

**Memorandum of Understanding, August 2010**  
**between**  
**U. S. Environmental Protection Agency and the Associated Colleges of the South**

**Purpose**

The purpose of this Memorandum of Understanding (MOU) is to increase cooperation between the ten colleges in the Associated Colleges of the South consortium which are located within Region 4 of the United States Environmental Protection Agency (EPA): Birmingham-Southern College (Alabama); Centre College (Kentucky); Davidson College (North Carolina); Furman University (South Carolina); Millsaps College (Mississippi); Morehouse College and Spelman College (Georgia); Rhodes College and Sewanee: University of the South (Tennessee); and Rollins College (Florida); hereafter to be referred to collectively as ACS institutions, and the EPA (the Parties) in areas of mutual interest. Implementation of the Program Activities in this MOU will promote equal opportunity in higher education, contribute to ACS institutions' capacity to provide high-quality education, and encourage the participation of ACS institutions' students and faculty in 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.

Associated Colleges of the South (ACS) is a consortium of sixteen distinguished liberal arts colleges and universities. They are nationally recognized institutions located in the South, encompassing twelve states (EPA REGION 3--Virginia, University of Richmond & Washington and Lee University. EPA REGION 6-- Texas, Southwestern University & Trinity University; Louisiana, Centenary College of Louisiana; Arkansas, Hendrix College. EPA REGION 4-- given above.) All sixteen institutions offer a major, a minor, a concentration, or a program in Environmental Studies, and several offer multiple environmental studies foci, as well as dual degrees with institutions like Duke University and Vanderbilt University. Many ACS institutions also support Earth Science majors and minors, as well as degrees in biochemistry, biology, chemistry, computer and information sciences, geography, geology, engineering, mathematics, physics, and tradition liberal arts degrees.

**1. Program Activities.**

Through this MOU, ACS institutions and EPA Region 4 express their intention to build a cooperative working relationship in areas of mutual interest over the next two years, including participation by ACS institutions in the EPA Region 4 Collegiate Environmental Sustainability Initiative. Under this initiative, EPA Region 4 seeks to establish partnerships with colleges and universities in the southeast to foster environmental sustainability in campus infrastructure and curriculum and to develop a pool of culturally diverse and qualified graduates to address environmental challenges of the future. ACS institutions and EPA Region 4 recognize there are many possible areas where enhanced cooperation would

be mutually beneficial. ACS institutions and EPA Region 4 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) ACS student internships with EPA Region 4, including encouraging ACS students to apply for the competitive internship programs and participate in various training and educational programs offered by EPA.

b) EPA Region 4 participation in career fairs and other outreach efforts to ACS students, faculty, and alumnae regarding EPA employment opportunities.

c) ACS 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 ACS institutions.

e) Provision of EPA experts and/or resources for environmental curriculum development and guest lectures at ACS institutions.

f) EPA Region 4 staff members serving as mentors of ACS students.

g) Joint research projects between EPA Region 4 and ACS institutions.

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) Exploration of the feasibility of environmental science and policy student research symposia at participating ACS schools.

## **2. Program Administration.**

The Parties shall establish a Program Committee consisting of appropriate representatives of ACS institutions and EPA Region 4 to manage implementation of this MOU. The Program Committee will meet at regular intervals, alternating meeting locations between appropriate ACS institutions and EPA Region 4, unless agreed otherwise by the Program Committee.

ACS institutions designate Wayne Anderson, ACS president, to administer this MOU on behalf of ACS institutions, working with ACS institutions' presidents, academic deans, and others 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 the 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 assignment 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 ACS institutions 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 ACS institutions. ACS institutions hereby grant to the government a royalty-free, non-exclusive, 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 ACS institutions pursuant to the terms of the 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 projects and services provided by ACS institutions. The Parties agree to ensure that promotional materials describing or resulting from this MOU do not contain statements implying that EPA endorses ACS institutions or their 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 ACS institutions 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 ACS institutions or EPA, their officers or employees, or any other person. ACS institutions 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 the other party. This MOU will terminate two years from the date of execution below.

Representatives of ACS institutions and EPA Region 4 sign below,  
this 17<sup>th</sup> day of August, 2010.

Signed:

---

Dr. John A. Roush  
Chair, Board of Directors  
Associated Colleges of the South

---

A. Stanley Meiburg  
Acting Regional Administrator  
U.S. Environmental Protection Agency  
Region 4