MEMORANDUM OF UNDERSTANDING
for
COOPERATION ON ENVIRONMENTAL HEALTH ISSUES
between the
U.S. ENVIRONMENTAL PROTECTION AGENCY
OFFICE OF RESEARCH AND DEVELOPMENT
and the
NATIONAL ENVIRONMENTAL HEALTH ASSOCIATION

I. PURPOSE/OBJECTIVES/GOALS

A. Purpose

The purpose of this Memorandum of Understanding (MOU) is to facilitate cooperation and coordination between the U.S. Environmental Protection Agency (EPA) Office of Research and Development (ORD) and the National Environmental Health Association (NEHA). This MOU will foster cooperation, coordination, and collaboration between EPA-ORD and NEHA on environmental public health issues.

B. Objectives

EPA-ORD and NEHA intend to cooperate on activities associated with environmental health and public health. Through this MOU, EPA-ORD and NEHA may choose to coordinate and collaborate in the following areas:

- Communicating about each program’s environmental public health work
- Fostering the use of science and science-based support tools to inform environmental public health decision-making
- Providing input into the development of science-based support tools
- Working on science translation and communication
- Conducting outreach and stakeholder engagement

Topic areas of specific interest include, but are not limited to:

- Chemical safety
- Human health risk assessment
- Water quality
- Climate change and health
- Sensors and technology
- Air quality
- Health impact assessment
- Sustainable and healthy communities
- Environmental Justice
Examples of potential activities may include (but are not limited to):

- Distribute information about new environmental public health tools with each organizations’ user communities.
- Partner on webinars that are of interest to the environmental public health community and focus on timely topics.
- Identify users in the environmental public health community to beta test tools.
- Share new scientific findings on timely topics with the environmental public health community.

Additionally, as part of the MOU, EPA-ORD and NEHA will develop an implementation plan that will:

- Set a schedule and format for regular meetings to discuss areas of mutual interest;
- Identify specific projects to work on together; and
- Develop goals, objectives and timelines for specific projects.

C. Goals

The overarching goal of this MOU is to facilitate cooperation, coordination and collaboration between EPA-ORD and NEHA on environmental public health issues.

II. BACKGROUND

EPA-ORD and NEHA have complementary missions and responsibilities with respect to their roles in:

- Protecting public health
- Conducting outreach and stakeholder engagement
- Translating environmental and public health science for decision-makers, communities, and other stakeholders
- Communicating environmental and public health science to the public
- Extending data and information for use in environmental and public health decision-making.

EPA-ORD provides the scientific foundation that supports EPA’s work to protect the environment and public health. EPA-ORD conducts its research in laboratories, centers, and offices across the U.S. and has robust scientific research programs in the following areas: Air, Climate and Energy; Chemical Safety for Sustainability; Human Health Risk Assessment; Homeland Security; Safe and Sustainable Water Resources; and Sustainable and Healthy Communities. Through these programs, EPA-ORD provides methods, tools, and approaches that can be used to help inform decisions to protect public health.

NEHA is a professional society with over 4,500 members across the U.S. that works to advance the environmental health and protection professional for the purpose of providing a healthful environment for all. NEHA currently conducts work on air quality, water quality, food safety, healthy homes, preparedness, climate change, vector and pests, health and the built environment and public health tracking.
This MOU provides the structure and basis for meeting the shared goals of EPA-ORD and NEHA.

III. AUTHORITIES

EPA-ORD enters into this MOU pursuant to Section 104 of the Clean Water Act, 33 USC 1254; Section 103 of the Clean Air Act, 42 USC 7403; and Section 8001 of the Solid Waste Disposal Act, 42 USC 6981.

IV. ROLES AND RESPONSIBILITIES

Under this MOU, EPA-ORD and NEHA intend to:

- Identify primary points of contact for each organization who will be responsible for ensuring the ongoing coordination between the entities;
- Develop an implementation plan to guide the development and execution of activities under the MOU; and
- Hold coordination meetings on an approximately quarterly basis.

Additionally, EPA-ORD intends to develop an EPA-ORD MOU working group to coordinate across EPA-ORD on activities that may be taken under the MOU.

V. LIMITATIONS

A. 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 NEHA or EPA-ORD to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or other financial obligation. This MOU does not exempt NEHA from EPA policies governing competition for assistance agreements.

NEHA agrees not to submit a claim for compensation for services rendered to EPA-ORD or any other federal agency for activities it undertakes in carrying out this MOU.

B. 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.

C. Except as provided in Section V. paragraphs (A) and (B) and Section VII. INTELLECTUAL PROPERTY, (list any other section/provision intended to be binding), this MOU is not legally binding and does not create any right or benefit, substantive or procedural, enforceable by law or equity against NEHA or EPA-ORD, their officers or employees, or any other person. This MOU does not direct or apply to any person outside NEHA and EPA-ORD.
D. The Parties agree that use of EPA-ORD research and test facilities, and the presence of outside users at the EPA-ORD facilities by non-government entities or individuals, will be properly documented and approved in a separate Outside User’s Agreement if the use is appropriate and in the public interest.

E. NEHA agrees not to submit any future claim for compensation for EPA-ORD’s use of NEHA’s equipment identified below [or in an Attachment].

F. NEHA may make factual statements to the public which describe their cooperation with EPA-ORD. However, nothing in this MOU allows EPA-ORD to endorse the purchase or sale of NEHA products or services. NEHA agrees not to make statements to the public in news releases, product brochures, on websites or in any media that imply EPA-ORD endorsement of NEHA products or services.

VI. PROPRIETARY INFORMATION

To carry out the joint work resulting from this MOU, NEHA may need to disclose proprietary information to EPA-ORD. 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. NEHA 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-ORD 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 NEHA 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.

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 NEHA. NEHA 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 NEHA 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 Office of Research and Development:

Kacee Deener, MPH, Senior Science Advisor, Office of Research and Development, 1200 Pennsylvania Avenue, NW, Mail Code 8101R, Washington, DC 20004; deener.kathleen@epa.gov; 202-564-1990

National Environmental Health Association

Sandra Whitehead, PhD; Director of Program and Partnership Development, 1801 E Street, NE, Washington, DC 20002; SWhitehead@NEHA.org; 850-727-2431

IX. MODIFICATION/DURATION/TERMINATION

This MOU will be effective when signed by all parties. This MOU may be amended at any time by the mutual written consent of the parties. The parties will review this MOU every year to determine whether it should be revised, renewed, or canceled. Either party may terminate this MOU at any time by one party notifying the other party in writing 90 days in advance of the termination date.

X. APPROVAL

Approved and authorized on behalf of EPA and NEHA by:

U.S. Environmental Protection Agency
Office of Research and Development

National Environmental Health Association

Thomas A. Burke, PhD, MPH
Deputy Assistant Administrator

David T. Dyjack, DrPH
Executive Director

Date: 12/7/2016