Memorandum of Understanding

Between

Mississippi Gulf Coast Community College

and

U.S. Environmental Protection Agency

Gulf of Mexico Program

October 1, 2013

Background

U.S. Environmental Protection Agency

The mission of the U.S. Environmental Protection Agency (EPA) is to protect human health and the environment.

EPA's purpose is to ensure that:

- all Americans are protected from significant risks to human health and the environment where they live, learn, and work;
- national efforts to reduce environmental risk are based on the best available scientific information;
- federal laws protecting human health and the environment are enforced fairly and effectively;
- environmental protection is an integral consideration in U.S. policies concerning natural resources, human health, economic growth, energy, transportation, agriculture, industry, and international trade, and these factors are similarly considered in establishing environmental policy;
- all parts of society (communities, individuals, businesses, and state, local and tribal governments) have access to accurate information sufficient to effectively participate in managing human health and environmental risks;
- environmental protection contributes to making our communities and ecosystems diverse, sustainable and economically productive; and
- the United States plays a leadership role in working with other nations to protect the global environment.

U.S. Environmental Protection Agency's Gulf of Mexico Program

The Gulf of Mexico Program (Gulf Program or Program) was initiated in 1988 by the U.S. Environmental Protection Agency as a non-regulatory program. Founded on the threefold principles of partnership, science-based information, and citizen involvement, the Gulf Program joined the Great Lakes and Chesapeake Bay Programs as flagships of the nation's efforts to apply an adaptive management approach to large coastal freshwater and marine ecosystems. The mission of the Program is to facilitate collaborative actions to protect, maintain, and restore the health and productivity of the Gulf of Mexico in ways consistent with the economic well-being of the Region.

The Gulf Program provides a broad geographic focus on the major environmental issues in the Gulf, and from its inception, was envisioned as a multiagency partnership endeavor based on the simple premise that no one agency or institution alone has the technical skills, financial resources, or legislative authority needed to resolve the environmental or natural resource

problems confronting an ecological system the size of the Gulf. The Program's success comes from its ability to engage many people across the Gulf region for leadership and to implement projects that move in an environmentally and economically sound direction.

Mississippi Gulf Coast Community College

The mission of Mississippi Gulf Coast Community College (MGCCC) is to meet the educational and community needs in George, Harrison, Jackson, and Stone counties by providing superior instruction through traditional and technological formats. The college embraces lifelong learning, productive citizenship, service learning, and leadership development in a dynamic and innovative learning environment.

MGCCC's vision is to become a globally competitive learning community with an entrepreneurial spirit that cultivates student success.

The core values of MGCC include:

- Accountability-an acceptance of responsibility for appropriate actions, obligations, and duties.
- Collaboration-a process that facilitates transfer of knowledge, skills, and attainment of common goals.
- Excellence-a motivation where the highest standards are viewed as benchmarks to surpass.
- Integrity-a commitment to honesty and ethical behavior in all situations.
- Leadership-a process of directing groups of people toward a common goal.
- Respect-a feeling of esteem or regard for the unique qualities of individuals.
- Service-an action performed for others without the desire for personal gain.

Purpose

The purpose of this Memorandum of Understanding (MOU) is to increase cooperation between Mississippi Gulf Coast Community College and the U.S. Environmental Protection Agency's Gulf of Mexico Program in areas of mutual interest. The implementation of program activities in this MOU is intended to promote equal opportunity in higher education, contribute to the capacity of the Gulf Program to provide high-quality education, encourage participation of MGCCC students and faculty in the Gulf Program's activities, and assist the Gulf Program in expanding the conversation on environmentalism and working for environmental justice while stimulating an interest in science, technology, engineering, and mathematics.

Since 1970, the stated mission of the EPA has been to protect human health and the environment. In order to accomplish the mission, we must work to ensure that citizens are environmentally informed. We must create opportunities for citizens to become educated on the processes of the

EPA with particular focus on the Gulf Program. By partnering with MGCCC's Estuarine Education Center, the Gulf Program seeks to raise awareness on issues impacting the Gulf of Mexico and the citizens who rely either directly or indirecting on this critical resource.

The MGCCC's Estuarine Education Center (Estuarine Center) is a hub of experientially based learning. The Estuarine Center includes an expansion of the MGCCC's environmental and marine technology programs with the additions of natural resource management and outdoor recreation leadership as associate degree programs. It serves as the focal point for community-based outreach and research based programs.

The Gulf Program and MGCCC will enter into a Memorandum of Understanding with the goal of providing students with opportunities to gain experiential knowledge relative to environmental programs and activities in the Gulf of Mexico, offering lectures that center on topics that fall under the Gulf Program's purview (water quality, habitat conservation, living & coastal marine resources, and community resilience), and providing opportunities, when resources are available, for students to take part in a competing for on the job training offered at the Gulf Program.

By entering into this MOU, the Gulf Program and MGCCC will work collaboratively to offer environmental education opportunities to students of MGCCC's Estuarine Center. The MOU will promote enhanced coordination, when applicable and appropriate, in the areas of water quality, habitat restoration, community resilience, living & coastal marine resources, and environmental justice.

Program Activities

Through this MOU, MGCCC and the Gulf Program (collectively referred to as the Parties) intend to work together to enhance environmental education in tandem with stimulating interest in restoration and preservation of the Gulf of Mexico. The Parties recognize that there are many possible areas in which enhanced cooperation could be beneficial and therefore may agree to work to enhance cooperation in other areas without amending this MOU. The areas of cooperation anticipated by the MOU include, but are not limited to:

- Internships and Co-ops;
- Research Opportunities (i.e., students monitoring water quality);
- Gulf Program Staff Lectures or others, if applicable; and,
- Community Outreach and Engagement (i.e., educational workshops or meetings).

Program Administration

The Parties plan to establish a Program Committee consisting of appropriate representatives of MGCCC and the Gulf Program to manage the implementation of this MOU. The Program Committee is expected to meet regularly on a quarterly basis, alternating meeting locations between MGCCC and the Gulf Program, unless agreed otherwise by the Program Committee.

The following individuals are designated to administer this MOU on behalf of the Parties:

MGCCC:

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Gulf Program:

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Limitations

Each party will bear its own costs for activities undertaken in furtherance of this MOU. All commitments that the Gulf Program 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, cooperative agreement, interagency agreement, or incur other financial obligations. This MOU does not create any exemption 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 fundraising activities of either party. Neither party shall make statements pursuant to this MOU that imply such endorsements. The EPA and Gulf Program seal, displayed on the cover page of this MOU, may only be used for official agency purposes, including identifying EPA's Gulf Program as a party to this MOU. Any other

use of the EPA and Gulf Program seal is prohibited and may be a violation of section 43 of the Lanham Act (15 U.S.C 1125).

The parties agree that any copyrightable subject matter, including but not limited to, journal articles, training, educational or informational materials or software created jointly by the parties for the activities conducted under this MOU may be copyrighted by MGCCC. MGCCC hereby grants to the government a royalty free nonexclusive, irrevocable right to reproduce, distribute, make derivative works and publish or perform the work(s) publically or to authorize others to do the same on its behalf. The parties agree that any patented inventions created by MGCCC pursuant to the terms of this MOU will be jointly owned by the Parties regardless of inventorship, unless an alternative agreement indicated otherwise.

The MOU is not intended to result in any legal obligations on the part of either MGCCC or the Gulf Program. This MOU does not create any right or benefit, enforceable by law or equity, against MGCCC or the Gulf Program, their officers or employees, or any other person. The Parties 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.

Commencement/Duration/Modification/Termination

This MOU is to take effect upon the signature of the Parties and remain in effect for a period of three years. This MOU may be extended or modified at any time per 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 ninety (90) days in advance of the desired termination date.

Representatives of both MGCCC and the Gulf Program sign below this 1st day of October 2013 in recognition of the terms set forth herein.

Signed:

Ben Scaggs 10-1-13

Ben Scaggs, Director
U.S. Environmental Protection Agency
Gulf of Mexico Program
Stennis Space Cener, MS

Mary S. Graham 10-1-13

Dr. Mary Graham, President
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