MEMORANDUM OF UNDERSTANDING

for

Promoting Lead Poisoning Prevention

between the

U.S. Environmental Protection Agency

and

Best Pick Reports

The U.S. Environmental Protection Agency (EPA) and EBSCO Research, LLC d/b/a Best Pick Reports (Best Pick Reports) 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 Best Pick Reports 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 Best Pick Reports 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 Best Pick Reports through the transfer of useful information to a large audience via the well-developed communications network managed by Best Pick Reports.

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 Best Pick Reports activities and initiatives. All joint press related issues (web, printed, etc) will be coordinated through both the EPA's and Angie List'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 Best Pick Reports 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.

Best Pick Reports 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. Best Pick Reports' obligations are subject to its resource availability, as determined by Best Pick Reports 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
mottley.tanya@epa.gov
Telephone: (202) 564-3152

Best Pick Reports:

Alan Pierce, Marketing Coordinator
Best Pick Reports
apierce@ebscoresearch.com
Telephone: (706) 499-6358

VI. PROPRIETARY INFORMATION AND INTELLECTUAL PROPERTY

To carry out the joint work resulting from this MOU, Best Pick Reports may need to disclose proprietary information to the EPA. For the purpose of this MOU, proprietary information is defined as information that an affected business claims to be confidential and is not otherwise available to the public. Best Pick Reports agrees to clearly identify as such confidential information disclosed to the EPA in writing; and to clearly memorialize in writing, within a reasonable time, any confidential information initially disclosed orally. The EPA agrees not to disclose, copy, reproduce or otherwise make available in any form whatsoever to any other person, firm, corporation, partnership, association or other entity information designated as proprietary or confidential information without consent of Best Pick Reports except as such information may be subject to disclosure under the Freedom of Information Act (5 U.S.C. § 552), and the EPA's regulations at 40 CFR Part 2, or as otherwise authorized by law.

The parties agree that any copyrightable subject matter, including but not limited to training, educational or informational material or software, created by Best Pick Reports or jointly by the parties from the activities conducted under the MOU may be copyrighted by Best Pick Reports. Best Pick Reports hereby grants to the government a royalty-free, nonexclusive, irrevocable right to reproduce, distribute, make derivative works, and publish or perform the work(s) publicly, or to authorize others to do the same on its behalf.

However, any creation or distribution of any materials which contain the Best Pick Reports trademarks or logos are subject to Best Pick Reports prior express written approvals, unless otherwise compelled by federal law.

Notwithstanding the foregoing, the parties agree that any patentable subject matter created by Best Pick Reports pursuant to the terms of this MOU will be owned by Best Pick Reports. If either party anticipates creating any trademark in connection with this MOU it will be done by a prior written agreement.

VII. LIMITATIONS

a. All commitments made in this MOU are subject to the availability of appropriated funds and each party's budget priorities. Nothing in this MOU, in and of itself, obligates Best Pick Reports or the EPA to expend appropriations or to enter into any contract, assistance agreement, or other financial obligations. The MOU does not exempt Best Pick Reports from the EPA policies on competition for financial assistance or procurement contracts, nor any applicable enforcement. Best Pick Reports 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 unless an alternative agreement indicates otherwise.

b. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties to this MOU will be handled in accordance with applicable laws, 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 Best Pick Reports or the EPA, their officers or employees, or any other person. This MOU does not direct or apply to any person outside of Best Pick Reports and the EPA.

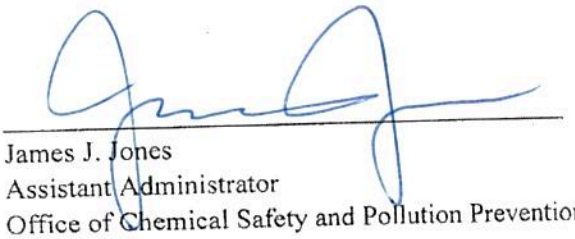
d. This MOU is not intended to be an endorsement of Best Pick Reports by the EPA. Best Pick Reports can promote its MOU with the EPA, but cannot in any way imply that the EPA endorses, supports or promotes Best Pick Reports itself or any of its services. Best Pick Reports agrees not to make statements to the public at workshops and meetings, promotional literature, on its website or through any other media that imply that the EPA endorses Best Pick Reports or any service or product offered by Best Pick Reports. In addition, Best Pick Reports must not make statements that imply that the EPA supports Best Pick Reports'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

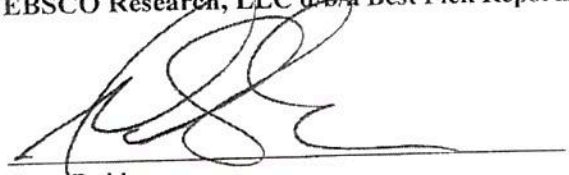
U.S. Environmental Protection Agency



6/9/15
Date

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

EBSCO Research, LLC d/b/a Best Pick Reports



6/1/15
Date

Greg Robb
General Manager
EBSCO Research, LLC d/b/a Best Pick Reports