

MEMORANDUM OF UNDERSTANDING
Between
U.S. ENVIRONMENTAL PROTECTION AGENCY
and POLLINATOR PARTNERSHIP

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby entered into by and between the U.S. Environmental Protection Agency (EPA) and the Pollinator Partnership (the parties) to facilitate cooperation and coordination to reduce the likelihood of adverse effects on pollinators, their habitats, and associated ecosystems from the use of pesticides.

I. BACKGROUND

Pollinators such as bees, birds, bats, and insects, play a vital role in flowering plant reproduction and in the production of most fruits and vegetables. Without the assistance of pollinators, most plants cannot reproduce. Declines in the health and populations of some pollinator species pose substantial threats to the integrity of biodiversity, to global food webs, and to human health.

EPA has authority under the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), 7 U.S.C. 136 *et seq.*, to regulate the sale and use of pesticides through the registration process. In order to issue a pesticide registration, EPA must determine that the pesticide will not cause unreasonable adverse effects to the environment. This finding takes into account the risks and benefits of a pesticide to both humans and the environment, including pollinators. The registration of a pesticide includes approval of a label that provides critical information about how to safely and legally handle and use the pesticide product. Unlike most product labels, pesticide labels are legally enforceable, and it is a violation of Federal law to use the pesticide product in a manner inconsistent with its labels. A key function of the pesticide product label is to manage potential risks from pesticides, such as potential unreasonable adverse effects on non-target organisms, including pollinator species. In support of that function, state and federal agencies enforce pesticide labels, provide educational programs for pesticide users, and pesticide users read and follow the label directions. As a complement to its regulatory actions, EPA encourages voluntary stewardship efforts adopted by pesticide users to reduce potential exposure to pesticides and related potential risks.

Pollinator Partnership's mission is to act as a catalyst for stewardship. One of its goals is to improve the health and survival of all pollinator species by promoting their importance and by protecting their habitats. Pollinator Partnership coordinates the North American Pollinator Protection Campaign (NAPPC), a partnership with a diverse array of stakeholders designed to promote healthy, sustainable populations of pollinators.

The goal of EPA and Pollinator Partnership is to cooperate with each other in order to promote the health of pollinator species and the proper usage of pesticides, which should help support healthy, sustainable populations of native and managed pollinators and the native plant ecosystems on which they depend. Cooperation and coordination between EPA and Pollinator Partnership will facilitate, where practical, procedures and practices that support pollinators and their habitats.

II. PURPOSE

The purpose of this MOU is to provide a framework for cooperation and coordination between EPA and Pollinator Partnership in promoting the health of pollinator species and their habitats. Cooperation and coordination may involve a wide range of activities including, but not limited to: providing information useful for conducting assessments; identifying research objectives; monitoring programs; education; and, other activities useful in evaluating the impacts of pesticides on pollinators.

III. AUTHORITY

EPA is authorized to enter this MOU under section 102(2)(G) of the National Environmental Policy Act (42 U.S.C. § 4332(2)(G)) and section 303 of the Food Quality Protection Act (7 U.S.C. § 136r-1).

IV. RESPONSIBILITIES AND PROCEDURES

A. The EPA intends to cooperate with Pollinator Partnership to:

1. Identify opportunities to protect the health and the habitats of pollinators from unreasonable adverse effects from pesticides.
2. Identify tasks that will assist EPA in assessing and/or mitigating impacts of pesticides to pollinators.
3. Develop and/or improve risk management options for the safe and effective use of pesticides.
4. Promote, through outreach, education, or other similar programs, the proper use of pesticides in accordance with applicable federal laws and regulations.
5. Encourage the understanding and use of best management practices (BMP) and integrated pest management (IPM) techniques to minimize risks to the environment, including pollinators and their habitats, from pesticides.
6. Encourage research to develop new approach methods (NAMs) to enhance testing and verification of chemicals and reducing reliance on *in vivo* testing.
7. Participate in relevant NAPPC (North American Pollinator Protection Campaign) Task Forces and activities to support pollinator health across North America, consistent with EPA's obligations for regulating pesticides under FIFRA.

B. Pollinator Partnership intends to:

1. Assist EPA in assessing impacts of pesticides on pollinators by offering coordination and cooperation between efforts undertaken by Pollinator Partnership affiliations and other organizations and EPA.
2. Cooperate with EPA to identify research and stewardship practices that will inform

EPA efforts in assessing impacts of pesticides on pollinators in its review of pesticides under FIFRA.

3. Assist EPA in disseminating information regarding pesticides either outward to the public or inward to the Agency through its affiliate organizations, including, but not limited to: information about techniques or approaches of reducing pollinator exposure to pesticides, information about pesticide regulation(s) that protect pollinator species, and information about projects undertaken by the EPA to reduce potential risks of pesticides to pollinator species.
4. Provide information to EPA to assist in understanding and assessing impacts of pesticides on pollinator species and promote research to develop and validate NAMs.

V. GENERAL PROVISIONS

- A. In carrying out any activities under this MOU, EPA is obligated to comply with procedures and obligations imposed by laws and directives. Nothing in this MOU obligates or authorizes EPA to act in a manner that conflicts with those statutory and regulatory obligations and directives.
- B. All commitments made by EPA in this MOU are subject to the availability of appropriated funds. Nothing in this MOU obligates either EPA or Pollinator Partnership to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or incur other financial obligations that would be inconsistent with Agency budget priorities. Pollinator Partnership agrees not to submit a claim for compensation for services rendered to EPA in connection with any activities it carries out in furtherance of this MOU. This MOU does not exempt Pollinator Partnership from EPA policies governing competition for assistance agreements. Any transaction involving reimbursement or contribution of funds between the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures under separate written agreements. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority.
- C. Pursuant to Federal ethics rules, EPA employees may not, with limited exceptions, endorse or promote products or services offered or provided by any non-federal entity. Nothing in this MOU constitutes an endorsement by either party of the other, including any products or services, or any fundraising activity or promotion. Pollinator Partnership agrees not to make statements to the public, through promotional literature, on its website, or through any other media that imply that EPA or any of its employees endorses Pollinator Partnership or any service or product offered by Pollinator Partnership. In addition, Pollinator Partnership agrees not to make statements that imply that EPA supports Pollinator Partnership's efforts to raise public or private funds. Any statements or promotional materials prepared by Pollinator Partnership that describe this MOU must be approved in advance by EPA.
- D. Any information furnished to the EPA under this MOU is subject to the Freedom of Information Act (5 U.S.C. § 552) and EPA's regulations at 40 C.F.R. part 2.

- E. In carrying out activities pursuant to this MOU, the parties will comply with the Federal Advisory Committee Act (5 U.S.C. App. 2), to the extent it applies.
- F. This MOU in no way restricts EPA or Pollinator Partnership from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
- G. During the performance of this MOU, all parties will abide by the terms of Executive Order 11246 (30 FR 12319 (Sept. 24, 1965)), on nondiscrimination and will not discriminate against any person because of age, race, color, religion, sex, national origin, or disability.
- H. Nothing herein is intended to conflict with the current EPA or Pollinator Partnership directives. If any term of this MOU is deemed inconsistent with those directives, then those terms will be null and void, but the remaining terms will remain in full force and effect.
- I. Prior to issuing any press, media releases, published advertisements, or other statements for the public involving activities covered in this MOU, Pollinator Partnership will consult with and obtain permission from EPA.
- J. Modifications within the scope of this MOU will be made by mutual consent of the parties hereto, by the issuance of a written modification, signed and dated by parties.
- K. This MOU is not intended to and does not create any right or benefit, substantive or procedural, enforceable by law or equity against EPA or Pollinator Partnership, their officers, or employees, or any other person. This MOU does not direct or apply to any person outside of EPA and Pollinator Partnership. This MOU does not impose any binding obligations on any person.

VI. EFFECTIVE DATE AND TERMINATION

This MOU becomes effective upon signature by EPA and Pollinator Partnership and will supersede the MOU that was signed by EPA and Pollinator Partnership in 2017. Unless terminated, this new MOU shall be in effect for five years from the date of the last signature, at which time this MOU shall automatically terminate unless renewed by all parties hereto. Any party to this MOU reserves the right to withdraw from this agreement, or any part thereof, at any time upon 30 days prior written notice to the other party hereto.

VII. PRINCIPAL CONTACTS

The principal contacts for this MOU are:

For U.S. Environmental Protection Agency:

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For Pollinator Partnership:

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President and CEO
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VIII. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.



Alexandra Dapolito Dunn
Assistant Administrator
Office of Chemical Safety and Pollution Prevention
U.S. ENVIRONMENTAL PROTECTION AGENCY

Date 6/22/2020



Laurie Davies Adams
President and CEO
POLLINATOR PARTNERSHIP

Date 06/12/2020