

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
U.S. ENVIRONMENTAL PROTECTION AGENCY
OFFICE OF RESEARCH AND DEVELOPMENT
AND THE
OFFICE OF THE DEPUTY UNDER SECRETARY OF DEFENSE FOR INSTALLATIONS
AND ENVIRONMENT**

I. PURPOSE/OBJECTIVES/GOALS

The purpose of this Memorandum of Understanding (MOU) is to enhance working relationships between the U.S. Environmental Protection Agency (EPA), an executive branch agency, and the Department of Defense, a cabinet-level organization, with regard to development and demonstration of innovative technologies to support the Department of Defense's vision of sustainable and resilient military installations. This MOU is entered into between EPA through its Office of Research and Development, and the Department of Defense through its Office of the Deputy Under Secretary of Defense for Installations and Environment, to establish relations between the two institutions regarding collaboration on their mutual goals.

II. BACKGROUND

The Office of Research and Development (ORD) is the scientific research arm of EPA, whose leading-edge research helps provide the solid underpinning of science and technology for the EPA. The work at ORD laboratories, research centers, and offices across the country helps improve the quality of air, water, soil, and the way these resources are used.

The Office of the Deputy Under Secretary of Defense for Installations and Environment ((DUSD-(I&E))) is the principal advisor to the Secretary of Defense on matters related to Department of Defense (DoD) installation capabilities, programs, and budgets. Responsibilities include installation-energy programs and policy, environmental management, safety and occupational health, environmental restoration at active and closing bases, conservation of natural and cultural resources, pollution prevention, and environmental research and technology.

In recognition of extensive common and complementary interests on sustainability, an active research and technology collaboration between the EPA and DoD could foster and facilitate both parties' integrated approach to shared discovery and learning, and would ultimately benefit their constituents in addition to local publics and the broader academic community. Using the Department of Defense's installations as test beds for innovative technologies and approaches will support both organizations' goals of achieving sustainable and resilient natural and built infrastructure. Such collaboration would enhance the productive output of each party individually as well as jointly, and serve the public health.

III. AUTHORITIES

EPA enters into this MOU pursuant to Section 103 of the Clean Air Act, Section 104 of the Clean Water Act, Section 8001 of the Solid Waste Disposal Act, and Section 102 of the National Environmental Policy Act.

Department of Defense enters this MOU pursuant to Sections 2358, 2702, and 2901-2904 of Title 10, United States Code Armed Forces.

IV. ROLES AND RESPONSIBILITIES

EPA and DoD intend to cooperate in research, development, and demonstration of technologies that can be used to achieve mutual goals. Joint EPA-DoD activities are expected to be undertaken subject to available funding and resources within each agency. Each party may contribute funding and in-kind resources, depending on the collaborative project, which is consistent with the goals, missions, and programmatic requirements of the party.

V. SCOPE

A. General

Subject to mutual consent and availability of funding, EPA and DoD intend to carry out joint activities to advance the development and/or demonstration of new applications and technologies that can be used to achieve mutual sustainability goals. These applications and technologies will use both new and existing data about health and the environment, as well as new data developed within the scope of this MOU.

B. Specific Projects

The terms of cooperation for each specific project implemented under this MOU, including responsibility for any funding of such specific projects, will be mutually discussed and agreed upon in writing by both parties prior to the initiation of that activity. Any transactions involving the transfer of funds by one party to another will be handled separately and in accordance with policies and procedures applicable to the specific transaction as provided for in Section VI, and according to applicable law. These agreements may, at the discretion of the parties, be added to this MOU as appendices. Each institution is expected to designate a liaison officer to develop and coordinate the specific projects agreed upon.

VI. LIMITATIONS

A. All commitments made in this MOU by EPA and the DoD are subject to the availability of appropriated funds as well as each party's budget priorities. Nothing in this MOU, in and of itself, obligates the DoD or EPA to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or other financial agreement or obligation. The DoD 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, and EPA agrees not to submit a claim for compensation for services rendered to the DoD 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, contribution of funds or transfer of anything of value between the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures, including those for government procurement and printing, if applicable. Such endeavors will be subject to separate subsidiary agreements that will be effected in writing by representatives of both parties and will be independently authorized by appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument does not establish authority for non-competitive award to the parties of any contract, grant, or other agreement.

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

D. The parties may make factual statements to the public which describe their cooperation with each other, but all other uses of the parties' respective names and/or logos must be approved in advance.

E. Neither party may issue any form of publicity or request for funding concerning joint efforts in connection with this MOU without obtaining prior approval from the other party. In the event such approval is granted, any resulting publicity or funding request is expected to give due consideration to the role and contributions of the other party.

VII. INTELLECTUAL PROPERTY

The parties agree that work performed by civil service employees of EPA and the DoD pursuant to this MOU is not eligible for copyright protection in the United States. Nothing in this MOU will abridge the right of the parties to publish freely any of their findings.

To the extent any specific collaboration arising under this MOU may result in a patented invention, the parties will set forth the ownership and related rights, interests and obligations in a separate written agreement.

VIII. POINTS OF CONTACT

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

U.S. Environmental Protection Agency:
Leslie Gillespie-Marthaler
Office of Research and Development

202-564-7656

Jennifer Orme-Zavelata
Office of Research and Development
919-541-2283

Department of Defense:

Dr. Jeffrey Marqusee
Strategic Environmental Research and Development Program and Environmental Security
Technology Certification Program
703-696-2120

Maureen Sullivan
Environmental Management
Office of the Deputy Under Secretary of Defense for Installations and Environment
703-695-7957

IX. RESPONSIBILITY FOR CONDUCT

Each party agrees that it will be responsible for the negligent acts or omissions of its agents and employees causing injury to persons not a party to this MOU. Nothing herein shall be deemed a waiver of any governmental or sovereign immunity available to either party.

X. MODIFICATION/DURATION/TERMINATION

This MOU is to take effect when signed by both parties. This MOU is to remain in force for a period of five (5) years from the date of the last signature, with the understanding that it may be terminated by the either party at any time upon 30 days prior written notice, if there are no specific projects underway at the time of termination, or upon six (6) months prior notice to the other party in writing if a specific project is underway. This MOU may be amended or extended at any time only upon mutual written consent of the two parties. This MOU may not be assigned by either party.

XI. RESOLUTION OF DISAGREEMENTS

Should disagreement arise on the interpretation of the provisions of this MOU, or amendments and/or revisions thereto, that cannot be resolved at the operating level by the points of contact set forth in Section VIII above, the area(s) of disagreement are to be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation is not reached within thirty (30) days, the points of contact are to forward the written presentation of the disagreement to the respective higher officials for appropriate resolution.

XII. APPROVAL

In witness whereof, the parties hereto have offered their signatures:

Department of Defense

U.S. Environmental Protection Agency



Dorothy Robyn
Deputy Under Secretary of Defense
Installations and Environment

Paul T. Anastas
Assistant Administrator
Office of Research and Development

Date: 2/7/12

Date: 2/7/12