MEMORANDUM OF UNDERSTANDING

for

Cooperation in Environmental Stewardship

between the

U.S. Environmental Protection Agency

and

The National Association for Stock Car Auto Racing, Inc.

The U.S. Environmental Protection Agency (EPA) and the National Association for Stock Car Auto Racing, Inc. (NASCAR) have a shared interest in promoting environmental stewardship within the stock car racing industry and fostering greater environmental awareness by NASCAR fans. EPA has experience and knowledge of a variety of environmental programs that will reduce pollution and conserve resources and NASCAR is building experience and knowledge to effectively promote environmental stewardship within its industry and effectively communicate environmental information to their fans. On behalf of the US Environmental Protection Agency, the Assistant Administrator of the EPA's Office of Chemical Safety and Pollution Prevention and the Chief Executive Officer of NASCAR believe that a memorandum of understanding (MOU) is the appropriate instrument to provide the structure for meeting their shared goals of promoting environmental stewardship within the stock car racing industry and fostering greater environmental awareness by NASCAR fans.

I. PARTIES

This MOU is between the U. S. Environmental Protection Agency located in Washington, DC and NASCAR in Daytona Beach, Florida.

II. AUTHORITIES

EPA enters into this MOU pursuant to Section 2 of the National Environmental Education Act [20 U.S.C. § 5501].

III. PURPOSE

The purpose of this MOU is to provide a framework to stimulate participation in EPA programs by NASCAR and its fans and to facilitate transfer of useful environmental information to a large fan base via the well-developed communications network managed by NASCAR.

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 law 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, and expected outputs or results.

In general, the parties intend to focus on activities that provide technical assistance, coordinate environmental content and related education and outreach. The parties intend to collaborate on identifying EPA content and programs to integrate into existing and upcoming NASCAR programs and initiatives.

The three initial focus areas of program development as currently envisioned, but subject to change by mutual agreement include E3: Economy, Energy, Environment, Design for the Environment(DfE), and event procurement. In E3 the concept is to facilitate E3 program development within selected NASCAR industry operations and within selected NASCAR official partners on an entirely voluntary basis. The E3 programs would be designed to reduce environmental impact of operations where possible, generate measurable cost savings, and allow for effective communication about the program as a basis for supporting the environmental education and awareness initiatives of both NASCAR and the EPA. In Design for the Environment, an initial concept as currently envisioned is that with the approval of the producing company NASCAR may feature on a weekly, eg, DfE Product Of The Week, or other periodic basis to be determined a DfE labeled product through the NASCAR Green web site for example to further the environmental education and awareness mission of NASCAR and the EPA. In event procurement, the concept as currently envisioned would be to collaborate on a program to identify and potentially source sustainability-oriented concession products such as napkins, cups and packaging as one basis for reducing the environmental impact of NASCAR events. These are all programs currently in development and are included here as representative examples of the entirely voluntary programs that could be developed under this MOU.

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 environmental stewardship within the stock car racing industry and fostering greater environmental awareness among NASCAR fans.

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.

EPA has primary responsibility for identifying the environmental programs and messages that are best suited for promoting environmental stewardship and sustainable behavior and providing subject matter expertise. As needed, 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. EPA's obligations are subject to its resource availability and the independent authority and abilities of its agency partners, as determined by EPA.

NASCAR has primary responsibility for identifying the best mechanisms for promoting environmental stewardship within their industry and encouraging greater environmental awareness and sustainable behavior by their fans. NASCAR obligations are subject to its resource availability, as determined by NASCAR.

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 environmental stewardship and communication.

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:

Tom Tillman, Deputy Director
Pollution Prevention Division
Office of Pollution Prevention and Toxics
Office of Chemical Safety and Pollution Prevention
U.S. Environmental Protection Agency
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NASCAR:

Mike Lynch, Managing Director
NASCAR Green Innovation
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Telephone: (704)348-9677

VI. PROPRIETARY INFORMATION AND INTELLECTUAL PROPERTY

To carry out the joint work resulting from this MOU, NASCAR may need to disclose proprietary information to 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. NASCAR agrees to clearly identify as such confidential information disclosed to EPA in writing; and to clearly memorialize in writing, within a reasonable time, any confidential information initially disclosed orally. 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 NASCAR except as such information may be subject to disclosure under the Freedom of Information Act (5 U.S.C. § 552), and EPA's regulations at 40 C.F.R. 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 NASCAR or jointly by the parties from the activities conducted under the MOU may be copyrighted by NASCAR. NASCAR 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 of any materials which contain the NASCAR trademarks are subject to NASCAR prior express written approvals. In addition, EPA is responsible for ensuring any materials in connection with this MOU which EPA creates, reproduces, distributes, publishes or performs that any third party intellectual rights are properly cleared as required by law.

The parties agree that any patentable subject matter created by NASCAR pursuant to the terms of this MOU will be owned by NASCAR. 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 NASCAR or the EPA to expend appropriations or to enter into any contract, assistance agreement, or other financial obligations. The MOU does not exempt NASCAR from EPA policies on competition for financial assistance or procurement contracts, nor any applicable enforcement. NASCAR agrees not to submit a claim for compensation for services rendered to 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 Section VII, paragraphs a. and b. and Section VI. PROPRIETORY 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 NASCAR or EPA, their officers or employees, or any other person. This MOU does not direct or apply to any person outside of NASCAR and EPA.

d. NASCAR can promote its MOU with EPA but cannot in any way imply that EPA endorses, supports or promotes NASCAR itself or any if its services. NASCAR agrees not to make statements to the public at workshops and meetings, promotional literature, on its web site or through any other media that imply that EPA endorses NASCAR or any service or product offered by NASCAR. In addition, NASCAR must not make statements that imply that EPA supports NASCAR's efforts to raise public or private funds. Any statements or promotional materials prepared by NASCAR that describe this MOU must be approved in advance by EPA. All uses of the EPA logo or program logos by NASCAR must be reviewed and approved by EPA 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 90 days written notice to the other party.

Signed on behalf of

U.S. Environmental Protection Agency

5/21/12

Date

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

National Association for Stock Car Auto Racing, Inc.

5/21/12

Date

Steve Phelps
Chief Marketing Officer
NASCAR

National Association for Stock Car Auto Racing, Inc.

5/21/12

Date

Michael Lynch, Managing Director
NASCAR Green Innovation
NASCAR