

Memorandum of Understanding
Between
Pearl River Community College
Honors Institute



and

U.S. Environmental Protection Agency
Gulf of Mexico Program



NOVEMBER 26, 2012
Insert Date

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) 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.

The Gulf Program's evolution stemmed from the development of many initiatives which center on long-term restoration and protection of the Gulf: Gulf of Mexico Alliance and Gulf Coast Ecosystem Restoration Task Force to name a few.

The Gulf of Mexico Alliance (Alliance) is a partnership, initiated in 2004, by the states of Alabama, Florida, Louisiana, Mississippi, and Texas, with the goal of significantly increasing regional collaboration to enhance the environmental and economic health of the Gulf of Mexico. The Alliance variety of partners including state and federal agencies, the Gulf of Mexico Foundation, the Northern Gulf Institute, the Harte Research Institute, the Nature Conservancy and the six Mexican states.

The Alliance has six priority issues that are regionally significant and can be more effectively addressed through collaboration at state, local, and federal levels. Each issue area has a team of scientists and resource managers working to establish priorities and plans to address the most pressing issues. The priority issues are: water quality, habitat conservation and restoration, environmental education, ecosystem integration and assessment, nutrient and nutrient impacts, and coastal community resilience. The Alliance emphasizes actions within these six priorities that support Gulf Coast recovery, rebuilding and sustainability efforts, and that work to mitigate environmental impacts and economic disruptions from future hurricanes, sea level rise, and other coastal hazards.

The Gulf Coast Ecosystem Restoration Task Force (Task Force) was established to coordinate intergovernmental efforts, planning, and the exchange of information in order to better implement Gulf Coast ecosystem restoration and facilitate appropriate accountability and support throughout the restoration process. The Task Force, as directed by Executive Order 13554, developed a comprehensive strategy that contains four overarching goals to guide collective actions at the local, state and federal levels that are necessary to reverse the ongoing decline and restore the Gulf Coast's ecosystem: restore and conserve habitat, restore water quality, replenish and protect living coastal and marine resources, and enhance community resilience.

The Alliance's and Task Force's objectives underpin the Strategic Goals of the Gulf of Mexico Program. Both initiatives strengthen our efforts in promoting sound science while expanding environmental literacy among all in the protection of the Gulf.

Pearl River Community College

The Pearl River Community College (PRCC) is a public institution committed to providing quality educational and service opportunities for all who seek them.

The PRCC's strategic goals are to:

- To prepare students to transfer and be successful in their studies at baccalaureate institutions and/or to be successful in careers for which they have been prepared.
- To provide quality student services.
- To provide access to college courses and programs using various instructional methods, including distance education.
- To employ qualified faculty and staff, compensate them well, and provide opportunities for their professional development.
- To provide facilities, technology, and support staff in order to improve student learning, enhance faculty and staff performance, augment community services, and make college services available via the Internet.
- To improve communication among campus personnel and community members regarding the College goals, objectives, and activities.
- To recruit and retain students from a diverse population.
- To provide workforce training programs that meet requirements of business, industry, educational, and public service agencies for basic skills, specific job skills, and technical skills training.

Purpose

The purpose of this Memorandum of Understanding (MOU) is to increase cooperation between Pearl River 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 PRCC 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 PRCC's Honors Institute, the Gulf Program seeks to raise awareness on issues impacting the Gulf of Mexico and the citizens who rely either directly or indirectly on this critical resource.

The PRCC Honors Institute aims to provide the College's intellectually gifted students with an enriched and challenging curriculum, to foster individual scholarship and research, and to extend this spirit of academic enrichment beyond the campus into the community at large.

PRCC has provided opportunities for students to pursue higher education and has increased the pool of professionals that are available to meet the Nations' scientific, financial, academic, political, artistic and cultural needs. The participation of PRCC's Honors Institute in federal programs promotes infrastructure development, increases PRCC's capacity to provide high-quality education and increases the supply of highly educated, diverse professionals.

The Gulf Program and PRCC will enter into a Memorandum of Understanding with the goal of providing students with opportunities to gain experiential knowledge relative to water quality, 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 internships offered at the Gulf Program.

By entering into this MOU, the Gulf Program and PRCC will work collaboratively to offer environmental education opportunities to students of PRCC Honors Institute. 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, PRCC 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 PRCC 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 PRCC 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:

PRCC:

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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 PRCC. PRCC 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 PRCC 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 PRCC or the Gulf Program. This MOU does not create any right or benefit, enforceable by law or equity, against PRCC 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

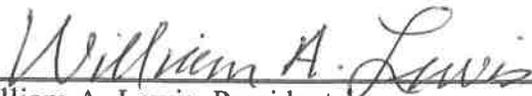
This MOU is to take effect upon the signature of the Parties and remain in effect for a period of three years. This MOU may be extended or modified at any time per mutual written consent of the parties. Additionally, a Party may terminate its participation in this MOU at any time by providing written notice to the other Party at least ninety (90) days in advance of the desired termination date.

Representatives of both PRCC and the Gulf Program sign below this 15th day of October 2012 in recognition of the terms set forth herein.

Signed:



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



Dr. William A. Lewis, President
Pearl River Community College
Poplarville, MS