



MEMORANDUM OF UNDERSTANDING

between

THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

and

OUT IN SCIENCE, TECHNOLOGY, ENGINEERING AND MATHEMATICS

Purpose

The purpose of this memorandum of understanding (MOU) is to increase collaboration between the Out in Science, Technology, Engineering and Mathematics (oSTEM) and the United States Environmental Protection Agency (EPA) in areas of mutual interest. Implementation of the program activities in this MOU should advance the development of the full human capital of the United States of America, promote equal opportunity in the workplace, contribute to oSTEM's capacity to provide high-quality job and educational opportunities and encourage the participation of oSTEM in EPA programs.

Through this MOU, the EPA and oSTEM (the "parties") intend to collaborate in various ways to foster the advancement of environmental education and to improve awareness of national employment opportunities. The federal government and the EPA have a continued vested interest in the equal employment opportunities for all individuals, including LGBTQIA+ individuals. For example, in working with oSTEM, the EPA may provide information, training and assistance to the extent authorized by applicable laws and regulations to attract high-quality candidates for positions at the EPA.

Background

U.S. ENVIRONMENTAL PROTECTION AGENCY

The EPA leads the nation's environmental science, research, education and assessment efforts. The mission of the EPA is to protect human health and the environment. The EPA has a consistent demand for highly trained, diverse professionals in science, technology and policy to fulfill its mission. To meet environmental research needs and encourage full representation of all individuals, the EPA seeks to establish innovative partnerships to encourage the participation of diverse students in science and technology fields.

OUT IN SCIENCE, TECHNOLOGY, ENGINEERING AND MATHEMATICS

Since 2009, oSTEM has been empowering LGBTQIA+ people in science, technology, engineering and mathematics to succeed personally, academically and professionally by cultivating environments and communities nurturing innovation, leadership and advocacy. Out in Science, Technology, Engineering and Technology is a national 501(c)(3) organization with more than 100 student chapters at colleges and universities and professional chapters in cities across the United States and abroad. oSTEM is the largest chapter-based organization focused on LGBTQ+ people in STEM.

1. Authority

Sections 102 and 103 of the Clean Air Act, 42 U.S.C. §§ 7402 and 7403; Section 104 of the Clean Water Act, 33 U.S.C. § 1254; the National Technology Transfer and Advancement Act of 1996, 15 U.S.C. § 3701 *et seq.*; the Pollution Prevention Act, 42 U.S.C. § 13101 *et seq.*; Section 8001 of the Solid Waste Disposal Act, 42 U.S.C. § 6981; and Section 102(2)(G) of the National Environmental Policy Act, 42 U.S.C. § 4332(2)(G).

2. Program Activities

Through this MOU, the parties express their intention to work together to increase cooperation and promote collaboration. The parties recognize there are many possible areas where enhanced collaboration could be beneficial, including the areas below. oSTEM and the EPA may agree to work to enhance cooperation in other areas without amending this MOU, consistent with the EPA's cooperation authorities. Contemplated program activities by the EPA include:

- a) Participating in career fairs and other outreach to oSTEM members, chapters and leadership regarding the EPA's publicly available employment opportunities;

- b) Allowing EPA staff to volunteer to participate in lectures, webinars, conferences and other oSTEM events;
- c) Collaborating with oSTEM on methods of increasing interest in careers protecting human health and the environment, as well as, sharing publicly available recruitment and environmental education opportunities.

3. Program Administration

The parties plan to establish a program committee consisting of appropriate representatives of oSTEM and the EPA to manage implementation of this MOU. The EPA designates the Office of the Chief Financial Officer to administer this MOU on behalf of the EPA, working with other EPA offices, regions and laboratories, as appropriate. oSTEM designates the director of corporate and foundation relations to administer this MOU on behalf of oSTEM.

4. Limitations

- a) Under federal ethics rules, EPA employees may not, with limited exceptions, endorse or promote products or services offered by or provided by any nonfederal entity. Nothing in this MOU constitutes an endorsement by either party of the other, including any products, services or fundraising activities or promotion. oSTEM can state factually that the EPA has signed this MOU and can communicate freely with its membership about activities associated with the MOU. oSTEM cannot, however, imply that the EPA or its employees endorse oSTEM, or its products, services, and enterprises. Similarly, oSTEM may not imply that the EPA or any of its employees supports oSTEM's efforts to raise public or private funds. Any statements or promotional materials prepared by oSTEM describing this MOU must be approved in advance by the EPA.
- b) Nothing in this MOU alters the statutory, regulatory or other authority or responsibilities of the EPA.
- c) This MOU is a voluntary agreement expressing the 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. 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 oSTEM or the EPA, their officers or employees or any other person. This MOU does not direct or apply to any person outside of oSTEM or the EPA.
- d) This MOU does not, in and of itself, obligate either party to expend funds or to enter into any contract, assistance agreement, interagency agreement or incur other financial obligations inconsistent with EPA budget priorities. This MOU does not exempt from EPA policies governing competition for assistance agreements. 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, 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 is to take effect upon the signature of both parties and will remain in effect for a period of five (5) years. Either party may terminate this MOU at any time by providing written notice to the other party, at least sixty (60) days in advance of the desired termination date.

Representatives of both the EPA and oSTEM sign below in recognition of the terms set forth herein.

_____/s/ Janet McCabe_____

Janet G. McCabe
Deputy Administrator
U.S. Environmental Protection Agency

_____/6/1/2023_____

Date

_____/s/ Lilian Martinez_____

Lilian Martinez
Executive Director and CEO
Out in Science, Technology, Engineering, and Mathematics

_____/6/1/2023_____

Date