



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE PEACE CORPS

AND

THE UNITED STATES

ENVIRONMENTAL PROTECTION AGENCY

## **INTRODUCTION**

This Memorandum of Understanding (MOU) is made between the United States Environmental Protection Agency (EPA) and the Peace Corps (Peace Corps). Throughout this MOU, EPA and Peace Corps are referred to as "the Parties."

The Parties currently pursue their own active programs of international cooperation with other nations around the world. They maintain ongoing communication with many of the same professional institutions and organizations in other countries and with international organizations. The Parties have important but distinct roles with regard to the protection of the environment and human health, and have a close and continuing involvement in implementing various aspects of United States foreign development assistance.

The complexities of environmental protection in an international context require complementary and integrated skills and knowledge from multiple organizations and disciplines. The Parties have extensive experience and recognized expertise in their mandated fields of responsibility and desire to exchange their knowledge on mutually satisfactory terms in order to further advance their respective missions. The Parties seek to help fulfill host country identified environmental needs through cooperation in several areas, including, but not limited to, strategic planning, training, management assistance, and project implementation. It is intended that through such cooperation, the complementary expertise and capabilities of both Parties may be more readily and effectively available for supporting such activities.

This MOU provides a broad framework and addresses the basic relationship, roles and responsibilities of the Parties but allows enough flexibility for more precise agreement in implementing instruments as needed.

### **1.0 PURPOSE**

The Parties enter into this MOU for the purposes of encouraging, broadening, and strengthening institutional ties between the two agencies and of furthering cooperation in international projects in support of each other's mission. These initiatives may be in response to requests from host countries or international organizations, or a result of proactive targeted global or regional efforts, consistent with the mission of each of the Parties.

### **2.0 AUTHORITIES**

#### **EPA's authorities consist of:**

A. Section 102(2)(F) of the National Environment Policy Act authorizes the EPA to recognize the worldwide and long-range character of environmental problems and, where consistent with the foreign policy of the United States, lend appropriate support to initiatives, resolutions, and programs designed to maximize international cooperation in anticipating and preventing a decline in the quality of mankind's world environment.

B. The International Environment Protection Act of 1983 (P.L. 98-164) authorizes the

President and Federal heads to assist other countries in wildlife and plant protection efforts in order to preserve biological diversity.

C. Section 17 (d) of the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA) authorizes parties to participate and cooperate in any international efforts to develop improved pesticide research and regulations.

D. Section 8001 of the Solid Waste Disposal Act (RCRA) authorizes parties to conduct and promote the coordination, research, investigations, experiments, training, demonstrations, surveys, public education programs, and studies relating to solid waste issues.

E. Section 104 of the Clean Water Act (CWA) authorizes EPA to establish national programs related to research, investigation and training for the prevention, reduction, and elimination of water pollution.

**The Peace Corps' authority consists of the Peace Corps Act, 22 U.S.C. Section 2501 et. seq.**

### **3.0 AREAS OF COOPERATION**

The EPA has current priorities and activities underway to protect the environment and human health in many countries around the world. It has identified a set of six international environmental priorities on which it will focus over the next several years. They are: build strong environmental institutions and legal structures; improve access to clean water; improve urban air quality; limit global GHG emissions and other climate-forcing pollutants; reduce exposure to toxic chemicals; and reduce hazardous waste and improve waste management.

The purpose of the Peace Corps is to promote world peace and friendship by helping the people of interested countries in meeting their need for trained men and women, helping promote a better understanding of Americans on the part of the peoples served, and helping promote a better understanding of other peoples on the part of Americans. The Peace Corps fulfills its mission by making it possible for American citizens to serve as Peace Corps Volunteers in developing countries and participate in the development efforts of their host communities.

The Peace Corps has Volunteers in over 60 countries engaged in various environmental activities, such as environmental education and community environmental awareness; solid waste and wastewater management; improved cookstoves; water and sanitation; natural resource management; renewable energy; and adaptation to climate change. Peace Corps Volunteers will not be involved in or participate in any activities in-country that are political in nature; nor will Volunteers be involved in or participate in controversial matters within the host country.

Any intended cooperative efforts or activities to be undertaken under this MOU must be consistent with the respective authorities, missions, policies, and priorities of the Parties, and subject to the availability of funds.

A. EPA and Peace Corps have identified potential cross-cutting areas for cooperation, including, but not limited to:

1. **Environmental Awareness** – The Parties may work together to foster environmental awareness in an international context by assisting communities, students, local governments, community-based organizations, and small businesses to improve their knowledge of environmental protection and stewardship through training, individual consultations, workshops, and information sharing.

2. **Community Assistance** – The Parties may work together to assist local communities in establishing monitoring systems to protect human health from pollution and hazardous waste, and to serve in a consultative role to assist host governments and international organizations in protecting human health.

3. **Capacity Building and Institutional Strengthening** – The Parties may work together to promote collaboration among citizens, government, businesses, civil society groups, and community-based organizations in order to engage public participation to make informed decisions on issues that affect the environment.

4. **Environmental Health** – The Parties may work together with host country partners to foster environmental interventions that improve the health of individuals in communities around the world.

**5. Materials and Tools Development**

The Peace Corps and EPA will collaborate in the review of technical materials, manuals and trainings, and share information on environmental topics as appropriate.

6. **Noncompetitive appointment of present and former Peace Corps Personnel:** EPA may use the authority provided under Executive Order 11103, and 5 C.F.R. § 315.607 to appoint noncompetitively qualified present and former Peace Corps personnel into agency positions in the competitive service. EPA also will consider engaging with Employers of National Service (EONS) and other activities as appropriate.

**7. Strategic Sustainability Performance Planning**

The Peace Corps and EPA may work together to address greenhouse gas emission reduction targets set by Executive Order 13693 Planning for Federal Sustainability in the Next Decade. In addition to addressing greenhouse gas emission reduction targets, the Peace Corps and EPA may work together, as appropriate, to align climate change resilience across its mission, policy and operations.

B. The Parties may apply these and other approaches to any of a number of technical areas of intervention, including, but not limited to, the following:

1. **Solid waste and wastewater management:** Assist communities in managing solid waste, hazardous wastes such as batteries, and wastewater at the household, school, community, and municipal levels.

2. **Improved cookstoves:** Facilitate access to fuel-efficient stoves, biodigesters, and solar ovens at the household and school levels.

3. **Water and sanitation:** Promote access to clean household water, induce demand for improved sanitation, promote hygiene behavior change, and facilitate financing and construction of wastewater disposal systems.

4. **Addressing climate change:** Help communities plan for, mitigate, and adapt to global climate change, including limiting global GHG emissions, disaster preparedness, and increased climate and water resources variability.

5. **Environmental institution strengthening:** Assist environmental ministries, protection agencies, local governments, and NGOs in developing communication, organizational, and managerial skills of service-level personnel.

6. **Coastal, watershed, and natural resource planning and management:** Help local partners build capacity in the planning and management of coastal zones, coral reefs, estuaries, and watersheds, including use of the latest tools and techniques, such as GIS/GPS and remote sensing.

C. The Parties may modify the above-listed areas of cooperation and approaches through discussions, as appropriate, and in addition, may explore opportunities to collaborate on activities related to recruitment and personnel.

#### **4.0 LIMITATIONS**

A. As required by the Anti-Deficiency Act, 31 U.S.C. 1341 and 1342, all intended cooperative efforts and activities to be undertaken by EPA and the Peace Corps under this MOU are subject to the availability of appropriated funds. Nothing in this MOU, in and of itself, obligates either party 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. Both Parties agree not to submit a claim for reimbursement for goods or services rendered in connection with any activities it carries out in furtherance of this MOU in the absence of an Implementing Instrument or other agreement authorizing such compensation. 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 and will be documented through separate written agreements.

B. 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 Peace Corps or EPA, their officers or employees or any other person. This MOU does not direct or apply to any person outside of Peace Corps and EPA.

## **5.0 RESPONSIBILITIES OF THE PARTIES**

In order to foster the successful implementation of this MOU, the Parties agree to the following:

A. The offices overseeing intended activities under this MOU are the Office of Overseas Programming and Training Support in the Peace Corps, and the Office of International and Tribal Affairs in EPA.

B. Specific intended cooperative efforts and activities to be undertaken by the Parties are to be agreed upon in advance by the Directors of each of the offices listed above and memorialized in implementing instruments, as appropriate. Each implementing instrument should specify: project or activity, background, scope of work, projected outcomes, relative resource obligations of the Parties, period of performance, and individuals responsible for implementation.

C. The Parties intend to explore opportunities for respective staff exchanges or Peace Corps service, as appropriate, to provide expertise for specific projects and initiatives.

D. The Parties intend to resolve disputes through good faith discussions.

E. By mutual agreement, the Parties may modify the areas of cooperation and list of intended activities set forth in § 3.0 of this MOU and determine the practical manner by which the goals, purposes and activities of this MOU are to be accomplished.

## **6.0 PRIMARY CONTACTS**

The Parties intend that the work under this MOU be carried out in the most efficient manner possible. To that end, the individuals holding the positions identified below will serve as primary contacts between the Parties. To the maximum extent possible and unless otherwise approved by the other party, all significant communications between the Parties are to be made through the primary contacts. The designated primary contacts for the Parties are:

For EPA, the Director of the Office of Regional and Affairs and Policy in the Office of International and Tribal Affairs (OITA)

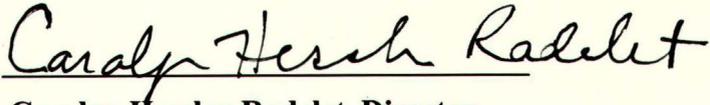
For the Peace Corps, the Director of Overseas Programming and Training Support

## **7.0 COMMENCEMENT/DURATION/MODIFICATION/TERMINATION**

This MOU is to take effect upon the signature of the Parties and remain in effect for a period of five (5) years. This MOU may be extended or modified at any time by the mutual written consent of the Parties. Additionally, a Party may terminate its participation in this MOU at any time by providing thirty (30) days written notice to the other Party. At the end of each fiscal year both Parties intend to review specific activities under this MOU and assess their collaboration.

In witness thereof, the Parties have signed this Memorandum of Understanding on the date set forth below.

  
Gina McCarthy, Administrator  
Environmental Protection Agency

  
Carolyn Hessler-Radelet, Director  
Peace Corps

Date: Aug 31, 2016

Date: 31 August 2016