

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE U.S. ENVIRONMENTAL PROTECTION AGENCY  
AND  
GRAMBLING STATE UNIVERSITY**

**I. Purpose**

This Memorandum of Understanding (MOU) is made and entered into by Grambling State University (GSU) and the U.S. Environmental Protection Agency (EPA) Region 6 and the Office of Enforcement and Compliance Assurance (OECA). Region 6 and OECA intend to collaborate with GSU to develop and implement program activities and efforts which will contribute to GSU's mission in preparing their students for career opportunities. GSU is committed to expanding its footprint as a state and national leader who provides exemplary undergraduate and graduate education through innovative teaching and a commitment to community engagement. The EPA makes a consistent effort to promote equal employment opportunity by broadening the applicant pools to include diverse and qualified college graduates when seeking professionals in science, technology, and environmental law and policy.

**II. Background**

GSU opened on November 01, 1901 as the Colored Industrial and Agricultural School in North Louisiana. In 1928, the school began to award two-year professional certificates and diplomas-the first baccalaureate degree was awarded in 1944 in elementary education. In 1974, the institution was renamed GSU and between 1977 and 2000, the university expanded to provide more academic majors. The university offers forty-three (43) degree programs and has a growing student population of over 5,200 students. In 2018, GSU received approval to offer the first Bachelor of Science Degree in Cybersecurity. GSU is known for their renowned Criminal Justice program- with an enrollment of 1,000 students collectively in their Undergraduate and Graduate programs. As an educational institution that is focused on providing opportunities to its most valued stakeholder-the students, Grambling provides an environment of learning, inclusiveness, and opportunity.

The Environmental Protection Agency's mission is to protect human health and the environment- air, water, and land. The EPA works with stakeholders including State and local governments, non-governmental organizations, commercial and industrial sector entities, and the international community to fulfill its mission.

EPA currently has a workforce of more than 14,000 employees located throughout the Headquarters Office (HQ), Regional Offices, and Laboratories.

The Office of Enforcement and Compliance Assurance (OECA) has staff, including criminal investigators located in HQ and more than 40 field offices located across the nation. OECA provides national policy direction and enforcement for all federal environmental statutes which can include civil and criminal actions; actions to compel cleanup; and federal facility enforcement. OECA leads EPA's enforcement program that aims to address pollution problems that impact American communities by pursuing vigorous civil and criminal enforcement that target entities causing the most serious water, air, and chemical hazards.

EPA's Region 6 is in Dallas, Texas and encompasses an ecologically, demographically, and economically diverse five-state region of Arkansas, Louisiana, New Mexico, Oklahoma, and Texas, as well as 65 Indian Tribes.

### **III. Authorities**

The authorities for this MOU are:

29 C.F.R. § 1614.102(a)(13), instructing federal agencies, as part of their program to promote equal employment opportunity, to "Participate at the community level with other employers, with schools and universities and with other public and private groups in cooperative action to improve employment opportunities and community conditions that affect employability"; and Section 102(2)(G) of the National Environmental Policy Act, 42 U.S.C. § 4332(2)(G), stating that all agencies of the Federal Government shall make available to States, counties, municipalities, institutions, and individuals, advice and information useful in restoring, maintaining, and enhancing the quality of the environment.

### **IV. Program Activities**

Under this MOU, GSU, Region 6 and OECA intend to work collectively to progress efforts focusing on preparing students to enter and compete in the federal workforce, providing expertise to review and enhance curriculums, and participate on researching efforts to promote environmental awareness.

All parties may agree to work in areas to supplement the activities listed below without amending this MOU. The areas of cooperation covered in this MOU include but are not limited the following efforts.

1. EPA may participate in career fairs and other outreach opportunities during the academic year to provide publicly available information about opportunities at the EPA and the EPA employment process.
2. EPA staff may have the opportunity to volunteer to serve as mentors to GSU students, participate in panel discussions, lectures and other on-campus events.
3. EPA may provide expertise and resources for curriculum review relating to environmental policy and enforcement.
4. EPA may share public information about opportunities for GSU to participate in EPA's research efforts
5. EPA may facilitate communication between communities it serves and the GSU community about activities to promote environmental awareness, such as, the College Underserved Partnership Program (CUPP).
6. GSU may provide EPA access to the University's facilities and non-monetary resources to increase visibility and awareness of EPA programs.

### **V. Limitations**

- A. Under federal ethics rules, the EPA may not endorse products or services provided by private entities. Nothing in this MOU constitutes an endorsement by either party of the products, services or fundraising activities of the other. GSU agrees to not make statements to the public at workshops and meetings, in promotional literature, on its website or through any other media that imply that the EPA endorses GSU, or any service or product offered by GSU. In addition, GSU agrees not to make statements that imply that the EPA supports GSU efforts to raise public or private funds. Any statements or promotional materials prepared by GSU that describe or refer to this MOU, explicitly or implicitly, must be approved in advance by the EPA.
- B. Nothing in this MOU alters the statutory, regulatory or other authority or responsibilities of the EPA. This MOU does not supersede existing agreements or restrict any future agreements between the GSU and the EPA.
- C. With the exception of any intellectual property rights addressed in section VI of this agreement, this MOU is a voluntary agreement that expresses the good-faith intentions of the Parties, is not intended to be legally binding, does not create any contractual obligations, and is not enforceable by any party.
- D. This MOU does not create any right or benefit, substantive or procedural, enforceable by law or equity, by persons who are not party to this agreement, against GSU or the EPA, their officers or employees, or any other person. This MOU does not direct or apply to any person outside of GSU and the EPA.
- E. All actions by EPA in this MOU are subject to the availability of appropriated funds. Nothing in this MOU, in and of itself, obligates EPA to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or incur other financial obligations that would be inconsistent with Agency budget priorities. GSU waives any claim for compensation for services rendered to EPA in connection with any activities it carries out in furtherance of this MOU. This MOU does not exempt GSU from EPA policies governing competition for assistance agreements. Any transaction involving reimbursement or contribution of funds between the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures under separate written agreements.

## **VI. Intellectual Property**

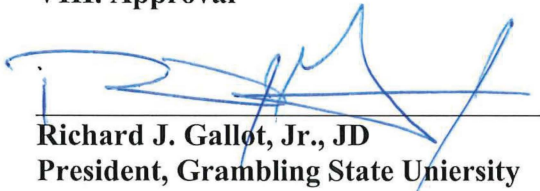
- A. The parties agree that any copyrightable subject matter, including but not limited to journal articles, training, educational or informational material or software, created jointly by the parties from the activities conducted under the MOU may be copyrighted by GSU. Further, if GSU intends to disseminate the work(s) outside of the United States, GSU may secure copyright to the extent authorized under the domestic laws of the relevant country. GSU hereby grants to the U.S. federal government a royalty-free, worldwide, nonexclusive, irrevocable right to reproduce, distribute, publish, display or perform the work(s) publicly, to make derivative works and, in regard to all of the above-referenced uses, to authorize others to do the same on its behalf.

B. The parties agree that any patentable invention made pursuant to the terms of this MOU will be owned by the inventing party in accordance with U.S. patent law. The parties further agree that any patentable invention made jointly by both parties will be owned by both parties as co-owners. Respective rights in inventions made pursuant to the terms of this MOU may be assigned or licensed under a separate agreement.

**VII. Duration of Agreement, Amendments or Termination**

- A. This MOU is to take effect upon the signature of the parties and remain in effect for a period of three (3) years.
- B. This MOU may be extended or modified, at any time per the mutual written consent of the parties.
- C. A party may terminate this 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.
- D. Obligations under section VI. Intellectual Property shall survive termination of this MOU.

**VIII. Approval**

  
Richard J. Gallot, Jr., JD  
President, Grambling State University

Date: 9-30-21

LAWRENCE STARFIELD  
Digitally signed by LAWRENCE STARFIELD  
Date: 2021.09.28 11:55:58 -04'00'

Date: \_\_\_\_\_

Lawrence E. Starfield  
Acting Assistant Administrator  
Office of Enforcement and Compliance Assurance  
United States Environmental Protection Agency

Gray, David  
Digitally signed by Gray, David  
DN: cn=Gray, David, email=gray.david@epa.gov  
Date: 2021.10.01 09:46:17 -05'00'

David Gray  
Acting Regional Administrator  
U.S. Environmental Protection Agency, Region 6

Date: \_\_\_\_\_