Xavier 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 Xavier or EPA, their officers or employees, or any other person. Xavier 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 sixty (60) days written notice to other party. This MOU will terminate three (3) years from the latest date of execution below. The parties may mutually agree to extend this MOU by written agreement, however any such extension is to be limited to a period of one (1) year.

Signed:

  
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**DR. NORMAN C. FRANCIS**  
PRESIDENT  
XAVIER UNIVERSITY – LOUISIANA

11/9/2010  
(Date Signed)

  
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**LISA P. JACKSON**  
ADMINISTRATOR  
U.S. ENVIRONMENTAL PROTECTION AGENCY

Nov. 9, 2010  
(Date Signed)