

**MEMORANDUM OF UNDERSTANDING AMONG**  
**THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**  
**AND**  
**THE INNOVATION CENTER FOR U.S. DAIRY**

**PART 1 – GENERAL:** On November 9<sup>th</sup>, 2020, the U.S. Environmental Protection Agency (“EPA”) and the Innovation Center for U.S. Dairy (“the Innovation Center”) signed a Memorandum of Understanding (“MOU”) committing to collaboration and coordination in areas of mutual interest relating to environmental stewardship in the dairy industry and EPA engagement in the Dairy Sustainability Alliance<sup>®</sup>.

**PART 2— PARTIES:**

- The U.S. Environmental Protection Agency (“EPA”).
- The Innovation Center for U.S. Dairy (“the Innovation Center”).
- The EPA and the Innovation Center are hereinafter referred to as “the Parties”.

**PART 3 – PURPOSE:** The purpose of this MOU is to maintain and further a relationship between EPA and the Innovation Center, and to reflect the commitment of the Parties to create an environmentally sustainable future that is economically viable for the U.S. dairy industry.

The mission of the EPA is to protect human health and the environment. In support of this mission, the agency works to minimize pollution through various programs of interest to the agricultural industry, such as:

- regulatory programs, which include criteria and standards, permitting, guidance, enforcement, compliance assistance, as well as policies to incentivize market-based solutions within those regulatory programs;
- partnership programs, which include collaborative approaches to outreach and education, and encouraging technological innovation and best management practices that yield environmental benefits;
- research and development that supports the mission of the agency and related emerging needs of stakeholders; and,
- funding and financing opportunities, including grants and loans that support agency priorities and mission-critical programs.

The Innovation Center for U.S. Dairy (Innovation Center) is a 501(c)6 non-profit corporation initiated in 2008 by America’s dairy farmers as a voluntary forum that seeks to drive alignment and positive action across the entire U.S. dairy community on shared pre-competitive priorities. The Innovation Center advances a collective social responsibility platform toward an economically viable and socially responsible U.S. dairy community from farm

to table. This work is reflected in the U.S. Dairy Stewardship Commitment, U.S. dairy's social responsibility pledge to demonstrate collective impact. The Innovation Center facilitates multi-stakeholder engagement and input through the Dairy Sustainability Alliance<sup>®</sup>, whose members strive to measure, improve and communicate dairy's role in a sustainable food system. For more information, visit [www.usdairy.com/sustainability](http://www.usdairy.com/sustainability).

Leaders from more than 300 companies and organizations across the dairy supply chain—including dairy farmers, cooperatives and associations, processors, manufacturers, and brands—are involved in various aspects of the Innovation Center's work.

The Innovation Center hosts a number of programs that encourage and recognize environmental stewardship among dairy producers and companies.

- The Environmental Stewardship Committee, comprised of farmers, cooperatives and processing companies, developed new environmental goals for the U.S. dairy community, guides the integrated strategy to drive progress against the goals, and leads measurement and reporting of progress toward the goals.
- The U.S. Dairy Sustainability Awards recognize outstanding dairy farms, businesses, and partnerships for socially responsible, economically viable, and environmentally beneficial practices that positively impact their businesses, communities and the planet.
- The annual Dairy Sustainability Alliance Spring and Fall Meetings serve as a venue to discuss various factors driving the sustainability conversation, facilitate input from industry stakeholders and recognize recipients of the U.S. Dairy Sustainability Awards during an awards ceremony.
- The Dairy Sustainability Alliance is a multi-stakeholder group consisting of representatives from across the dairy value chain, including industry suppliers, farmers, cooperatives, processors, retailers, government, dairy checkoff, civil society, and other agricultural groups. Collectively, Dairy Sustainability Alliance members strive to measure, improve, and communicate dairy's role in a sustainable foods system while providing nutritious products in a way that makes the industry, people, and the earth economically, environmentally, and socially better.
- The U.S. Dairy Stewardship Commitment is a voluntary pledge through which U.S. dairy cooperatives and processors demonstrate and report on social responsibility progress.

The Innovation Center and EPA have coordinated since 2012 in various capacities and on projects such as:

- EPA's Animal Agriculture Discussion Group (2013-present): an informal forum to facilitate open dialogue between agencies and animal agriculture stakeholders about manure management and water quality;
- EPA's Nutrient Recycling Challenge (2015-2017): an innovation challenge to develop nutrient recovery technologies;
- EPA's and U.S. Department of Agriculture's AgSTAR program: a partnership program that promotes the use of biogas recovery systems to reduce methane emissions from livestock waste;
- An interagency Biogas Opportunities Roadmap: strategy to reduce methane emissions through biogas systems;
- Innovation Center for U.S. Dairy's Sustainability Awards (described above).

Both the Parties have an interest in sustainable dairy production approaches, practices, and technologies that minimize pollution of environmental resources. Given that the Parties share these common interests, the Parties have chosen to sign this MOU to formalize and broaden future collaboration with respect to environmental stewardship and sustainability initiatives pertaining to the dairy industry.

PART 4 – TERMS: In so far as practicable, and in accordance with its statutory and regulatory authorities, EPA intends to collaborate with the Innovation Center to assist in efforts toward the goal of reducing environmental impacts of the U.S. dairy industry. The Parties intend to collaborate toward the following activities, as appropriate or needed:

- A. Innovation Center may coordinate with EPA to facilitate informed outreach, education, and dialogue with the dairy industry including farmers, processors, and other entities that work with the dairy community to stimulate greater application of technical, financial and educational support and motivate the adoption of environmentally beneficial practices and technologies across farms of all sizes, regions and designs.
- B. Innovation Center may facilitate informing dairy stakeholders of pertinent programs and resources available at EPA, including but not limited to funding/financing, technology, educational, regulatory, publicly available environmental data, informational, and other resources.
- C. EPA may contribute expert input and feedback on Innovation Center initiatives to help advance environmental stewardship.
- D. EPA may continue to participate in the judging panel for the Innovation Center's U.S. Dairy Sustainability Award program to evaluate nominations of prospective awardees. The Innovation Center is responsible for the promotion and management of the awards program, selection of judges, developing and providing criteria against which judges evaluate nominations, collecting evaluations from all judges, making final selection(s) of award recipient(s), and paying for the awards. The Innovation Center will consider EPA's evaluations in the selection(s) of the award recipients, although the final decision on who receives the award(s) resides with the Innovation Center.
- E. EPA may participate as a Member in the Innovation Center's Dairy Sustainability Alliance, to include activities such as representation at a minimum of one Alliance meeting per year, engagement in the Alliance's annual survey with members, ongoing communication with the dairy industry, providing feedback on Alliance documents, and other Alliance efforts of interest to EPA. EPA will not participate in the internal management or operations of the Innovation Center to include financial or personnel matters.
- F. Innovation Center may continue to participate in EPA's Animal Agriculture Discussion Group.

- G. The Parties may highlight collaborations such as those listed above publicly, such as through websites, social media, and/or other materials, per the terms outlined in Parts 6 through 13 below.
- H. Subsequent to the signing of this MOU, the Parties may identify further actions, deliverables, anticipated timeline, and responsibilities in furtherance of the actions outlined above.

#### PART 5 – FEDERAL AUTHORITIES:

*Sections 103(a)(2) and (b)(2) of the Clean Air Act, 42 U.S.C. 7403(a)(2), and (b)(2).* Section 103(a) authorizes EPA to encourage, cooperate with and render technical services to individuals and public and private entities to promote the coordination and acceleration of demonstrations and studies relating to the causes, effects and prevention of air pollution. This provision also authorizes EPA to conduct training for individuals in these areas.

*Sections 104(a) and (b) of the Clean Water Act, 33 U.S.C. 1254(a) and (b).* These provisions authorize EPA to encourage, cooperate with and render technical services to individuals, including the general public, as well as public and private sector entities to promote the coordination and acceleration of demonstrations, studies and training relating to the causes, effects, prevention and elimination of water pollution.

*Section 8001(a) of the Solid Waste Disposal Act, 42 U.S.C. 6981(a).* This section authorizes EPA to encourage, cooperate with and render technical services to individuals as well as public and private sector entities to promote the coordination and acceleration of demonstrations, studies, training and public education programs relating to, among other things: adverse health and welfare effects of the release of solid waste into the environment; operation and financing of solid waste management programs; planning and operation of resource recovery and conservation systems and hazardous waste management systems; production and marketing of recovered resources; reductions in the amount of solid and hazardous waste and unsalvageable waste materials; and, the development and application of improved methods of collecting and disposing of solid wastes to recover and market materials and energy from these wastes.

*Sections 6604(b)(5) and (b)(13) of the Pollution Prevention Act, 42 U.S.C. 13103(b)(5) and (13).* These sections instruct EPA to develop and implement a strategy to promote source reduction through various means, including facilitating and recognizing the adoption of source reduction techniques by businesses. Source reduction, as defined in section 6603(5) of the Pollution Prevention Act, 42 U.S.C. 13102(5), includes practices which reduce the amounts of hazardous substances, pollutants and contaminants released into the waste stream or the environment prior to recycling treatment or disposal. It also includes practices which reduce hazards to the public and the environment from such releases.

**PART 6 – STATEMENT OF NO FINANCIAL OBLIGATION:** Execution of this MOU does not constitute a financial obligation on the part of any Party. Each Party and its respective agencies and offices intends to handle its own activities and utilize its own resources, including the expenditure of

its own funds, in pursuing these objectives. Nonetheless, each Party intends to carry out its separate activities under this MOU in a coordinated manner.

No funds from the Innovation Center shall be used in any manner for the purposes of influencing U.S. governmental policy.

**PART 7 – LIMITATIONS OF COMMITMENT:** This MOU and any continuation thereof are subject to the availability of funds appropriated by the Congress of the United States. It is understood that any monies allocated by the Federal Parties for purposes covered by this MOU shall be expended in accordance with the terms and in the manner prescribed by the applicable statutory and regulatory requirements. Notwithstanding any other provision in this MOU, nothing in this MOU shall obligate any of the Parties to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of any Party will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations. Each of the Parties agrees not to claim from another Party compensation for services rendered in connection with any activities it carries out in furtherance of this MOU. This MOU does not exempt any of the Parties from any policies governing competition for assistance agreements.

This MOU is a voluntary agreement that expresses the good-faith intentions of the Parties, is not intended to be legally binding, does not create any contractual obligations, and is not enforceable by any party.

Nothing in this MOU is intended to conflict with current law(s), regulation(s), or the directives of EPA. If any provision in this MOU is found to be inconsistent with existing authority, then that provision shall be reviewed and modified or annulled as by the Parties in writing; however, the remaining provisions of this MOU shall remain in full force and effect.

Nothing in this MOU commits the EPA to concur with, endorse, or act upon findings or recommendations published by the Innovation Center with regard to actions, policies, or initiatives.

**PART 8 – CONGRESSIONAL RESTRICTION:** Subject to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this MOU or to any benefit to arise thereupon.

**PART 9 – PUBLICITY:** Any Party that prepares a press release, engages in a publicity event or makes other public announcements specific to this MOU will provide the other Party advance notification of such activities. EPA must explicitly grant permission for any external party's use of its seal or logo.

The Parties intend to look for opportunities to coordinate on joint publicity events, announcements and other disclosures related to this MOU, as appropriate.

PART 10 – CONFIDENTIALITY: The Parties do not intend to share confidential information.

PART 11 – NON-EXCLUSIVITY: This MOU in no way restricts any of the Parties from participating in similar activities or entering into similar agreements with other public or private agencies, organizations or individuals.

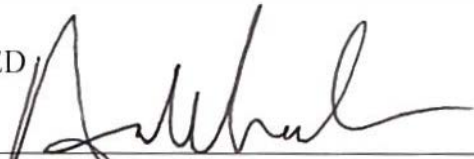
PART 12 – NO THIRD-PARTY RIGHTS: This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, any person or the Parties.

PART 13 – ENDORSEMENT: Federal Parties may not, with limited exceptions, endorse or promote products or services offered by or provided by any non-federal entity. Nothing in this MOU constitutes an endorsement by either Party of the other, including any products or services, or any fundraising activity or promotion. The Parties agree not to make statements to the public at workshops and meetings, promotional literature, on their web sites or through any other media that imply that the EPA or any of its employees endorse the Innovation Center or any service or product offered by the Innovation Center. In addition, the Innovation Center agrees not to make statements that imply that the EPA supports the Innovation Center's efforts to raise public or private funds. Any statements or promotional materials prepared by the Innovation Center that describe this MOU or must be approved in advance by EPA.

PART 14 – EFFECTIVE DATE, DURATION, AND TERMINATION: This MOU shall become effective upon the signature of the Parties and shall remain in effect for three years therefrom, unless otherwise modified. This MOU may be extended or modified, at any time through the mutual written consent of the Parties. The Parties may terminate this MOU at any time by 30-day written notice to the other Parties. The provisions of this MOU shall be reviewed annually.

SIGNATURE PAGES FOLLOWS

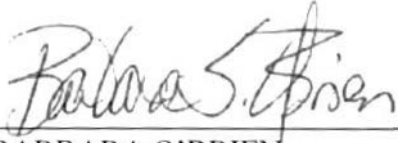
SIGNED:



ANDREW WHEELER

Administrator of the Environmental Protection Agency

Date: 11-9-2020



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BARBARA O'BRIEN

President, Innovation Center for U.S. Dairy

Date: November 9, 2020