

## **MEMORANDUM OF UNDERSTANDING**

### **BETWEEN**

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
ANDREW W. BREIDENBACH ENVIRONMENTAL RESEARCH CENTER  
CINCINNATI, OHIO**

### **AND**

**THE UNIVERSITY OF PUERTO RICO AT MAYAGÜEZ**

### **INTRODUCTION**

The United States has an increasing need for well trained, qualified professionals in science, engineering, technology, and administrative positions to meet the environmental needs of the future. At the same time, the number of students, particularly minorities, electing to pursue science and engineering majors is decreasing. Innovative strategies must be implemented to ensure an adequate supply of highly trained, technical personnel for the accomplishment of environmental research and development programs. To meet this objective, a Memorandum of Understanding (MOU) is being established between the U.S. Environmental Protection Agency (EPA) and the University of Puerto Rico at Mayagüez (UPRM). The purpose of this MOU is to formalize and strengthen the ties between the UPRM and EPA in order to enhance the growth of environmental education, research, and training programs at UPRM, which will be mutually beneficial to the missions of EPA and the University.

### **BACKGROUND**

In order to meet the requirements of the Nation's research, environmental, engineering, and scientific needs, and the equally important national policy of full participation of all of our citizens, it is clear that the lack of full participation of Hispanics and other minorities should be addressed.

The Hispanic Association of Colleges and Universities (HACUs) clearly offers a rich resource to provide the required institutional framework to address the problem of under representation of Hispanics in scientific, engineering, and technical fields, and the participation of Hispanics and other minorities in the Nation's environmental programs. The UPRM is a member of the HACU and serves a nearly 100% Hispanic student population. Currently, UPRM has the largest number of Hispanic Engineering students in the United States. The University's mission comprises three classical functions of teaching, research, and service. In teaching, the University's curricula are designed to meet the educational needs of island residents and the needs of the commonwealth for professionals trained in many areas including teacher education, business, science and engineering. A major focus of the curriculum is on the social, economic, and political characteristics of the wider Caribbean. The research program of the University involves both basic and applied research. Because of the

Caribbean emphasis, however, a substantial amount of research is focused on social and environmental phenomena of the Caribbean with a bent toward education, service, and policy development. In fulfilling its service function, the University is committed to serving the professional communities represented by academia, while also assisting government, business and community groups in addressing the environmental problems they face. This outreach function also includes promotion of economic development through partnerships with business and industry, in-service training for public school teachers, and enlightenment and enrichment programs for the general public (e.g., environmental literacy). Overall, the UPRM serves as an important intellectual and cultural center for a major segment of the community and contributes significantly to improving the quality of life for citizens throughout the Commonwealth of Puerto Rico and the wider Caribbean.

The Environmental Protection Agency's Regional Office in New York entered into an MOU with the University of Puerto Rico at Mayagüez in March 1992, and has since developed a working relationship with UPRM faculty members and scientists as part of a comprehensive program of mutual benefit to the UPRM and EPA. This MOU will serve as an extension of Region 2's MOU, covering activities associated with EPA's Andrew W. Breidenbach Environmental Research Center in Cincinnati, Ohio.

## **GOAL**

The goal of the EPA-UPRM collaborative program described in this Memorandum of Understanding is to cooperate in efforts to strengthen and grow mutually beneficial scientific, engineering, technical, and administrative programs conducted jointly and independently by the University of Puerto Rico and EPA. Special emphasis will be placed on bringing Hispanics and other minorities into scientific fields.

## **PROGRAM**

Recognizing the unique resources offered by the UPRM and the high potential for environmental science, research, and training programs in areas of interest to EPA, this Memorandum of Understanding is being initiated to outline potential joint program activities that will assist the UPRM in enhancing its research and educational capabilities, and assist EPA in achieving its mission.

All commitments made by EPA are subject to the availability appropriated funds and Agency funding priorities. In addition, EPA must follow Agency policies relating to competition for grants, cooperative agreements, and contracts when engaging in financial transactions with UPRM.

Among the areas under consideration for joint program development are the following: drinking water and water quality, waste management, general environmental research, pesticides management, conservation and renewable natural resources, advanced information systems, public finance, public/private partnerships, and other mutual areas of interest. The following activities are indicative of the type contemplated through this joint program:

**(1) Joint research projects.**

To the extent consistent with EPA policies relating to competition for grants and cooperative agreements, the UPRM may participate in research sponsored by EPA either through submitting proposals for grants and/or cooperative agreements directly to EPA's Office of Research and Development or to other EPA components.

**(2) Faculty research participation.**

Visits of the UPRM faculty, staff, and students to EPA facilities for consultations, meetings, workshops, short courses, and research participation will be encouraged and facilitated to the extent funding is available. In addition, faculty appointments for summer or sabbatical periods may be sponsored when appropriate for longer-term research participation and collaboration.

**(3) Student internships, cooperative education, and employment.**

UPRM students will be encouraged by their institution to take advantage of the many programs that exist at EPA-operated facilities that are designed for student research participation and training. Current programs that allow undergraduate students to gain valuable experience and training during the academic year and/or the summer as cooperative education employees or as research interns will be encouraged. Graduate students can pursue thesis research in addition to graduate internships with EPA.

In concert with EPA, the UPRM will identify graduate and undergraduate students who would be interested in participating in co-op, internship, or post-doctoral employment programs with EPA and develop guidelines for all aspects of these programs, e.g., institutional responsibilities, student responsibilities, credit contact hours, schedules, requirements, and evaluations.

**(4) Access to user facilities and other resources.**

To the extent authorized by EPA policies and procedures regarding the use of research facilities by non-Federal parties, the Agency will consider requests by UPRM to use facilities and other state-of-the-art resources and instrumentation at EPA.

**(5) Ad hoc technical assistance.**

EPA personnel may visit UPRM for consultations, meetings, workshops, and seminars relating to environmental protection.

**(6) Staff appointments, i.e., adjunct faculty and visiting scientists.**

Subject to the provisions of the UPRM general regulations concerning faculty, the UPRM may provide adjunct faculty appointments for EPA staff who are significantly participating in this program. EPA will consider granting visiting scientist status to the UPRM staff members significantly participating in the program. EPA will also consider allowing EPA employees to take Intergovernmental Personnel Act (IPA) assignments at UPRM and requests by faculty of UPRM for IPA assignments at EPA.

**(7) Mini courses/seminars at the UPRM by EPA professional staff members.**

As resources and staff time allow, EPA may provide resource persons to teach courses in biology, zoology, physical sciences, chemistry, engineering, environmental science, public finance, computer science, and other courses based on EPA expertise and UPRM requirements.

**(8) Equipment loans to the UPRM that support education, research and training programs.**

To the extent authorized by Federal property disposal regulations and policies, EPA may provide excess and surplus research, scientific equipment, and office furniture to the UPRM, that meet the needs of current and planned education, research and/or training programs, particularly in Engineering, Physical and Life Sciences Departments. The equipment loaned by EPA will remain the property of EPA until transferred to the UPRM in accordance with Federal property regulations and policies. The UPRM, with separate research components, may participate in the equipment loan program. EPA and UPRM will make appropriate arrangements to share the cost of equipment transfers. When EPA pays the full transportation cost, the gaining institution must present a statement certifying funds are not available to support moving the equipment.

**PROGRAM DESIGN**

This MOU is intended to provide a significant positive impact on the following areas:

- (1) Quality of science and technical education;
- (2) Relevance of UPRM research projects to EPA's environmental mission;
- (3) Quality of University research facilities;

- (4) The number of Hispanics and other minority students electing to pursue graduate study and research careers in science, engineering, finance, mathematics, and administration.

It is expected that the UPRM's capacity to develop environmental workers will be significantly enhanced while important contributions are made to EPA's overall research and development programs.

### **ORGANIZATION OPERATION**

This collaborative program will be administered at EPA-Cincinnati under the leadership of William M. Henderson, Director, Office of Administration and Resources Management, and Sally Gutierrez, Director of the Water Supply and Water Resources Division, National Risk Management Research Laboratory (NRMRL), through Herbert Barrack, Assistant Regional Administrator, EPA Region 2, who serves as EPA's Campus Executive for the UPRM. Mr. Henderson and Ms. Gutierrez will appoint a Planning Committee, consisting of both EPA and UPRM staff, to assist in implementing and monitoring the MOU. The primary responsibilities of the Committee include:

- (1) Preparation of a collaborative action plan and the preparation of annual program and project reports;
- (2) General program liaison necessary to meet mission goals and objectives;
- (3) Development and presentation of policy, objectives and projects for the approval of institutional and departmental management within EPA and the UPRM. All commitments made in this MOU are subject to the availability of appropriated funds and the budget priorities of EPA and UPRM. Nothing in this MOU, in and of itself, obligates EPA or UPRM to expend funds or to enter into any contract, assistance agreement, interagency agreement, or other financial obligations.

This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures, and will be subject to separate subsidiary agreements that will be effected in writing by representatives of both parties. UPRM may not submit a claim for compensation to EPA or any other Federal agency on the basis of this MOU.

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

**SUMMARY**

This MOU will have full force and effect for a period of five (5) years, from the date of its execution until its termination date. This MOU may be extended or renewed only by mutual agreement between the parties. The party, who wishes to renew or extend this MOU, must send written notice informing the other party of such intention sixty (60) days before the termination date. Also, either party shall retain the right to withdraw from this MOU if it is in the party's best interests. Any such termination shall be effected by giving thirty (30) days prior written notice ("Notice of Termination") to the other party.

The undersigned agree, on this 14th day of October 2003, to the program described in this Memorandum of Understanding.

Signed:

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JORGE IVAN VELEZ-AROCHO  
Chancellor  
University of Puerto Rico at Mayagüez

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WILLIAM M. HENDERSON, Director  
Office of Administration and  
Resources Management, U.S. EPA

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E. TIMOTHY OPPELT, Director  
National Homeland Security  
Research Center, U.S. EPA

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HUGH McKINNON, Director  
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