

US EPA ARCHIVE DOCUMENT

MEMORANDUM OF UNDERSTANDING

for

Promoting Lead Poisoning Prevention

between the

U.S. Environmental Protection Agency

APR 21 2015

and

Consumers' CHECKBOOK/The Center for the Study of Services

The U.S. Environmental Protection Agency (EPA) and Consumers' CHECKBOOK (Consumers' CHECKBOOK/The Center for the Study of Services) have a shared interest in promoting the Lead Renovation, Repair and Painting (RRP) rule, and the importance of working lead-safe and other approaches to reducing lead exposures. The Assistant Administrator of the EPA's Office of Chemical Safety and Pollution Prevention, on behalf of the U.S. Environmental Protection Agency, and the Chief Executive Officer of Consumers' CHECKBOOK believe that a memorandum of understanding (MOU) is the appropriate instrument to provide the structure for meeting their shared goals of promoting the RRP rule and lead poisoning prevention. The EPA also offers its activities described in this MOU to other nongovernmental organizations.

I. PARTIES

This MOU is between the U.S. Environmental Protection Agency located in Washington, D.C., and Consumers' CHECKBOOK in Washington, D.C.

II. AUTHORITIES

The EPA enters into this MOU pursuant to Section 102(2)(G) of the National Environmental Policy Act (42 U.S.C. § 4332).

III. PURPOSE

The purpose of this MOU is to provide a framework to stimulate participation in the EPA's RRP program and other lead programs by Consumers' CHECKBOOK through the transfer of useful information to a large audience via the well-developed communications network managed by Consumers' CHECKBOOK.

IV. RESPONSIBILITIES OF THE PARTIES

The parties intend to develop at least one joint implementation plan to pursue more specific activities that match their mutual interests and capabilities and that further their common objectives. A joint implementation plan might describe, for example, how the parties intend to use facilities and personnel, engage in cooperative projects, and develop resources and displays. Further, the parties intend to draft any joint implementation plan such that it complies with applicable laws and regulations. The parties intend to update any joint implementation plan as needed to reflect additional projects. Within projects, the parties intend to identify specific objectives and approaches, responsibilities, schedules and milestones, as well as expected outputs or results.

In general, the parties intend to focus on activities that provide technical assistance, coordinate environmental content and related education, outreach, and promotion. Activities could include, but are not limited to, the joint development of outreach and marketing materials, coordinated speaking events, shared press releases and

announcements or linked web content. The parties intend to collaborate on identifying the EPA content and programs to integrate into existing and upcoming Consumers' CHECKBOOK activities and initiatives. All joint press related issues (web, printed, etc) will be coordinated through both the EPA's and Consumers' CHECKBOOK's Press Office prior to being released.

The parties intend to hold meetings and workshops as necessary to develop, plan, and implement these activities to establish appropriate models of communication. The parties view this MOU as important in realizing progress toward the shared goal of promoting the RRP rule and raising awareness regarding the dangers of lead to the Consumers' CHECKBOOK community.

Each party intends to carry out its respective activities, as described within the context of this MOU, in a coordinated and mutually beneficial manner. Each party plans to designate an official Point of Contact (POC) for this MOU and the POCs are expected to have the necessary program support to carry out the purposes and scope of the MOU. The POCs and their designees have day-to-day responsibility for carrying out this MOU. Collaborative projects are expected to have their own project leads appropriately drawn and supported from their own organizations. The POCs are responsible for oversight of the activities described in this MOU.

The EPA has primary responsibility for providing subject matter expertise. As needed, the EPA intends to seek support from within the agency and its federal partners of collaborative projects and strategies that further the goals of this MOU. The EPA's obligations are subject to its resource availability and the independent authority and abilities of its agency partners, as determined by the EPA.

Consumers' CHECKBOOK has primary responsibility for identifying the best mechanisms for promoting the RRP rule and lead poisoning prevention within its industry and encouraging greater awareness and sustainable behavior by its customers. Consumers' CHECKBOOK's obligations are subject to its resource availability, as determined by Consumers' CHECKBOOK in its sole discretion.

The parties plan to support the exchange of technical information and subject matter expertise – through displays, multimedia formats, fact sheets, workshops, information collaborating, educational resources, and other means – on the RRP rule and lead poisoning prevention.

The parties intend to consult regularly, and at least quarterly, to further this MOU and associated program content as warranted. The parties intend to contribute to annual and other reports or assessments as needed or requested. The parties intend to monitor the approaches and results of activities under this MOU and prepare a concise annual joint evaluation of the progress and results of the MOU that may be used as a basis for senior management to adjust the purpose, scope, or direction of the MOU accordingly.

V. POINTS OF CONTACT

The following individuals are designated POCs for the MOU:

EPA:

Tanya Hodge Mottley, Director
National Program Chemicals Division
Office of Pollution Prevention and Toxics
Office of Chemical Safety and Pollution Prevention
U.S. Environmental Protection Agency
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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 this Section and Section VI. PROPRIETARY INFORMATION AND 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 Consumers' CHECKBOOK or the EPA, their officers or employees, or any other person. This MOU does not direct or apply to any person outside of Consumers' CHECKBOOK and the EPA.

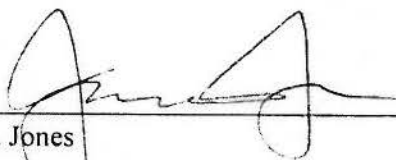
d. This MOU is not intended to be an endorsement of Consumers' CHECKBOOK by the EPA. Consumers' CHECKBOOK can promote its MOU with the EPA, but cannot in any way imply that the EPA endorses, supports or promotes Consumers' CHECKBOOK itself or any of its services. Consumers' CHECKBOOK agrees not to make statements to the public at workshops and meetings, promotional literature, on its website or through any other media that imply that the EPA endorses Consumers' CHECKBOOK or any service or product offered by Consumers' CHECKBOOK. In addition, Consumers' CHECKBOOK must not make statements that imply that the EPA supports Consumers' CHECKBOOK's efforts to raise public or private funds. Any statements or promotional materials prepared by one party that describe this MOU must be approved in advance by the other party. All uses of one party's logo or program logos by the other party must be reviewed and approved by the applicable party prior to publication.

VIII. PERIOD OF AGREEMENT AND MODIFICATION/TERMINATION

This MOU is to take effect when signed by all parties and remain in effect for three (3) years. This MOU may be amended at any time by the mutual written consent of the parties. The parties intend to review this MOU annually to determine whether it should be revised, renewed, or canceled. Any party may terminate its participation in this MOU by providing 30 days written notice to the other party.

Signed on behalf of

U.S. Environmental Protection Agency

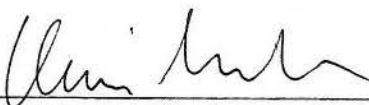


James J. Jones
Assistant Administrator
Office of Chemical Safety and Pollution Prevention
U.S. Environmental Protection Agency

4/21/15

Date

Consumers' CHECKBOOK



Kevin Brasler
Executive Editor
Consumers' CHECKBOOK

4/28/15

Date