



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 2
290 BROADWAY
NEW YORK, NY 10007-1866

RECEIVED
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OCT 6 2011

Dr. David Hall
President, University of the Virgin Islands
Office of the President
University of the Virgin Islands
Administration and Conference Center
#2 John Brewers Way
St. Thomas, U.S. Virgin Islands 00802-9990

Dear Dr. Hall:

It is my pleasure to provide you with a signed copy of the Memorandum of Understanding between the University of the Virgin Islands and the United States Environmental Protection Agency, Region 2. As requested, I am also providing you with a copy of Attachment A. I look forward to working with you to establish a mutually beneficial working relationship.

Sincerely,

A handwritten signature in blue ink, appearing to read "Donna Vizian".

Donna Vizian
Assistant Regional Administrator for Policy and
Management

Enclosures

cc: Carl Soderberg
Director, Caribbean Environmental Protection Division



University of the Virgin Islands



MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNIVERSITY OF THE VIRGIN ISLANDS
AND THE
U. S. ENVIRONMENTAL PROTECTION AGENCY
REGION 2
SEPTEMBER 2011

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE UNIVERSITY OF THE VIRGIN ISLANDS
AND THE
U. S. ENVIRONMENTAL PROTECTION AGENCY REGION 2**

Purpose

The purpose of this Memorandum of Understanding (MOU) is to establish a mutually beneficial working relationship between the United States Environmental Protection Agency (EPA) Region 2 and the University of the Virgin Islands (UVI), collectively known as "the Parties."

Background

The mission of the 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 pollution are based on the best available scientific information;
- 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 and local governments -- have access to accurate information sufficient to effectively participate in addressing 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.

EPA Region 2 includes New Jersey, New York, Puerto Rico, the U.S. Virgin Islands and eight federally-recognized Indian Nations in New York and serves more than 31 million residents, primarily concentrated in urban areas. The Region is home to unique and vast ecosystems, such as the New Jersey Pine Barrens, the Adirondack State Park (the largest publicly protected area in mainland U.S.), the Hudson River, Niagara Falls, the Caribbean National Forest and the Virgin Islands National Park.

EPA has a consistent demand for highly trained, diverse professionals with science, engineering, administrative, legal and other technological skills to fulfill its mission. Broadening opportunities for and enabling participation of all individuals are essential to the health and vitality of science and technology. In order to fulfill EPA's mission and encourage full representation of the nation's citizens, EPA is seeking partnerships with Minority Academic Institutions (MAIs), including Historically Black Colleges and Universities (HBCUs).

The participation of HBCUs in federal programs increases their capacity to provide high-quality education and increases the supply of highly trained, diverse professionals. UVI is the only Historically Black College and University (HBCU) geographically located within Region 2, and is well placed to benefit from the activities envisioned by this MOU.

Established in 1962, UVI is a learner-centered HBCU dedicated to the success of its students and committed to enhancing the lives of the people of the U.S. Virgin Islands and the wider Caribbean through excellence in teaching, innovative research, and responsive community service. UVI provides a diverse student body with exceptional opportunities to participate in creative intellectual pursuits. UVI is led by a faculty committed to the advancement of knowledge and the guidance of students in the attainment of rigorous academic goals. UVI's Academic component offers a broad range of baccalaureate and master's degrees through its Schools (Business, Education and Nursing) and Colleges (Liberal Arts and Social Sciences and Science and Mathematics). The College of Science and Mathematics in particular offers AAS degrees in Process Technology, AS degrees in Computer Science and Physics, BA degrees in Biology, Chemistry, Marine Biology and Mathematics, BS degrees in Applied Mathematics, Biology, Chemistry, Computer Science, Marine Biology and Mathematics and Master's degrees in Mathematics for Secondary Education Teachers, and in Marine and Environmental Science.

UVI's Research and Public Service component is the arm of the University principally responsible for defining and solving problems through research and providing quality services that address needs of the community and the region. The component's units engaged in agricultural, biological, environmental and social science research and community engagement, include the Agricultural Experiment Station, Cooperative Extension Service, Center for Marine and Environmental Studies, Eastern Caribbean Center and the Water Resources Research Institute. UVI is also hosting the Virgin Islands Experimental Program to Stimulate Competitive Research (VI-EPSCoR), an NSF funded initiative designed to support research infrastructure development and promote interdisciplinary research in Caribbean coastal ecosystems.

UVI has provided and desires to enhance opportunities for a diverse population of students to pursue higher education, and to strengthen its efforts in increasing the pool of professionals that are prepared and available to meet the nation's scientific, financial, academic, diplomatic, political, artistic and cultural needs.

Program Activities

This MOU provides for a long-term recruitment and educational relationship between UVI and the EPA aimed at achieving the following:

1. To bring qualified employees into EPA's workforce, particularly in science and engineering positions.
2. To promote a positive awareness of the work of EPA through an organized speaker's program and dissemination of EPA publications.
3. To facilitate the transfer of relevant EPA information to assist curriculum development and to foster the exchange of ideas with key university faculty.
4. To enhance opportunities for grant funding for training activities and environmental education.
5. To assist UVI in better setting and achieving goals in areas that are pertinent to the protection of the environment, and in particular in the areas of Leadership in Energy, Recycling and Environmental Design certification for buildings.
6. To cooperate in efforts to strengthen and enhance mutually beneficial scientific initiatives and activities conducted jointly and independently by the UVI and EPA Region 2.

Through this MOU, the Parties express their intention to work together to enhance cooperation. The Parties recognize that there are many possible areas in which enhanced cooperation could be beneficial, including but not limited to the areas listed below. The Parties may agree to work to enhance cooperation in other areas without amending this Agreement.

The following are the chief components of the MOU:

Recruitment and Career Assistance - The Parties will participate in on-campus/electronic career/job fairs and provide seminars on pursuing a public service career including career development assistance, information about available employment opportunities, and mentoring. The Parties will explore and exchange information on opportunities for internships within EPA Region 2.

Visiting Environmental Professionals Program - The Parties will participate in an on-campus speakers' program to conduct class discussions, mini-courses, and lectures to expose students and faculty to the connection between the practical problems of waste management, emergency planning and response, and environmental cleanup and control.

Technical Assistance - EPA Region 2 personnel will encourage, facilitate, coordinate and provide technical assistance, where applicable, with UVI faculty, staff and students. This may include visits by EPA Region 2 personnel to the UVI and visits by UVI faculty, staff, and students to EPA Region 2 facilities. The forum for the visits may include consultations, meetings, workshops, and seminars relating to environmental monitoring, e.g., field, analytical and quality assurance activities, to the extent funding is available.

Training and Site Visits - EPA Region 2 will coordinate with UVI in the arrangement of faculty and student attendance at training courses and selected site visits.

Grants - The Parties will arrange and/or provide information on publicly available EPA training opportunities (e.g., seminars, workshops, and webinars) on grants topics, graduate/undergraduate fellowships, internet strategies for monitoring of grant opportunities, service on peer review committees, and opportunities to partner with other institutions.

Green Buildings - EPA Region 2 will provide information on the Leadership in Energy & Environmental Design (LEED) certification for the new EPA office space in Puerto Rico. Region 2 will also provide information on the green technologies being used at the Edison facility. When possible, the EPA will help find speakers for UVI on green buildings and provide information on EPA green building tools and programs.

Scientific Equipment Loans - To the extent authorized by Federal property disposal regulations and policies, EPA may provide excess and surplus scientific equipment to the UVI that meet the needs of current and planned education, research and/or training programs, particularly within UVI's College of Science and Mathematics and within UVI's Research and Public Service Program. The equipment loaned by EPA will remain the property of EPA until transferred to the UVI in accordance with Federal property regulations and policies. The UVI, with separate research components, may participate in the equipment loan program. EPA and UVI will identify how equipment transfer charges would be paid, i.e., EPA, UVI, or a combination thereof. When EPA pays the full transportation cost, the gaining institution must present a statement certifying funds are not available to support moving the equipment.

Greening the Campus - EPA staff will provide information and guidance to University staff and students in order to establish environmental sustainability practices on the campus, including but not limited to: water conservation, renewable energy, energy efficiency, waste reduction, recycling, composting, food donation, nontoxic cleaning products, nontoxic turf management and pest control and procurement of green products.

Program Administration

The Parties have established a Program Committee consisting of appropriate representatives of UVI and EPA Region 2 to manage the implementation of this Agreement. UVI has identified the Dean of the College of Science and Mathematics as its member of the Committee. Region 2 has identified the Assistant Regional Administrator, Office of Policy and Management (OPM) and the Director, Caribbean Environmental Protection Division, as its members of the Committee. The Virgin Islands Coordinator will be designated as the UVI MOU Coordinator. The UVI MOU Coordinator will support UVI's representative and coordinate administrative, scientific and technical support for MOU initiatives and program activities.

In accordance with the Omnibus Territories Act, 48 U.S.C. § 1469a, as amended ("OTA"), EPA has the authority to waive certain requirements for matching funds under EPA grants to Insular Areas, which includes the authority to waive match requirements up to \$200,000, (see Attachment A) when the appropriate request from the Virgin Islands Government applicant agency, department or instrumentality is provided with each Federal financial assistance application submitted to EPA. Requests for waivers of the matching requirements above \$200,000 are subject to EPA's discretion and may require additional justification and supporting documentation for EPA's consideration.

Terms and Conditions

Each party will bear its own costs for activities undertaken in furtherance of this MOU. Nothing herein shall be construed to require the EPA or UVI to obligate or expend funds on behalf of the goals, objectives, or responsibilities set forth in this MOU, or give rise to a claim for compensation for services performed to further the goals of this agreement. Any obligation or expenditure of funds by the EPA or UVI in furtherance of the goals of this MOU must be consistent with all applicable legal authorities that govern each party's action. All obligations and expenditures of funds by EPA or UVI will be subject to the availability of appropriations and EPA's or UVI's discretion in making budgetary determinations.

This MOU is not a contractual or a financial obligation instrument. Nothing in this MOU shall obligate either of the Parties to expend appropriations or to enter into any contract or other obligations or be cited as the basis for the promise or transfers of

funds. Collaboration under this MOU shall be in accordance with applicable statutes and regulations.

This MOU does not restrict the Parties from participating in similar activities or arrangements with other entities or Federal agencies.

Either of the Parties may unilaterally withdraw at any time from this MOU by transmitting a signed written notice to that effect to the other Party. By mutual agreement, which may be either formal or informal, each party may modify the list of intended activities set forth above, and/or determine the practical manner by which the goals, purposes and activities set forth in this MOU will be accomplished. Modification to other written parts of this MOU must be made in writing and signed by either the Parties or their designees.

Nothing in this MOU shall be construed to authorize or permit any violation of any Federal, State or local law, including, but not limited to, any environmental law administered and/or enforced by EPA.

UVI agrees that they do not expect, nor will they ever seek to compel from EPA in any judicial forum, the payment of money, services or other thing of value from EPA based upon the terms of this MOU. The foregoing provision does not in any way affect any legal rights accruing to the Parties by virtue of any other law, contract and/or assistance agreement. UVI understands and acknowledges that, as an institution of the Federal Government, EPA has a duty to refrain from providing any commercial entity an exclusive privilege without receiving payment therefore and, as a consequence, that EPA's relationship with UVI in no way affects, alters or otherwise constrains EPA's right to provide similar (or identical) services to, or establish similar (or identical) relationships with, any other entity.

The Parties understand that EPA's participation in this MOU does not constitute an endorsement, express or implied of (a) any policy advocated by the Parties or (b) any good or service offered or sold by the Parties or any member.

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 this MOU may be copyrighted by the Parties. UVI hereby grants to the U.S. Government a royalty-free, nonexclusive, irrevocable right to reproduce, distribute, make derivative works, and publish the works, or to authorize others to do the same on its behalf.

EPA Region 2 enters into this MOU under the authority of Section 103 of the Clean Air Act, 42 U.S.C. §7403, Section 104 of the Clean Water Act, 33 U.S.C. §1254, and Section 8001 of the Solid Waste Disposal Act, 42 U.S.C. §6981, Section 6604 of the Pollution

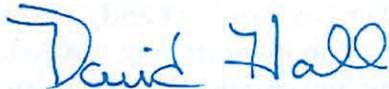
Prevention Act, and Section 324A of the Energy Policy and Conservation Act, which provide EPA with authority to undertake cooperative efforts with private organizations to promote the coordination and acceleration of research, studies, training, and other efforts to prevent, reduce and eliminate pollution.

This MOU does not create any right or benefit, substantive or procedural, enforceable by law or equity against the Parties, their officers or employees, or any other person. This MOU does not direct or apply to any person outside of EPA and UVI.

Effective Date and Administration

This MOU will become effective upon signature by the Regional Administrator of EPA Region 2 and the President of the University of the Virgin Islands or their designees. It may be modified or amended by written agreement between the parties. This MOU will terminate at the end of five (5) years from the date of signature unless revised or extended at that time by written agreement of the parties. This MOU may be terminated at any time by either party upon the issuance of a written notice to the other party. The Parties will review annually the provisions of this MOU and its implementation.

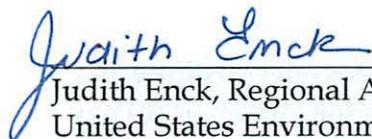
Signed:



Dr. David Hall, President
University of the Virgin Islands

September 28, 2011

Date



Judith Enck, Regional Administrator
United States Environmental Protection Agency
Region 2

9-29-11

Date

ATTACHMENT A

In relevant part, 48 U.S.C. § 1469a(d) states:

TITLE 48 > CHAPTER 10 > § 1469a

§ 1469A. CONGRESSIONAL DECLARATION OF POLICY RESPECTING “INSULAR AREAS”

In order to minimize the burden caused by existing application and reporting procedures for certain grant-in-aid programs available to the Virgin Islands, Guam, American Samoa, the Trust Territory of the Pacific Islands, and the Government of the Northern Mariana Islands (hereafter referred to as “Insular Areas”) it is declared to be the policy of the Congress, notwithstanding any provision of law to the contrary, that:

(d) Each department or agency making grants-in-aid shall, by regulations published in the Federal Register, provide the method by which any Insular Area may submit (i) a single application for a consolidated grant for any fiscal year period, but not more than one such application for a consolidated grant shall be required by any department or agency unless notice of such requirement is transmitted to the appropriate committees of the United States Congress together with a complete explanation of the necessity for requiring such additional applications and (ii) a single report to such department or agency with respect to each such consolidated grant: *Provided*, That nothing in this paragraph shall preclude such department or agency from providing adequate procedures for accounting, auditing, evaluating, and reviewing any programs or activities receiving benefits from any consolidated grant. The administering authority of any department or agency, in its discretion, may (i) waive any requirement for matching funds otherwise required by law to be provided by the Insular Area involved and (ii) waive the requirement that any Insular Area submit an application or report in writing with respect to any consolidated grant. Notwithstanding any other provision of law, in the case of American Samoa, Guam, the Virgin Islands, and the Northern Mariana Islands any department or agency shall waive any requirement for local matching funds under \$200,000 (including in-kind contributions) required by law to be provided by American Samoa, Guam, the Virgin Islands, or the Northern Mariana Islands.

[Emphasis added.]