

MEMORANDUM OF UNDERSTANDING
ON MENTORING PROGRAM
BETWEEN THE
U.S. ENVIRONMENTAL PROTECTION AGENCY
AND THE
EPA ALUMNI ASSOCIATION

I. PURPOSE/OBJECTIVES/GOALS

The purpose of this MOU is to outline a cooperative mentoring program between the United States Environmental Protection Agency (EPA) and the EPA Alumni Association (EPAAA). In general, the parties intend to identify and use mentoring opportunities for members of EPAAA and Agency employees. The purpose of the mentoring arrangements are for EPA employees to obtain information and coaching from EPAAA members on non-public policy or non-regulatory matters that the employee may use to be a more effective Agency employee.

II. BACKGROUND

EPA is a federal agency authorized to administer environmental laws and funded by annual appropriations. EPA is headquartered in Washington, DC, with regional offices and laboratories.

EPAAA is a non-profit organization authorized under Section 501(c)(7) of the U.S. Tax Code and its membership is composed of former EPA employees who have worked for EPA for at least one year. EPAAA does not engage in lobbying activities at the federal, state or local levels; is non-partisan; and does not impose membership restrictions other than the one year EPA employment requirement described in this paragraph. EPAAA is headquartered in Grasonville, MD; operates under By-Laws adopted by its general membership at the first annual meeting held on April 13, 2010; and is governed by the Board of Directors, whose members are elected by the general membership for up to three (3) year terms.

Current EPA employees are eligible to join EPAAA as Associate non-voting members if they are eligible to retire from the Federal Government and also as regular members after terminating employment with EPA. EPAAA members who return to EPA employment may retain membership in EPAAA but are deemed Associate members and are not eligible to serve on the Board of Directors or vote.

III. AUTHORITIES

EPA enters into this MOU pursuant to Section 103 of the Clean Air Act, 42 USC 7403; Section 104 of the Clean Water Act, 33 USC 1254; Section 8001 of the Solid Waste Disposal Act, 42

USC 6981; Section 102(2)(G) of the National Environmental Policy Act, 42 USC 4332(2)(G); and The Government Employees Training Act, 5 USC 4109(a).

IV. ROLES AND RESPONSIBILITIES

EPA and EPAAA intend to work collaboratively in developing common arrangements to implement this program efficiently. The arrangements may include, among other things:

- A. Procedures for providing EPAAA members access to EPA facilities;
- B. Policy measures that EPAAA may need to implement to mitigate any perceived concerns about organizational conflicts of interest for its own mentors; Policies regarding confidentiality of discussions between EPAAA mentors and EPA employees.

EPA intends to inform EPAAA of its needs for mentoring. The EPAAA intends to identify EPAAA members who have relevant experience, training, and knowledge and who are interested in becoming mentors to EPA staff based on information to be provided by EPA as to the need for mentoring. EPAAA intends to tailor the mentoring program to be consistent with EPA's in-house mentoring programs. As a policy measure, EPAAA will not identify as potential mentors any members who (1) are current employees of EPA or (2) are engaged in any compensated employment, unless that member certifies to the best of his/her knowledge that his/her financial interests and/or those of his/her employer are not significantly affected by EPA rules or policies, and that neither the member nor his/her employer is seeking or has any grant, cooperative agreement or contract with EPA. The EPA AA will provide a copy of the certification of any proposed mentor to EPA for its review.

EPAAA expects to inform EPA of the names and former EPA position(s) of members who express an interest; and EPA expects to match appropriately qualified members with suitable persons to be mentored within EPA. The decision of which EPAAA members will be mentors for EPA staff and with whom they will be matched will be made by EPA subject to the approval of the EPA employee's supervisor and consistent with applicable post-employment restrictions for the EPAAA members. Questions concerning application of any post-employment restrictions will be directed to and addressed by the Office of General Counsel/Ethics. EPAAA mentors and EPA employees are expected to set the terms of their mentoring relationship (e.g. frequency of discussions and locations) on an informal basis.

V. LIMITATIONS

A. This MOU is subject to the following conditions:

- 1. Any views or opinions expressed by any person selected under this program do not represent the official position of EPAAA and are the personal views of the selected person.
- 2. No compensation shall be paid to EPAAA or EPAAA members for services rendered under this program. Each selected person shall sign a statement in advance acknowledging that he or she will provide mentoring services under this program for no compensation. EPAAA will not be a signatory party to this statement.

3. EPA employees are obliged to abide by the Standards of Ethical Conduct for Employees of the Executive Branch, 5 C.F.R. Part 2635, and may not release nonpublic information.

B. All commitments made in this MOU are subject to the availability of appropriated funds and each party's budget priorities. Nothing in this MOU, in and of itself, obligates EPAAA or EPA to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or other financial obligation. **EPAAA agrees not to submit a claim for compensation for services rendered to EPA or any other federal agency for activities it undertakes in carrying out this MOU.**

C. 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. This MOU does not exempt EPAAA, or its members, from EPA policies governing competition for assistance agreements.

D. Except as provided in Section VII, INTELLECTUAL PROPERTY, this MOU is not legally binding and does not create any right or benefit, substantive or procedural, enforceable by law or equity against EPAAA or EPA, their officers or employees, or any other person. This MOU does not direct or apply to any person outside EPAAA and EPA.

E. EPAAA may make factual statements to the public that describe its cooperation with EPA. However, nothing in this MOU allows EPA to endorse the purchase or sale of EPAAA products or services. The EPAAA agrees not to make statements to the public in news releases, product brochures, on web sites or in any media that imply EPA endorsement of EPAAA products or services.

VI. PROPRIETARY INFORMATION AND NON-DISCLOSURE OF INFORMATION

To carry out the joint work resulting from this MOU, EPAAA may need to disclose proprietary information to EPA. For the purpose of this MOU, proprietary information is defined as information that an affected business claims to be confidential and is not otherwise available to the public. EPAAA agrees to clearly identify as such confidential information disclosed to EPA in writing; and to clearly memorialize in writing, within a reasonable time, any confidential information initially disclosed orally. EPA agrees not to disclose, copy, reproduce or otherwise make available in any form whatsoever to any other person, firm, corporation, partnership, association or other entity information designated as proprietary or confidential information without consent of EPAAA except as such information may be subject to disclosure under the Freedom of Information Act (5 U.S.C. § 552), and EPA's regulations at 40 C.F.R. Part 2, or as otherwise authorized by law.

EPAAA mentors may be asked to sign non-disclosure agreements to preclude them from disclosing any information that is deemed confidential or non-public by EPA.

VII. INTELLECTUAL PROPERTY

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 EPAAA. EPAAA hereby grants to the government a royalty-free, nonexclusive, irrevocable right to reproduce, distribute, make derivative works, and publish or perform the work(s) publicly, or to authorize others to do the same on its behalf.

The parties agree that any patented invention created by EPAAA pursuant to the terms of this MOU will be jointly owned by the parties regardless of inventorship, unless an alternative agreement indicates otherwise.

VIII. POINTS OF CONTACT

The following individuals are designated points of contact for the MOU:

U.S. Environmental Protection Agency:

Assistant Administrator
Office of Administration and Resources Management
US EPA
1200 Pennsylvania NW
Washington, DC 20460
Telephone: 202-564-4600

EPA Alumni Association:

Mr. Charles Elkins
Executive Director
EPA Alumni Association
4505 Lowell Street NW
Washington, DC 20016
Telephone: 202-686-3518

IX. MODIFICATION/DURATION/TERMINATION

This MOU will be effective on the date it is signed by all parties, or if signed on different dates, on the latest signature date. This MOU is to remain in effect for a period of three (3) years. This MOU may be amended or extended at any time by the mutual written consent of the parties. The parties will review this MOU every three (3) years to determine whether it should be amended, extended, or terminated. This MOU may be terminated by either party at anytime by one party notifying the other party in writing 90 days in advance of the termination date.

X. APPROVAL

The signatories affirm that they have the authority to sign it on behalf of their organization.

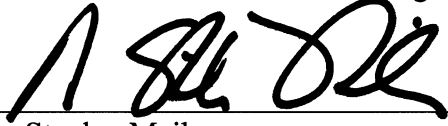
EPA Alumni Association



Edward J. Hanley
Vice-President

2-25-15
Date

U.S. Environmental Protection Agency



A. Stanley Meiburg
Acting Deputy Administrator

February 25, 2015
Date



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

**ADDENDUM
TO THE
MEMORANDUM OF UNDERSTANDING
ON MENTORING PROGRAM
BETWEEN THE
U.S. ENVIRONMENTAL PROTECTION AGENCY
AND THE
EPA ALUMNI ASSOCIATION**

OFFICE OF
ADMINISTRATION
AND RESOURCES
MANAGEMENT

I. PURPOSE.

The purpose of this Addendum is to extend the collaboration between EPA and the EPA Alumni Association (EPAAA) beyond a mentoring program. Under this Addendum, the EPAAA would serve as a resource for the EPA to further environmental education of the public and EPA employees. The parties executed the original Memorandum of Understanding on February 25, 2015.

II. ROLES AND RESPONSIBILITIES

EPA and EPAAA intend to work collaboratively in educating the public and EPA employees on:

- The history of EPA,
- The role of EPA employees in the protection of the environment,
- The history of environmental activity over the last 50 years, and
- Similar subject areas with which EPA alumni are especially acquainted because of their work at EPA including supervision of staff and management of EPA programs, and related experiences.

EPAAA members may, but are not limited to, act as speakers, panelists, docents, or trainers in the furtherance of environmental education of the public and EPA Employees.

EPAAA may provide materials that may be of use to EPA in environmental education.

A handwritten signature in black ink, appearing to be "D. S. J.", followed by a horizontal line.

The authorities, limitations, and terms for this Addendum remain the same as in the original MOU.

III. APPROVAL

The signatories affirm that they have the authority to sign it on behalf of their organization.

EPA Alumni Association

U.S. Environmental Protection Agency

Robert J. Hayes
Name

David W. ...
Name

President
Title

Acting AA - OARM
Title

8/16/2016
Date

8/26/2016
Date