

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
OFFICE OF THE ASSISTANT SECRETARY OF DEFENSE FOR
ENERGY, INSTALLATIONS AND ENVIRONMENT
AND THE
U.S. ENVIRONMENTAL PROTECTION AGENCY
OFFICE OF RESEARCH AND DEVELOPMENT
OFFICE OF POLICY**

1. SIGNATORIES AND PURPOSE

This Memorandum of Understanding (MOU) is entered into by the Department of Defense (DoD), a cabinet-level organization, and the U.S. Environmental Protection Agency (EPA), an executive branch agency. This MOU shall be implemented through DoD's Assistant Secretary of Defense for Energy, Installations and Environment (ASD-(EI&E)), and through EPA's Office of Research and Development (ORD) and Office of Policy (OP). This MOU supersedes the MOU between EPA and DoD dated February 7, 2012.

The purpose of this MOU is to enhance and continue working relationships between EPA and DoD with regard to innovative research, technological demonstration, and convening key actors to support DoD's vision of sustainable and resilient military installations. Through this MOU, EPA and DoD seek to establish and reinforce relations between the two organizations regarding collaboration on their mutual goals.

2. BACKGROUND

ASD (EI&E) is the principal advisor to the Secretary of Defense on matters related to 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, sustainability and pollution prevention, and environmental research and technology.

ORD is the scientific research arm of EPA, whose leading-edge research and development helps provide the solid underpinning of science and technology for the EPA. The work developed 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.

OP leads policy efforts across EPA for the Office of the Administrator. As such, it plays a critical role in developing and implementing key cross-cutting environmental management and policy initiatives at EPA. This includes leading EPA's work on sustainability by integrating it into the agency's day to day operations, aligning programs and tools, implementing Executive Order 13693 (Planning for Federal Sustainability in the Next Decade), and considering the full life cycles of multiple natural resources. OP also serves a convening and consulting role as requested within EPA programs, offices, and other federal agencies.

3. GOALS

DoD and EPA recognize their extensive common and complementary interests in environmental research and development, environmental management, installation capabilities and operations, integrating sustainability actions, and many other areas. This MOU seeks to achieve the following goals:

- Collaborate to enhance the productive output of each party to improve public health
- Implement the DoD's vision of sustainable and resilient military installations
- Engage DoD's installations as test beds to demonstrate and deploy innovative technologies and approaches
- Integrate sustainability actions into practices and policies, refining and expanding approaches as appropriate
- Promote a sustainable and resilient natural and built infrastructure and advance sustainable outcomes through agency decisions and actions
- Collaborate to implement E.O. 13693 and any subsequent orders on sustainability on areas of mutual benefit
- Convene key actors and stakeholders to discuss, develop, implement, review, and replicate strategies on shared sustainability and technology goals
- Evaluate, refine, and implement the signatories' current process for joint project selection.
- Meet at least semi-annually to review progress on current projects, select future projects, and determine future pathways and milestones
- Identify, develop, and implement a joint strategy to communicate project results internally and externally.

4. AUTHORITIES

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

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.

5. ROLES AND RESPONSIBILITIES

DoD and EPA intend to continue to cooperate in research, development, and demonstration, implementation, and promotion of technologies and practices that can be used to achieve mutual goals. Joint DoD - EPA activities are expected to continue 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.

6. SCOPE

A. General

Subject to mutual consent and availability of funding, DoD and EPA intend to continue carrying out joint activities to advance the development and/or demonstration and amplification of new applications, practices, and technologies that can be used to achieve mutual sustainability goals. These applications, technologies, and practices will use both new and existing data and information about health and the environment, as well as new data and information 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. DoD and EPA are expected to designate a liaison officer(s) to develop and coordinate the specific projects agreed upon.

7. LIMITATIONS

- A.** All commitments made in this MOU by DoD and EPA are subject to the availability of appropriated funds as well as each party's budget priorities. Nothing in this MOU obligates the DoD or EPA to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or other financial agreement or obligation. Nothing in this MOU anticipates or requires the adoption of new policies or practices applicable to DoD other than any internal operational changes DoD at its sole discretion chooses to make or encourage. 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 noncompetitive 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.

F. As between the parties, each party agrees that should a third party claim arise under the Federal Tort Claims Act (FTCA), 28 U.S.C. § 346(b), §§ 2671-2680, the party whose employee's conduct gave rise to the claim shall be responsible for the investigation and disposition of the claim. For FTCA claims involving the conduct of employees of more than one party arising out of a joint activity conducted pursuant to this MOU, the parties agree to work cooperatively to determine which entity will be primarily responsible for the investigation and disposition of the claim. Nothing herein shall be deemed an indemnification provision or a waiver of any governmental or sovereign immunity or of any other legal or factual defense available to either party.

8. POINTS OF CONTACT

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

Department of Defense:

David Asiello
Office of the Assistant Secretary of Defense
Energy, Installations and Environment
571-372-6793

Herbert Nelson
Office of the Assistant Secretary of Defense
Energy, Installations and Environment
571-372-6400

U.S. Environmental Protection Agency:

Michael Nye, EPA Net Zero Program Manager
National Exposure Research Laboratory
Office of Research and Development
303-312-6986

Jennifer Orme-Zavelata, Director
National Exposure Research Laboratory
Office of Research and Development
919-541-2106

Bob Sachs
National Sustainability Advisor
Office of the Administrator
Office of Policy
202-566-2884

Tom Tyler,
Director
Office of Strategic Environmental Management
Office of the Administrator
Office of Policy
202-566-0808

Notification of a change in a party's point of contact shall be in made in writing and provided by letter delivered to the corresponding party's point of contact. Formal amendment to this MOU will not be required solely for the purposes of changing a party's point of contact.

9. MODIFICATION/DURATION/TERMINATION

This MOU is to take effect upon December 1, 2016 and remain in effect for a period of five years. 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[ies], at least 60 days in advance of the desired termination date.

10. 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 designated pursuant to 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 their respective higher officials for appropriate resolution.

11. APPROVALS

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

Department of Defense

Peter Potochney

Principal Deputy Assistant Secretary of Defense

(Energy Installations & Environment)

Performing the Duties of the Assistant Secretary of Defense

(Energy, Installations and Environment)

 Date 1/5/17

U.S. Environmental Protection Agency

Thomas A. Burke, Deputy Assistant Administrator
for Research and Development

 Date 12/7/16

U.S. Environmental Protection Agency

Laura Vaught, Associate Administrator
Office of Policy

 Date 12/15/16