American Samoa
Community College

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

U.S. ENVIRONMENTAL PROTECTION AGENCY
SMALL BUSINESS PROGRAM
ASIAN AMERICANS AND PACIFIC ISLANDERS INITIATIVES

AND

AMERICAN SAMOA COMMUNITY COLLEGE

Memorandum of Understanding Between
U.S. Environmental Protection Agency and American Samoa Community College

Purpose

The purpose of this Memorandum of Understanding (MOU) is to increase cooperation between American Samoa Community College (ASCC) and the United States Environmental Protection Agency (EPA). This MOU builds on ASCC and EPA's previous successful collaborations and is intended to help advance the development of the full human capital of American Samoa, promote equal opportunity in higher education, contribute to ASCC and other Asian American and Native American Pacific Islander Serving Institutions' (AANAPISIs) capacity to provide high-quality education, and encourage the participation of AANAPISIs in EPA programs.

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 in science and technology to fulfill its mission. In order to meet environmental research needs and encourage full representation of all citizens, the dwindling participation of diverse students should be addressed with innovative partnerships.

ASCC is accredited by the Accrediting Commission of Community and Junior Colleges and the Western Association of Schools and Colleges. In 1970, ASCC was established as part of the American Samoa Department of Education to provide post-secondary education opportunities in the liberal arts, teacher training, vocational-technical education and general education, to the residents of American Samoa.

1. Partnership Activities

Through this MOU, ASCC and EPA express their intention to work together to enhance cooperation over the next five years. ASCC and EPA recognize that there are many possible areas in which enhanced cooperation could be beneficial, including but not limited to the areas listed below. ASCC and EPA may agree to work to enhance cooperation in other areas without amending this MOU.

a) AANAPISIs Student internships and Co-op's with EPA during the summer and/or the academic year.
b) EPA participation in career fairs, on-campus career orientations, and other outreach to AANAPISIs and ASCC to make students, faculty and alumni aware of EPA employment opportunities.
c) AANAPISIs faculty and student participation from ASCC and AANAPISIs in public policy forums, presentations, and other events at EPA.
d) EPA staff participation in lectures, conferences, and other events at ASCC.
e) EPA to support the sponsorship and attendance at ASCC national and international conferences and forums on issues of mutual interest.
f) An EPA "Scholar in Residence" at ASCC and AANAPISIs during academic semesters.

g) Provision of EPA experts and/or resources for environmental curriculum development and teaching at ASCC and AANAPISIs.
h) Enhanced access by ASCC and AANAPISIs faculty and students to EPA research facilities and instrumentation.
i) ASCC and AANAPISIs faculty serving as visiting scientists at EPA.
j) EPA staff members serving as mentors or coaches for ASCC and AANAPISIs students.
k) Joint research projects between ASCC, AANAPISIs and EPA.
l) Sharing information about initiatives of third parties that are of potential interest to ASCC, AANAPISIs or EPA.
m) Development of electronic bulletin boards, email lists, networks and other means to support program activities, increase their visibility, and promote participation in them.
n) Enhancing career opportunities for EPA employees through AANAPISIs Continuing Education programs.
o) Provide ASCC and AANAPISIs with information about available scholarships, fellowships, stipends, and grants, as well as about opportunities for contracts and cooperative agreements.
p) Provide assistance to ASCC and AANAPISIs which may include, but is not limited to, information and technical assistance about the preparation of applications or proposal for EPA grants, contracts, or cooperative agreements and access to Federal surplus and excess property (in accordance with Federal laws governing disposal of such property).

2. MOU Administration

This MOU is a means for improving collaboration of EPA with AANAPISIs. The Parties plan to establish a partnership committee consisting of appropriate representatives of ASCC and EPA to manage the implementation of this MOU. The partnership committee is expected to meet at least twice per year via teleconference.

ASCC and EPA plan to designate key level personnel within their respective organizations to coordinate their administration of this MOU. EPA designates the EPA National Program Manager for the White House Initiative on Asian Americans and Pacific Islanders to administer this MOU on behalf of EPA. ASCC designates its President or appointed delegate

The implementation of this MOU is expected to include involvement by various EPA offices, Regions, or 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. This MOU does not create any exemptions from federal statutes, regulations or policies relating to public involvement, employment, the assignment of employees of the parties to perform duties under this MOU, and competition for grants and contracts.

If either party finds that an activity to be undertaken pursuant to this agreement may result in the creation of intellectual property or may require the sharing of proprietary information or the use of EPA facilities, the parties agree to negotiate separate agreements to address those matters. By signing this MOU, EPA is not endorsing ASCC in any way, nor will EPA engage in any fundraising activities for or on behalf of ASCC. Neither party shall make any statements to imply or suggest that EPA endorses ASCC. **The EPA seal, displayed on 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 not intended to result in any legal obligations on the part of either ASCC or EPA. This MOU does not create any right or benefit, enforceable by law or equity, against ASCC or EPA, their officers or employees, or any other person. ASCC 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.

This MOU is to take effect upon the signature of the parties and remain in effect for a period of five (5) years. This MOU may be extended or modified, at any time by the mutual written consent of the parties. Additionally, a party may terminate its participation in this MOU at any time by providing written notice to the other party at least sixty (60) days in advance of the desired termination date.

Representatives of both ASCC and EPA sign below this **19th day of May 2010** in recognition of the terms set forth herein.

Signed:

Dr. Seth Galea'i
President
American Samoa Community College

Jeanette L. Brown
Director
EPA Office of Small Business Programs