

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
U.S. ENVIRONMENTAL PROTECTION AGENCY
AND THE
EPA ALUMNI ASSOCIATION**

I. PURPOSE/OBJECTIVE/GOALS

The purpose of this MOU is to outline a cooperative program between the United States Environmental Protection Agency (EPA) and the EPA Alumni Association (EPAAA). In general, the parties intend to identify and provide opportunities for EPAAA members to mentor EPA employees on non-public policy and non-regulatory matters and serve as a resource for the EPA to further environmental education of the public and EPA employees. This MOU supersedes all prior agreements between the parties.

II. BACKGROUND

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

EPAAA is a non-profit organization authorized under Section 501(c)(7) of the U.S. Tax Code. 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 described in this section. 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 as amended; and is governed by the Board of Directors, whose members are elected by the general membership for up to two three-year terms.

EPAAA's membership is composed primarily of former EPA employees who worked for EPA for at least one year. Current EPA employees are also eligible to join EPAAA as Associate members if they are eligible to retire from the federal government. They then become regular members after terminating employment with EPA. EPAAA members who return to EPA employment may retain membership in EPAAA but are deemed Associate members. Associate members 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(G) of the National Environmental Policy Act, 42 USC 4332(G); and the Government Employees Training Act, 5 USC 4109(a).

IV. ROLES AND RESPONSIBILITIES

EPA and EPAAA intend to work cooperatively in developing common arrangements to implement mentoring/coaching programs 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 participants in these programs;
- C. Policies regarding confidentiality of discussions between EPAAA mentors and EPA employees.

In addition, EPA and EPAAA intend to work cooperatively in educating the public and EPA employees on:

- A. The history of EPA,
- B. The role of EPA employees in the protection of the environment,
- C. The history of environmental activity over the last 50+ years, and
- D. Subject areas with which EPA alumni are 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.

For the Coaching Program, EPAAA plans to identify Association members who have completed the required coaching certifications and any forms required by the Association to EPA's contact for their Coaching Program. If approved by EPA to participate in the Coaching Program, the EPAAA member will be required to agree to EPA's requirements for the Coaching Program before participating.

For the Mentoring Program, 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 any EPA in-house mentoring programs.

As a policy measure, EPAAA will not identify as potential mentors any members who:

- A. are current employees of EPA, or
- B. are engaged in any compensated employment, unless that member certifies to the best of the member's knowledge that:
 - 1. Neither the member's financial interests nor those of the member's employer(s) are significantly affected by EPA rules or policies,

2. Neither the member nor the member's employer(s) are significantly affected by EPA rules or policies, and
3. Neither the member nor the member's employer(s) are seeking or has any grant, cooperative agreement or contract with EPA.

If requested, the EPAAA 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 are available; 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, as appropriate, and consistent with applicable post-employment restrictions for 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 to serve as a mentor 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/she will provide services under this program for no compensation and waiving any future claims for 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 services are offered without expectation of payment. **EPAAA agrees to waive future claims 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 affected 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 or EPA.
- E. Pursuant to Federal ethics rules, EPA employees may not, with limited exceptions, endorse or promote products or services offered by any non-federal entity. Nothing in this MOU constitutes an endorsement of EPAAA by EPA, including any products or services, or any fundraising activity or promotions. The EPAAA agrees not to make statements to the public, including in news releases, product brochures, on its websites or in any other media, which implies that EPA or any of its employees endorses EPAAA or any services or product offered by EPAAA. However, EPAAA may make factual statements to the public that describes its cooperation with EPA.

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 required 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. Further, if EPAAA intends to disseminate the work(s) outside of the United States, EPAAA may secure copyright to the extent authorized under the domestic laws of the relevant country. EPAAA hereby grants to the U.S. federal government a royalty-free, worldwide nonexclusive, irrevocable right to reproduce, distribute, make derivative works, publish, display, or perform the work(s) publicly and, in regard to all the above-referenced uses, to authorize others to do the same on its behalf.

The parties agree that any patentable invention created by EPAAA 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 in accordance with U.S. patent law. Respective rights in any invention made pursuant to the terms of this MOU may be assigned or licensed under a separate agreement.

VIII. POINTS OF CONTACT

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

U.S. Environmental Protection Agency:

Assistant Administrator
Office of Mission Support
US EPA
1200 Pennsylvania NW, MC 3101A
Washington, DC 20460
Telephone: 202-564-3184

EPA Alumni Association:

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

Ms. Phyllis Flaherty
Committee on EPA Relations
EPA Alumni Association
Telephone: 703-698-7019
Email: pyeflaherty@gmail.com

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, and remain in effect for a 3-year period. This MOU may be amended at any time by the mutual written consent of the parties. The parties may extend this MOU for additional 3-year terms by mutual written consent. This MOU may be terminated by either party 90 days after the party intending to terminate the MOU so notifies the other party in writing.

X. APPROVAL

The signatories affirm that they have the authority to sign on behalf of their respective organizations.

X 

David Menotti
President, EPA Alumni Association

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Lynnann Hitchens
US Environmental Protection Agency