MEMORANDUM OF UNDERSTANDING

between

The United States Environmental Protection Agency

and

The American Institute of Architects

I. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to advance the mutually beneficial, informal cooperative working relationship that exists between the United States Environmental Protection Agency (EPA) and The American Institute of Architects (AIA) (herein jointly "Parties.")

II. BACKGROUND

EPA's mission, to protect human health and the environment, and the AIA's mission, to improve the quality of the built environment, come together in the emerging fields of sustainable development and green building. These two organizations are therefore working together to ensure that we build in ways that enhance and regenerate Nature, while providing vibrant, healthy places for people to live, work, and play. In essence, EPA and the AIA are uniting in the goal of promoting development that sustains the environment.

Design, construction, and development, while improving the quality of human life in many ways, have a significant impact on the environment at every level—locally, regionally, nationally, and globally. These impacts occur during all building stages—from the extraction and manufacturing of building products through siting, design, construction, operation, maintenance, renovation, and ultimate removal of the building and its components. The construction and operation of buildings and their environs use massive quantities of energy, water, and materials. The built environment also can adversely affect the natural environment through air and water pollution, solid and hazardous waste generation and disruption of wildlife habitat, the hydrologic cycle, and the climate. In addition, buildings create whole new indoor environments that can profoundly affect the health of their occupants, whether as workers, students, customers, or inhabitants.

As the environmental impact of buildings becomes more apparent, an emerging field called green building is gaining momentum. Green building (also known as "sustainable" or "high-performance" building) is the practice of creating healthier and more resource-efficient models of design, site development, construction, renovation, operation, maintenance, and deconstruction. Sustainable development extends beyond the buildings themselves to include sites, communities, and the infrastructures that support them. Designing and operating buildings and communities with consideration of their life-cycle impacts can provide major environmental, economic, and social benefits. EPA and the AIA will, through this MOU, work together to further progress in green building design and sustainable development.

To support its mission of protecting human health and the environment, EPA makes use of multiple tools and strategies, from developing and enforcing regulations to working through its headquarters and regional offices with industries, businesses, nonprofit organizations, and state and local governments to promote voluntary sustainability programs. Several of these programs address the built environment, covering such environmental issues as the indoor environment, community development, water conservation, waste reduction, energy efficiency and renewable energy, environmentally preferable purchasing, stormwater and wastewater management, landscape design, operation and maintenance, and brownfields and contaminated site redevelopment.

The AIA acts as the collective voice of the architect with more than 70,000 members. Its mission is to serve its members, advance the value of architecture through the development of technical resources and educational programs, and improve the quality of the built environment. The AIA also supports more than thirty Knowledge Communities - groups of architects and others sharing common challenges, opportunities, and a passion for specific architectural topics. Knowledge Communities include, for example, specialists who serve the needs of society in housing, health care facilities, schools, building performance, and communities by design. Several of these AIA Knowledge Communities directly address environmental issues vital to the success of EPA's mission—e.g., the AIA Committee on the Environment (COTE) seeks to make environmental considerations and sustainable design integral to the practice of architecture. The AIA Center for Communities by Design (CxD) is a catalyst, convener, and source of information that helps AIA members work with citizens and other stakeholders to envision and create more sustainable, healthy, safe, and livable communities. The Center works to improve communities through sharing information; advising on policy development; providing resources through publications, partnerships, and professional gatherings; and managing the AIA's Design Assistance Team and Disaster Assistance programs.

EPA and the AIA have previously collaborated on mutually beneficial projects, including the development of the *Environmental Resource Guide* (ERG), launched by the AIA in 1992 with EPA funding. The ERG provided technical information on building materials, case studies, and related subjects and gave architects and others in the building industry a basis for comparing the life-cycle environmental impact of building materials, products, and systems. This publication became a cornerstone in the green building movement and established COTE as a center of knowledge for the profession. EPA and the AIA also have worked together on the Smart Growth Network to promote community development that protects the environment and offers choices in housing, transportation, jobs, and amenities. The Parties will build on the success of these joint efforts as they identify new ways to collaborate in greening the built environment.

III. UNDERSTANDINGS

The Parties pledge to work together to help the building and development community better serve the needs of society through proper design and management of the built environment, whereby its negative impacts on the natural environment and human health are significantly reduced. Consequently, the Parties seek to advance their working relationship with respect to building and development-related environmental issues, including, but not limited to the following:

- Fostering green building and site design, construction, operation, maintenance, renovation, and deconstruction;
- Developing and sharing strategies for planning and development of environmentally sound, attractive, affordable communities;
- Advancing indoor environmental quality, occupant well-being, and productivity;
- Developing case studies and best practice demonstrations and advancing and developing guidance on the state of the art in green building and sustainable development; and
- Promoting collaboration between EPA regions and AIA components in education, outreach, research, and demonstrations of best practice.

The Parties have identified two broad activity areas that lend themselves to collaboration—Education and Outreach, and Research and Development.

1. Education and Outreach

Education and public outreach are a key part of both the AIA and EPA missions. The Parties are vitally concerned with sharing knowledge and raising awareness to environmental stewardship issues among both building professionals and the general public.

To facilitate such public outreach, the Parties will promote cooperation at all organizational levels with a particular emphasis on the EPA Regional/AIA Component levels. Cooperation between the Parties will include informing each other's organizations as well as jointly educating the public. Vehicles for this cooperation may include publications, symposia, workshops, and conferences that would collect, organize, and disseminate information on environmental issues related to the interaction of the built and natural environments.

The Parties also plan to build on the previous efforts of both organizations to help communities develop in ways that protect the environment, preserve affordability, and enhance the quality of life. These efforts to date have included the AIA's Regional/Urban Design Assistance Team (R/UDAT) program and EPA's Smart Growth program. Closer coordination between the Parties will enable both to do more to help communities successfully implement sustainable development.

Education and professional development are key elements for the Parties. To this end, the AIA continuing education requirement for its members provides an expanded audience for EPA's educational programs and tools. The Parties will endeavor to identify such opportunities, within both organizations and beyond, and introduce these strategies to a larger body of building design professionals and university programs over the course of this agreement. Additional education activities will focus on cooperation with universities, technology transfer, and best-practice case studies.

2. Research and Development

EPA conducts leading-edge research and fosters the sound use of science and technology to fulfill its mission. The Agency strives to develop and apply the best available science to address current and future environmental hazards, as well as to foster innovative new approaches to environmental protection. By advancing understanding of environmental processes, human health, and ecological impacts, EPA enhances the capability of itself and others to respond to and solve environmental problems.

In a similar manner, research at the AIA focuses on the search for new knowledge and new ideas about the interaction of the built and natural environments, including energy and sustainability, communities by design, and workplace neuroscience. To advance their joint goal of greening the built environment, the Parties have the opportunity to expand on past partnerships in research and development. Notable among these joint activities was the development of a modified life-cycle analysis methodology which provided the basis for the materials comparisons in the *Environmental Resource Guide*.

The parties agree that extensive research is needed to understand and explain the interactions and impacts of design decisions on the built and the natural environments. Therefore, the Parties will endeavor to exchange ideas and collaborate on further green building research and demonstration projects with each other and working jointly with university programs. Potential projects include, but are not limited to, the development and evaluation of: life-cycle-based performance metrics; models for communities that are economically, environmentally, and socially sustainable; guidelines for sustainable design; post-occupancy evaluation practices; air and water quality metrics; health, productivity, and benefits research; and resource efficiency strategies.

IV. CONDITIONS

This MOU is not a contractual nor a financial obligation instrument. All commitments made by EPA are subject to the availability of appropriated funds. Nothing in this MOU shall obligate EPA or the AIA to enter into any contract, assistance agreement, or other financial obligations or be cited as the basis for the promise or transfers of funds. Any endeavor involving reimbursement or contribution of funds between the Parties to this MOU will be handled in accordance with applicable laws, regulations, procedures, and policies including provisions relating to competition for grants or contracts. The AIA agrees not to submit a claim for compensation for services to EPA for activities undertaken in furtherance of this MOU.

To facilitate program implementation, EPA and AIA employees involved in implementing this agreement shall communicate directly with each other pursuant to agreed-upon cooperative understandings. In no way does this MOU restrict EPA or the AIA from participating in similar activities or arrangements with other entities or federal agencies. This MOU does not create any right or benefit, substantive or procedural, enforceable by law or equity against the AIA or EPA, their officers or employees, or any other person. This MOU does not direct or apply to any person outside the AIA and EPA. Nothing in this MOU shall be construed to authorize or permit any violation of any federal, state, or local law imposed upon the Parties, including, but not limited to, any environmental law administered and/or enforced by EPA.

V. AGREEMENTS

To foster the successful completion of this MOU, the Parties agree to the following terms and conditions:

- Each Party pledges in good faith to go forward with this MOU and to further the goals and purposes of this MOU, subject to the terms and conditions of this MOU. The Parties shall attempt to resolve disputes through good-faith discussions.
- Either Party may unilaterally withdraw at any time from this MOU by transmitting a signed writing to that effect to the other Party. This MOU and the public/private partnership created thereby shall be considered terminated ninety (90) days from the date the non-withdrawing Party actually receives the notice of withdrawal from the withdrawing Party.
- By mutual agreement, which may be either formal or informal, the Parties may modify the list of intended activities set forth in Section III above (i.e., Understandings) and/or determine the most practical manner by which the goals, purposes, and activities of this MOU will be accomplished. However, any modification to any other written part of this MOU must be made in writing and signed by both Parties or their designees.
- The AIA understands that EPA's participation in this MOU does not constitute an endorsement, express or implied, of (a) any policy advocated by the AIA or (b) any good or service offered or sold by the AIA or any member.
- AIA may assert copyright in any copyrightable work developed solely by the AIA or jointly by the parties under this MOU. If AIA asserts copyright, it hereby grants EPA and contractors working on its behalf a nonexclusive, irrevocable, paid-up, worldwide license to use, reproduce, distribute, prepare derivative works, perform publicly, and display publicly such copyrightable work for federal purposes. Any other intellectual property developed collaboratively by the Parties will be governed by the Federal Patent Statute at Title 35 of the United States Code or by 15 U.S.C. §3701, et. seq.

VI. AUTHORITIES

The US EPA enters into this MOU under the authority of Section 103 of the Clean Air Act, 42 U.S.C. §7403, Section 104 of the Clean Water Act, 33 U.S.C. §1254, and Section 8001 of the Solid Waste Disposal Act, 42 U.S.C. §6981, which provide EPA with authority to undertake cooperative efforts with private organizations to promote the coordination and acceleration of research, studies, training, and other efforts to prevent, reduce, and eliminate pollution.

VII. EFFECTIVE DATE AND ADMINISTRATION

This MOU shall become effective upon signature by the EPA Administrator and the President of The American Institute of Architects or their designees. It may be modified or amended by written agreement between both parties, and such amendments shall become part of, and shall be attached to this MOU. Unless earlier terminated under Section V, this MOU shall terminate at the end of five (5) years from the date of signature unless revised or extended at that time by written agreement of the parties.

VIII. OTHER MOUS

There are no superseding MOUs on this topic between the parties hereto.

FOR THE ENVIRONMENTAL PROTECTION AGENCY

Stephen L. Johnson
EPA Acting Administrator

2/10/05
Date

FOR THE AMERICAN INSTITUTE OF ARCHITECTS

Douglas L Steidl
President

2/10/05
Date