

US EPA ARCHIVE DOCUMENT



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
U.S. ENVIRONMENTAL PROTECTION AGENCY
AND THE
CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL**

I. PURPOSE/OBJECTIVES/GOALS

The purpose of this Memorandum of Understanding (MOU) is to outline collaboration efforts on the advancement, development and implementation of Green Chemistry between the U.S. Environmental Protection Agency (EPA), an executive branch agency, and the California Department of Toxic Substances Control (DTSC), an agency of the State of California. This MOU is entered into between the EPA and DTSC to establish relations between the two institutions regarding collaboration on their mutual goals on Green Chemistry. The EPA and DTSC are referred to herein as “the Parties” to this MOU.

II. BACKGROUND

America is home to a world-leading environmental technology industry. The EPA is an internationally recognized leader in Green Chemistry and engineering research, application, and technology development. Additionally, the EPA brings unique expertise and state-of-the-art technical and analytical support, thorough understanding of chemicals, technology development, applications and innovation.

DTSC is considered to be at the forefront of bringing the implementation of Green Chemistry into practice and application through research, education, economic development, and regulation.

Given their extensive common and complementary interests, active research collaboration between the EPA and DTSC could foster and facilitate both parties’ integrated approach to shared discovery and learning. These research activities can ultimately advance their respective statutory missions and enhance the broader academic community. Such collaboration would enhance the productive output of each party individually as well as jointly, and serve the public health.

III. AUTHORITIES

The EPA enters into this MOU under the authority of section 104(a) and (b) of the Clean Water Act, 33 U.S.C. § 1254(a) and (b), section 1442(a) and (c) of the Safe Drinking Water Act, 42 U.S.C. § 300j-1(a) and (c), the Environmental Research, Development and Demonstration Act, 42 U.S.C. §§4370, and section 10(d) and (g) of the Toxic Substances Control Act, 15 U.S.C. § 2609(d) and (g). In addition, section 6604(b) of the Pollution Prevention Act, 42 U.S.C. § 13103(b), authorizes US EPA to, among other things, facilitate the adoption of source reduction techniques by

businesses. DTSC enters into this MOU under the authority of Article 14 of Chapter 6.5 of Division 20 of California Health and Safety Code.

IV. ROLES AND RESPONSIBILITIES

The EPA and DTSC intend to cooperate on various activities to facilitate the mutual goal of advancing Green Chemistry practices, understanding, implementation and other related goals. Joint 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, the EPA and DTSC intend to carry out joint activities to achieve the mutual goal of facilitating the advancement of Green Chemistry through areas such as, but not necessarily limited to:

- technical support,
- data and technology exchange,
- staff partnership and collaboration, and
- mutual communication outreach and engagement.

B. Specific Objective

The terms of cooperation for each specific project implemented under this MOU, including responsibility for any funding of such specific projects, are expected to 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 are to 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.

Specific objectives may include, but not necessarily limited to:

- advancing the science of alternative assessment,
- advancing the development of chemical information databases (e.g. ACToR), and
- advancing training and educational opportunities (e.g. fellowships and internships).

Details on how the objectives of the MOU are expected to be met will be developed to complement this MOU.

VI. LIMITATIONS

A. All commitments made in this MOU by the EPA and DTSC 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 DTSC or the EPA to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or other financial agreement or obligation. DTSC agrees not to submit a claim for compensation for services rendered to the EPA or any other federal agency for activities it undertakes in carrying out this MOU, and the EPA agrees not to submit a claim for compensation for services rendered to DTSC 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 is to be handled in accordance with applicable laws, regulations, and procedures, including those for government procurement and printing, if applicable. Such endeavors are expected to be subject to separate subsidiary agreements that are to be effected in writing by representatives of both parties and 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 DTSC or the EPA, their officers or employees, or any other person. This MOU does not direct or apply to any person outside DTSC and the EPA.

D. Nothing in this MOU alters the statutory authorities of the EPA or DTSC. This MOU does not supersede or void existing understandings or agreements between the EPA and DTSC. Rather, this agreement provides general coordinating guidelines and mechanisms.

E. 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.

F. 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

A. The parties agree that works created jointly by civil service employees of the EPA and the state employees of DTSC pursuant to this MOU are not eligible for copyright protection in the U.S. A party obtaining rights from its contractor working on activities conducted under the MOU will do so on behalf of both parties.

B. To the extent any specific collaboration arising under this MOU may result in a patentable subject invention, the parties agree to set forth the ownership and related rights, interests and obligations in a separate written agreement. Patent rights will be determined in accordance with

U.S. patent law. Parties agree not to publish or otherwise disclose any such patentable subject invention until a patent application has been filed in the U.S. Patent and Trademark Office.

VIII. POINTS OF CONTACT

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

U.S. Environmental Protection Agency:

Michael A. Gonzalez
Office of Research and Development
26 West Martin Luther King Drive
Cincinnati, OH 45268
513-569-7998
gonzalez.michael@epa.gov

California Department of Toxic Substances Control:

Karl Palmer
Toxics in Products Branch
Office of Pollution Prevention and Green Technology
(916) 445-2625
kpalmer@dtsc.ca.gov

Notification of any change in liaison officers may be made by letter. Amendment of the MOU will not be necessary.

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 three (3) 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 that are 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

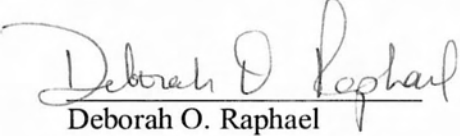
Should disagreement arise on the interpretation of the provisions of this MOU, or amendments and/or revisions thereto, that cannot be resolved at the operating level by the points of contact set forth in Section VIII above, the area(s) of disagreement are to be stated in writing by each party and

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

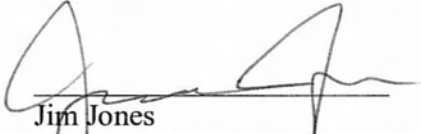
In witness whereof, the parties hereto have offered their signatures:

California Department of Toxic Substances Control


Deborah O. Raphael
Director

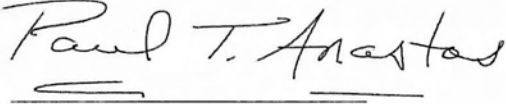
1/12/12
Date

U.S. Environmental Protection Agency


Jim Jones
Acting Assistant Administrator
Office of Chemical Safety and Pollution Prevention

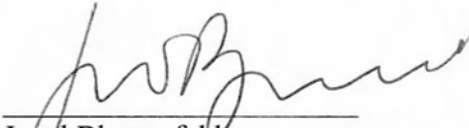
1/12/12
Date

U.S. Environmental Protection Agency


Paul T. Anastas, Ph.D.
Assistant Administrator
Office of Research and Development

1/9/12
Date

U.S. Environmental Protection Agency


Jared Blumenfeld
Regional Administrator
Pacific Southwest

1/12/12
Date