

Memorandum of Understanding
Between
University of Southern Mississippi



THE UNIVERSITY OF
SOUTHERN
MISSISSIPPI.

GULF COAST RESEARCH
LABORATORY

and

U.S. Environmental Protection Agency
Gulf of Mexico Program Office



June 19, 2015

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 Office (Gulf Office or Office) 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 Office 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 Office 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 Office 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 Office'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.

University of Southern Mississippi

The mission of The University of Southern Mississippi is to cultivate intellectual development and creativity through the generation, dissemination, application and preservation of knowledge. Our mission is supported by the values that have been formed through the history and traditions of our institution. These values are widely and deeply held beliefs of our faculty, staff, students, and administrators:

- Education provides opportunities to improve the quality of intellectual, social, economic, and personal well-being.
- Our success is reflected by the degree to which our students become well-read, articulate, and creative and critical thinkers.
- We cherish innovation in the creation and application of basic and applied research findings, creative and artistic expression, meaningful learning experiences, the scope of services provided to our students and the broader community that we sustain, and the continuing evolution of degree programs that both respond to and anticipate the evolving demands of our society, employers, and the labor market.
- Education encourages and advances the ideals of a pluralistic democratic society: civic responsibility, integrity, diversity, and ethical behavior.
- Academic freedom and shared governance are long-established and living principles at the university. We cherish the free exchange of ideas, diversity of thought, joint decision-making, and individuals' assumption of responsibility.
- We make efficient and effective use of our resources, for we are accountable to our university communities, the Board of Trustees, and taxpayers.

Purpose

The purpose of this Memorandum of Understanding (MOU) is to increase cooperation between University of Southern Mississippi (USM) and the U.S. Environmental Protection Agency's Gulf of Mexico Program Office 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 Office to provide high-quality education, encourage participation of USM

students and faculty in the Gulf Office's activities, and assist the Gulf Office 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. By partnering with USM's Gulf Coast Research Laboratory through its Marine Education Center, the Gulf Office 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 USM's Gulf Coast Research Laboratory (GCRL) is a marine/coastal research and education enterprise sited in Ocean Springs, Mississippi and is a unit of The University of Southern Mississippi's College of Science and Technology. Research at GCRL is multidisciplinary and applications-oriented with a focus on sustainable coastal and marine resources, development of new marine technologies, and the education of future scientists and citizens. Education opportunities span graduate degree programs in coastal sciences, undergraduate field courses in marine biology and hands-on discovery programs for precollege students and teachers. The Laboratory's undergraduate and informal outreach programs are conducted and managed through the Marine Education Center.

The Marine Education Center (MEC) is the education and outreach arm of the University of Southern Mississippi's Gulf Coast Research Laboratory. The MEC endeavors to enlighten the citizenry to produce a cadre of well informed and knowledgeable stewards of our coastal ecosystems. The Center supports a career based working environment utilizing formal, non-formal, free-choice learning and higher education strategies focusing on the coastal ecosystems of the north-central Gulf of Mexico to promote careers in marine sciences and foster community involvement.

The Gulf Office and USM will enter into a Memorandum of Understanding with the goal of providing students with opportunities to gain experiential knowledge relative to environmental/marine programs and activities in the Gulf of Mexico, offering lectures that center on topics that fall under the Gulf Office's and USM's purview (water quality, habitat conservation, environmental education, 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 Office.

By entering into this MOU, the Gulf Office and USM will work collaboratively to offer environmental education opportunities to students of USM's Gulf Coast Research Laboratory. The MOU will promote enhanced coordination, when applicable and appropriate, in the areas of water quality, habitat restoration, community resilience, environmental education, and environmental justice.

Program Activities

Through this MOU, USM and the Gulf Office (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 Office Staff Lectures or others, if applicable; and,
- Educational Outreach and Engagement (i.e., educational programs, trainings, or workshops).

Program Administration

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

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

USM:

Mr. Chris Snyder
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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 Office 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 Office seal, displayed on the cover page of this MOU, may only be used for official agency purposes, including identifying EPA's Gulf Office as a party to this MOU. Any other use of the EPA and Gulf Office 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 USM. USM 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. In the event that employees of more than one party make an invention, the invention shall be jointly owned by the parties employing the inventors. Inventorship shall be determined in accordance with U.S. Patent law.

The MOU is not intended to result in any legal obligations on the part of either USM or the Gulf Office. This MOU does not create any right or benefit, enforceable by law or equity, against USM or the Gulf Office, 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 USM and the Gulf Office sign below this 29th of June, 2015 in recognition of the terms set forth herein.

Signed:



A handwritten signature in black ink, appearing to read "Ben Seaggs, CAS", written over a horizontal line.

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



A handwritten signature in blue ink, appearing to read "Rodney D. Bennett", written over a horizontal line.

Dr. Rodney D. Bennett, President
University of Southern Mississippi
Hattiesburg, MS