

### UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

WASHINGTON, D.C. 20460

Memorandum of Understanding
On Collaboration of Effort
between the
U.S. Environmental Protection Agency
and the
National FFA Organization
February 13, 2019

OFFICE OF THE ADMINISTRATOR

# I. Purpose

The purpose of this MOU is to formalize a first-time nonbinding agreement of enhanced cooperation between the United States Environmental Protection Agency (EPA) and the National FFA Organization (FFA) (collectively, the Parties).

#### II. Parties

EPA is a federal agency authorized to administer environmental laws and is funded by annual appropriations. The mission of the agency is to protect human health and the environment. EPA seeks ways to reach out and educate the public about environmental threats and the ways individuals can implement changes in their everyday lives to become active stewards of the environment.

FFA is a national youth organization of more than 670,000 student members as part of local FFA chapters in all 50 states, Puerto Rico, the U.S. Virgin Islands, and Washington, D.C. The FFA mission is to make a positive difference in the lives of students by developing their potential for premier leadership, personal growth, and career success through agricultural education.

### III. Background

The National Environmental Education Act of 1990 (the Act)<sup>1</sup> requires EPA to take a national leadership role in promoting the field of environmental education. The Parties recognize that incorporating more Science, Technology, Engineering, and Math (STEM) into EPA environmental education programs will ultimately prepare students for more advanced careers in precision agriculture, natural resources, manufacturing, recreation, and protecting human health.

## IV. EPA intends to:

- Coordinate with FFA on EPA internship opportunities and other opportunities that will help FFA members pursue careers within today's various environmental fields, particularly those relevant to agriculture.
- Recognize, through EPA's Office of Environmental Education, the important role that FFA plays in school-based education, especially for environmental education and learning, as it carries out its statutory programs.
- Educate FFA on relevant policy and environmental issues across EPA's ten (10) regions.

<sup>&</sup>lt;sup>1</sup> https://www.epa.gov/education/national-environmental-education-act

 Enhance collaboration among Regional Agriculture Advisors, Regional Environmental Education Coordinators and local FFA chapters and state FFA associations.

### V. The National FFA intends to:

- Work with EPA and others to attract, educate, inspire, and prepare students for careers and opportunities within today's various environmental fields.
- Collaborate with EPA to extend reach, access, and efficiency of efforts to educate and inform young people of environmental issues and opportunities.
- Provide feedback to EPA relative to implementation of Federal programs for training, resource, guidance, and other related purposes.
- Foster communications between the agricultural education community and EPA to distribute programming, resources, and other information as applicable.
- Work with EPA to provide at least one opportunity, but ideally multiple opportunities for EPA regional officials and others to meet with student and adult leaders of FFA to share messages and obtain feedback.

### VI. Authorities

Section 4(b) of the National Environmental Education Act of 1990, 20 U.S.C. § 5503(b), requires EPA, through the Office of Environmental Education, to "develop and support programs and related efforts . . . to improve understanding of the natural and built environment, and the relationships between humans and their environment," "support development and widest possible dissemination of . . . training programs for elementary and secondary students," and "otherwise provide for the implementation of" the Act.

#### VII. Limitations

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 FFA or EPA, their officers or employees, or any other persons. This MOU does not apply to any person outside of FFA and EPA. Additionally, this MOU is a voluntary agreement that expresses good-faith intentions of the Parties. It is not intended to be legally binding, does not create any contractual obligations, and is not enforceable by any party.

Nothing in this MOU constitutes an endorsement by either party of the other, including any products or services, or any fundraising activity or promotion. Both parties agree not to make statements to the public at workshops and meetings, promotional literature, on its website or through any other media that imply endorsement by either party. In addition, FFA agrees not to make statements that imply that EPA supports FFA's efforts to raise public or private funds. Any statements or promotional material prepared by either party that describe this MOU must be approved in advance by the receiving party. Any copyrightable subject matter created under the MOU may be copyrighted by FFA. FFA hereby grants the government a royalty-free, irrevocable license to reproduce, distribute, modify or otherwise use the work or authorize efforts others do the same on its behalf.

It is understood that this is not a funds obligation Agreement and that neither party is committing expend funds in support of this Agreement. Nothing in this MOU, in or of itself, obligates EPA to expend appropriations or to enter into any contract, assistance agreement, inter agency agreement, or incur other financial obligations that would inconsistent with Agency budget priorities. FFA 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 FFA from EPA policies governing competition for assistance agreements. Any transaction involving reimbursement or contribution of funds between parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures under separate written agreements.

### VIII. Modification/Duration/Termination

This MOU will take effect upon the signature of the Parties and remains in effect for ten years. This MOU may be extended or modified at any time, through the mutual written consent of the parties. Additionally, a party may terminate its participation in this MOU at any time by providing written notice to the other party at least thirty (30) days in advance of the desired termination date.

# IX. Approval

National FFA Organization

Luke O'Leary

National FFA President

National FFA Organization

U.S. Environmental Protection Agency

Henry Darwin

Chief of Operations

**EPA** 

U.S. Environmental Protection Agency

Andrew Wheeler

Acting Administrator

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