

**Memorandum of Understanding
between the
U.S. Environmental Protection Agency
and the
American Conservation Coalition
July 24, 2019**

I. Purpose

The purpose of this Memorandum of Understanding (MOU) is to formalize a first-time nonbinding agreement of enhanced cooperation between the United States Environmental Protection Agency (EPA) and the American Conservation Coalition (ACC).

II. The Parties

ACC is a bipartisan national youth organization whose mission is to advocate for further protections of the environment through campus, legislative and media outreach, campus activism, policy reports, and media outreach. ACC has a presence on more than 125 college campuses across the country in the following states: AL, AR, CA, CO, DL, FL, GA, ID, IL, IN, IA, KS, KY, LA, ME, MD, MI, MN, MO, NE, NV, NH, NJ, NY, NC, ND, OH, OR, PA, SC, SD, TN, TX, UT, VT, VA, WA, WI, and D.C.

The U.S. Environmental Protection Agency (EPA) is a federal agency with the mission to protect human health and the environment. Of relevance to this MOU, EPA has been directed by Congress to specifically promote environmental education and to provide national leadership to increase environmental literacy via the enactment of the 1990 Environmental Education Act.

III. The Terms

EPA intends to:

- Inform ACC about the Green Interns program, other internship and fellowship opportunities at EPA in a timely manner.
- Educate ACC about key Agency initiatives including (but not limited to) EPA's: Trash Free Waters, Winning on Reducing Food Waste Initiative & its related challenge programs, Healthy Schools Initiative and America Recycles Day.
- Encourage the establishment of regional level partnerships among ACC chapters and EPA's 10 Regional Offices, and EPA Headquarters in Washington, D.C.
- Provide guest speakers from EPA at relevant ACC functions when available and as appropriate.

ACC intends to:

- Work with EPA and others to attract, educate, inspire, and prepare students for careers and opportunities within today's various environmental fields.
- Provide EPA with opportunities to educate ACC member chapters about priority EPA initiatives including Trash Free Waters, Winning on Reducing Food Waste Initiative, Healthy Schools and America Recycles Day.
- Participate in the aforementioned and other EPA initiatives, as appropriate.

IV. Authorities

Section 4(b) of the National Environmental Education Act of 1990, 20 U.S.C. § 5503(b), requires EPA, through the Office of Environmental Education, to “develop and support programs and related efforts . . . to improve understanding of the natural and built environment, and the relationships between humans and their environment,” “support development and widest possible dissemination of . . . training programs for elementary and secondary students,” and “otherwise provide for the implementation of” the Act.

V. Limitations

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 ACC or EPA, their officers or employees, or any other persons. This MOU does not apply to any person outside of ACC and EPA. Additionally, this MOU is a voluntary agreement that expresses good-faith intentions of the Parties. It is not intended to be legally binding, does not create any contractual obligations, and is not enforceable by any party.

Nothing in this MOU constitutes an endorsement by either party of the other, including any products or services, or any fundraising activity or promotion. Both parties agree not to make statements to the public at workshops and meetings, promotional literature, on its website or through any other media that imply endorsement by either party. In addition, ACC agrees not to make statements that imply that EPA supports ACC's efforts to raise public or private funds. Any statements or promotional material prepared by either party that describe this MOU must be approved in advance by the receiving party. Any copyrightable subject matter created under the MOU may be copyrighted by ACC. ACC hereby grants the government a royalty-free, irrevocable license to reproduce, distribute, modify or otherwise use the work or authorize efforts others do the same on its behalf.

All commitments made by EPA in this MOU are subject to the availability of appropriated funds. It is understood that this is not a funds obligation Agreement and that neither party is committing expend funds in support of this Agreement. Nothing in this MOU, in or 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. ACC agrees not to submit a 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 ACC from EPA policies governing competition for assistance agreements. Any

transaction involving reimbursement or contribution of funds between parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures under separate written agreements.

VI. Modification/Duration/Termination

This MOU will take effect upon the signature of the Parties and remains in effect for one year. This MOU may be extended or modified at any time, through the 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 thirty (30) days in advance of the desired termination date.

VII. Approval

American Conservation Coalition

U.S. Environmental Protection Agency



Benji Backer

Andrew R. Wheeler

President

Administrator

American Conservation Coalition

U.S. Environmental Protection Agency