



MEMORANDUM OF UNDERSTANDING  
ON THE MUTUAL BENEFITS OF COOPERATIVE LOGISTICS  
BETWEEN THE  
U.S. ENVIRONMENTAL PROTECTION AGENCY  
OFFICE OF RESEARCH AND DEVELOPMENT  
GREAT LAKES TOXICOLOGY AND ECOLOGY DIVISION  
AND THE  
BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM  
UNIVERSITY OF WISCONSIN-MADISON DIVISION OF EXTENSION  
LAKE SUPERIOR NATIONAL ESTUARINE RESEARCH RESERVE

**I. PURPOSE/OBJECTIVES/GOALS**

**A. PURPOSE**

The U.S. Environmental Protection Agency (EPA), Office of Research and Development (ORD), Center for Computational Toxicology & Exposure (CCTE), Great Lakes Toxicology and Ecology Division (GLTED) and the Board of Regents of the University of Wisconsin System, University of Wisconsin-Madison Division of Extension (UW), Lake Superior National Estuarine Research Reserve (LS NERR) enter into this Memorandum of Understanding (MOU) to create a framework with which to better understand how cooperative logistics or the exchange of information, techniques, and products can help more effectively and efficiently carry out their respective missions. The information exchange framework created under this MOU will focus on, but will not be limited to, researching the relationships between environmental, economic, and socio-cultural conditions in and near the St. Louis River Estuary (SLRE) of Lake Superior.

**B. OBJECTIVES**

The objective of this MOU is to share information on environmental research that assists Great Lakes coastal communities with decisions affecting the sustainability of coastal communities and their associated ecosystems. The information exchange framework will benefit the goals of EPA's Sustainable and Healthy Communities and Safe and Sustainable Waters Research Programs, the Management Plan of the LS NERR, and the education/outreach missions of UW Extension. The framework will increase the ability of the LS NERR to partner on projects of mutual interest and benefit to western Lake Superior communities. The framework will be based on colloquial interactions among scientists and will take advantage of formal interactions at common venues.

**C. GOALS**

The goal of this MOU is to meet the operational needs of LS NERR and EPA to collect, analyze, and disseminate information related to the interconnected relationships between environmental and socioeconomic health. The goal can be achieved with efficient, effective, and on-going communication and interactions between EPA and LS NERR scientists.

## **II. BACKGROUND**

EPA and LS NERR share the goal of assisting decision-makers and the public and working with them to share information and address environmental challenges. Research is intended to help people see connections between policy and management actions and the distributions of ecosystem services and benefits. The purpose of this MOU is to facilitate cooperation between the EPA and LS NERR in order to leverage expertise and maximize the use of available resources.

The State of Wisconsin partnered with NOAA to designate portions of the St. Louis River estuary as a National Estuarine Research Reserve in 2010 under the Coastal Zone Management Act of 1972. Twenty-eight reserves have been designated. The LS NERR is the second reserve in the Great Lakes. It is administered by the UW and hosted by UW-Madison. The goal of this MOU is compatible with LS NERR's strategic need to form strong partnerships between Reserves, federal and state agencies, universities, and local partners.

The EPA's GLTED provides research leadership on ecotoxicology and freshwater ecology. Research projects intended to be subject to this MOU are part of EPA's Sustainable and Healthy Communities and the Safe and Sustainable Water Research Programs. These programs are developing the scientific tools and information needed to assist decision makers with integrating human health, socioeconomic, and environmental factors into decisions affecting community sustainability. Specific work is contributing to the understanding of the responses of biotic communities to environmental stressors. In the SLRE, and other coastal systems, stressors have resulted in the impairment of beneficial use of resources. Research goals include providing tools and information to further inform the environmental restoration and sediment remediation decisions.

The missions of EPA GLTED and LS NERR are compatible in theme and scope. The exchange of information facilitated under this MOU will improve research outputs and positively impact outcomes of federal, state, and local decision-making.

## **III. AUTHORITIES**

The EPA enters into this MOU pursuant to Section 104 of the Clean Water Act, which authorizes EPA to cooperate with other entities to promote cooperative research, investigation, training, and information sharing relating to the causes, effects, prevention and elimination of water pollution, and the protection of human health.

## **IV. ROLES AND RESPONSIBILITIES**

The information exchange framework created with this MOU is unfunded and non-binding. Elements periodically will be reviewed and as necessary modified (see Section IX). The parties intend to engage in the following activities:

A. The EPA and LS NERR intend to share information on program-specific goals, approaches, and products in areas of mutual interest. Information sharing will be on-going and colloquial (i.e., peer-to-peer, interaction at common venues, etc.). EPA and LS NERR intend to meet formally in one joint meeting or seminar annually.

B. EPA intends to provide opportunities and facilities for its staff to meet with LS NERR scientists.

C. EPA and LS NERR intend to share products from the collection, analysis, and reporting of information from the SLRE or other sites.

D. EPA and LS NERR scientists intend to discuss cooperative logistics regarding the collection and analysis of samples and data. However, the implementation of cooperative logistics, such as sharing sampling gear or analytical processing is outside of the scope of this MOU and must be covered by separate agreements.

E. EPA and LS NERR scientists intend to discuss cooperative logistics regarding the tools, data, platforms, venues, and information necessary to increase public awareness of environmental challenges and promote environmental stewardship, particularly in the SLRE. However, the implementation of cooperative logistics, such as joint outreach activities or data management, is outside of the scope of this MOU and must be covered by separate agreements.

## **V. LIMITATIONS**

A. All commitments made in this MOU are subject to the availability of appropriated funds and the budget priorities of each party. Nothing in this MOU, in and of itself, obligates EPA, LS NERR, or UW to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or other financial obligation. LS NERR waives any 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 LS NERR from EPA policies governing competition for assistance agreements. 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 under separate written agreements.

B. Nothing in this MOU alters the statutory, regulatory, or other authority or responsibilities of the EPA. This MOU does not supersede existing agreements or restrict any future agreements between the LS NERR and EPA.

C. Except as provided in Section V paragraphs (A) and (B) and Section VII (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 EPA, LS NERR, or UW, their officers or employees, or any other person. This MOU does not direct or apply to any person outside the LS NERR and EPA.

D. The parties agree that the use of EPA facilities or equipment and the presence of outside users at EPA facilities will be properly documented and subject to approval under separate agreements. Agreements for the joint use or loan of laboratory or field equipment must adhere to the regulations and policies of the owner of the equipment or facilities. This MOU only creates a framework for discussing and planning cooperative logistics. It does not require or obligate implementation by either party.

E. Under federal ethics rules, EPA may not endorse products or services provided by private entities. Nothing in this MOU constitutes an endorsement by either party of the products, services, or fundraising activities of the other. LS NERR agrees not to make statements to the public at workshops and meetings, in promotional literature, on its website or through any other media that imply EPA endorses LS NERR or any products or services offered by LS NERR. In addition, LS NERR agrees to not make statements that imply that the EPA supports LS NERR efforts to raise public or private funds. Any statements or promotional materials prepared by LS NERR that describe this MOU must be approved in advance by EPA. Similarly, EPA agrees not to make statements to the public in news releases, product brochures, on web sites or in any media that imply LS NERR endorsement of EPA products or services.

F. One party may not represent themselves as an agent or spokesperson of the other party.

#### **VI. PROPRIETARY INFORMATION**

The exchange of information facilitated under this MOU may involve the disclosure of proprietary information by LS NERR. Proprietary information may include unpublished data or non-public information. LS NERR agrees to clearly identify as such information disclosed in writing or orally. Parties agree 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 without consent of the other party except as such information may be subject to disclosure under the Freedom of Information Act (5 U.S.C. § 552), Wisconsin's public records law (Wis. Stat. §§ 19.31-19.39), and EPA's regulations at 40 C.F.R. Part 2, Subpart B or as otherwise authorized or required by law. Any obligation of confidentiality does not apply to information which:

- (a) Was known by the receiving party prior to receipt from the disclosing party;
- (b) Is in the public domain or thereafter becomes available to the public through no act of the receiving party;
- (c) Is independently discovered by an employee, agent, or representative of the receiving party who had no knowledge of the proprietary information disclosed; or
- (d) Is made available to the receiving party as a matter of lawful right by a third party.

The obligations of the receiving party shall continue for a period of three (3) years from the date of termination of this Agreement.

#### **VII. INTELLECTUAL PROPERTY**

The parties agree that if technology, models, data, or other products ("Products") are created from information exchanged under this MOU, the parties may discuss placing such Products into the public domain, to potentially be free-of-charge for copying and distribution. Notwithstanding the foregoing statement, the parties agree that any copyrightable subject matter, including but not limited to journal articles, training, educational or informational material or software, jointly created from the activities conducted under the MOU ("Work(s)") may be copyrighted by LS NERR or UW, as appropriate in accordance with copyright law and institutional policy. LS NERR and UW hereby grant to the United States 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.

#### **VIII. POINTS OF CONTACT**

The following individuals are designated points of contact for the MOU:

Great Lakes Toxicology and Ecology Division, U.S. Environmental Protection Agency  
Dr. Dale Hoff, Director  
6201 Congdon Blvd, Duluth, MN 55804,  
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Lake Superior National Estuarine Research Reserve, UW Madison Division of Extension  
Deanna Erickson, Reserve Director  
14 Marina Drive, Superior, WI 54880  
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**IX. MODIFICATION/DURATION/TERMINATION**

This MOU will be effective when signed by all parties. This MOU may be amended at any time by the mutual written consent of the parties. The parties will review this MOU annually to determine whether it should be revised, renewed, or cancelled. This MOU may be terminated by either party at any time by one party notifying the other party in writing 90 days in advance of the termination date.

**X. APPROVAL**

<b>University of Wisconsin-Madison</b>	<b>U.S. Environmental Protection Agency Center for Computation Toxicology and Exposure</b>
	