

US EPA ARCHIVE DOCUMENT

**Memorandum of Understanding  
Between  
Green Sports Alliance  
and the  
U.S. Environmental Protection Agency**

**PURPOSE**

This Memorandum of Understanding (MOU) is made and entered into by the Green Sports Alliance (GSA), an organization that represents 13 sports leagues and more than 90 sports venues and teams, and the United States Environmental Protection Agency (the EPA) in areas of mutual interest. The EPA is interested in working with organizations that want to protect the environment and safeguard human health. The EPA has placed a high priority on protecting communities from environmental-health risks and providing environmental education. Through the fan education and the related community education and outreach practiced by most leagues, the EPA has an opportunity to educate millions of Americans both young and old and to reach an audience it could not reach on its own.

GSA brings together venue operators, sports team executives and environmental scientists to exchange information about better practices and to develop cost-competitive and innovative solutions to their environmental challenges. The information gathered from this collaboration is available to GSA members to gain a better understanding of how sporting events can be conducted in an environmentally sensitive manner. GSA and the EPA share a commitment to support the U.S. sporting industry's efforts to conserve resources, promote stewardship and reduce pollution, improve environmental awareness and promote more sustainable behavior by the sporting industry, stakeholders, partners and consumers.

Since its inception, the EPA's mission has been focused on protecting human health and the environment. The EPA recognizes the necessity for full participation by all citizens in environmental policy making, problem solving and sustainable practices. GSA is committed to establishing sustainable business practices in the sports industry and environmental awareness of its stakeholders and the communities that surround its venues.

This MOU is intended to establish a framework to guide the new partnership between GSA and the EPA, specifically to assist in the development of a cooperative working relationship for planning and accomplishing mutually beneficial projects and activities that should help increase environmental education and stewardship within GSA and its stakeholders. Through this MOU, GSA and the EPA express their intent to build a cooperative, long-term relationship in areas of mutual interest over the next two years.

GSA recognizes there are many areas where enhanced cooperation is possible and would be mutually beneficial. GSA and the EPA may agree to work to enhance cooperation in other areas without

amending this MOU. The process to establish these other areas will occur through discussion between EPA and GSA leadership. GSA and the EPA intend to cooperate on the following:

1. Provide training materials available through EPA programs and initiatives to educate members of GSA on environmental education and sustainable practices;
2. Work to identify training and speaking opportunities at local and national GSA events for EPA personnel;
3. Work to educate and sponsor joint activities with GSA and the EPA where GSA and its members have events;
4. Work to develop national activities that will be sponsored jointly by GSA, its members and the EPA on Earth Day and other mutually significant dates during the year;
5. Work to communicate effectively with GSA members on environmental issues and best sustainability practices through its different communication vehicles;
6. Work to educate local communities and consumers, including stadium or sporting venue attendees or fans, retail consumers and local environmental municipalities (waste management, water, energy) on environmental education and sustainable practices; and
7. Provide publicly available EPA tools for GSA sports facilities to track and report environmental performance and identify EPA programs, such as Energy Star and Design for the Environment, available to help the industry and its overall greening efforts.

## **NATIONAL ENVIRONMENTAL EDUCATION FOUNDATION**

The EPA intends to work with or through the National Environmental Education Foundation, in a manner that is consistent with the National Environmental Education Act, to advance the goals of the MOU, to provide environmental education to key constituencies of GSA including local communities, stadium or sporting venue employees, fans, etc. The National Environmental Education Foundation was chartered by Congress in 1990, through the National Environmental Education Act, to complement and support the EPA's mission and increase the environmental literacy of the American public. It fulfills its mission through programs such as National Public Lands Day, an annual event that involves more than 170,000 volunteers in all 50 states at 2,000 sites contributing more than \$18 million dollars in volunteer services, and Earth Gauge, which provides weekly environmental facts and tips tied to the local weather report in 111 media markets reaching more than 240 million viewers with valuable information they can use in their daily lives.

## **ENDORSEMENT**

Under federal ethics rules, the EPA may not endorse products or services provided by private entities. Nothing in this MOU constitutes an endorsement by either party of the products, services and/or

fundraising activities of the other. GSA agrees to not make statements to the public at workshops and meetings, promotional literature, on its website or through any other media (hereinafter collectively referred to as "media") that imply the EPA endorses GSA or any service or product offered by GSA. The EPA shall do likewise concerning any media materials it creates, displays, posts and distributes. In addition, GSA agrees not to make statements that imply that the EPA supports GSA efforts to raise public or private funds. Any statements or promotional materials prepared by one party that describes this MOU must be approved in advance by the other party.

## **LIMITATIONS**

Nothing in this MOU alters the statutory, regulatory or other authority or responsibilities of the EPA. This MOU does not supersede existing agreements or restrict any future agreements between GSA and the EPA.

This MOU does not create any right or benefit, substantive or procedural, enforceable by law or equity, by persons who are not party to this agreement, against GSA or the EPA, their officers or employees or any other person. This MOU does not direct or apply to any person outside of GSA and the EPA.

This MOU does not, in and of itself, obligate either party to expend funds. All commitments made by the EPA are subject to the availability of appropriated funds. Any endeavor involving reimbursement, contribution or financial assistance between the parties to this MOU will be handled in accordance with applicable laws, regulations and procedures and will be subject to separate agreements, hereunder, that shall be affected in writing by representatives of both parties. Neither party will submit a claim for compensation to the other party for activities carried out under this MOU.

This MOU does not exempt GSA 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.

## **INTELLECTUAL PROPERTY**

The parties agree that any copyrightable subject matter, including but not limited to journal articles, training, educational or informational material or software, created jointly by the parties from the activities conducted under the MOU may be copyrighted by GSA. GSA hereby grants to the government a royalty-free, nonexclusive, irrevocable right to use copyrightable subject matter for the purposes stated herein and to reproduce, distribute, make derivative works and publish or perform the work(s) publicly. Contingent upon GSA agreement, the EPA may authorize others to use the same on its behalf.

The EPA's official seal and identifier may only be used for official purposes. They may not be used to promote commercial products or services. EPA Order 1015.2A (December 27, 1978). Use of the seal or identifier on the MOU document or in the EPA's own written material/web content ("products") relating to the activities carried out under the MOU would meet the official purpose test. Additionally,

a party to the MOU may be allowed to display the EPA seal on brochures and other materials relating to joint activities. However, any product, including those products of the other parties to the MOU, that use the EPA seal or identifier must first be reviewed and approved by the EPA's product review process in the Office of External Affairs and Environmental Education before it can be released.

**COMMENCEMENT/DURATION/MODIFICATION/TERMINATION**

This MOU is to take effect upon the signature of the parties and remain in effect for a period of two (2) years. This MOU may be extended or modified at any time per the mutual written consent of the parties. Additionally, a party may terminate this participation in this MOU at any time by providing written notice to the other party, at least ninety (90) days in advance of the desired termination date.

 9/6/12  
Date

Scott Jenkins  
Chair, Board of Directors  
Green Sports Alliance

 9/6/12  
Date

Bob Perciasepe  
Deputy Administrator  
U.S. Environmental Protection Agency