



**RENEWAL OF THE
MEMORANDUM OF UNDERSTANDING REGARDING COOPERATION IN
DECENTRALIZED WASTEWATER MANAGEMENT
BETWEEN THE U. S. ENVIRONMENTAL PROTECTION AGENCY
AND PARTNER ORGANIZATIONS**

- Association of Clean Water Administrators (ACWA)**
- Association of State Drinking Water Administrators (ASDWA)**
- Association of State and Territorial Health Officials (ASTHO)**
- Centers for Disease Control and Prevention (CDC)/Agency for Toxic Substances and Disease Registry (ATSDR)**
- Consortium of Institutes for Decentralized Wastewater Treatment (CIDWT)**
- Ground Water Protection Council (GWPC)**
- National Association of Towns and Townships (NATaT)**
- National Association of Wastewater Transporters, Inc. (NAWT)**
- National Environmental Health Association (NEHA)**
- National Environmental Services Center (NESC)**
- National Onsite Wastewater Recycling Association, Inc. (NOWRA)**
- NSF International**
- Rural Community Assistance Partnership, Inc. (RCAP)**
- State Onsite Regulators Alliance (SORA)**
- Water Environment Federation (WEF)**
- Water Environment Research Foundation (WERF)**

Introduction: More than 20 percent of U.S. households and 22 percent of new housing development are served by individual septic systems, according to the US Census Bureau’s *American Housing Survey*. Approximately four billion gallons of wastewater are treated and discharged daily by these systems. More than half of the existing systems are more than 30 years old, and states indicate that at least 10 percent and up to 20 percent, are not working at any given time.

In 1996, EPA published a “*Response to Congress on the Use of Decentralized Wastewater Treatments Systems.*” EPA concluded that, while several major impediments were observed for improving system performance, decentralized (septic) systems are an integral component of our nation’s wastewater infrastructure and can protect public health and water quality if they are properly planned, sited, designed, installed and maintained.

In 2005, EPA and eight national organizations representing industry and local governments entered into a “Memorandum of Understanding (MOU) Regarding Cooperation in Decentralized Wastewater Management” to formalize the ongoing cooperative relationship to improve performance of decentralized wastewater systems and initiate collaborative efforts aimed at improving the professionalism within the industry. In 2008, the parties renewed and modified the MOU to include six additional organizations and expand the focus to state management programs and research components.

Purpose: The purpose of this MOU is to continue the efforts begun under the previous MOUs and to expand upon the goals of the cooperative relationship between the Signatory Organizations by including signatories with nationally recognized expertise in protecting public health and supporting product certification and testing. In addition, this MOU includes two new signatories, the Center for Disease Control and Prevention (CDC) and the National Sanitation Foundation (NSF), International.

Objectives: The objectives of this MOU renewal are to:

- Strengthen external partnerships.
- Improve decentralized wastewater treatment system performance through improved practitioner competency, management practices, research and technology transfer.
- Improve accountability, control, and oversight through enhanced state, tribal and local program implementation.
- Improve local decision making through improved public awareness, education programs, and information materials.
- Support the principles outlined in the *Voluntary Management Guidelines* and *Management Handbook for Decentralized Systems* developed by EPA’s Office of Wastewater Management.

Collaborative Activities: EPA and the Signatory Organizations intend to collaborate on activities that may include, but are not limited to, the following tasks:

- Developing effective mechanisms for information exchange on program activities, regulations, and plans for engaging members in decentralized system activities.
- Continuing collaborative efforts to develop training, credentialing, and certification programs designed to improve consistency and competency among practitioners.
- Developing a public awareness effort to promote improved system performance and management.
- Developing materials for organizations interested in considering, planning or implementing decentralized systems for community wastewater treatment needs.

EPA and the Signatory Organizations’ Activities: EPA and the Signatory Organizations intend to:

- Provide information to their staff about this MOU as permitted by their employers and encourage them to become knowledgeable about decentralized wastewater systems.

- Place an announcement on their organizations' website to inform their members and visitors of their joining the MOU.
- Establish web links of the other MOU partners on their organizations' website
- Publish article(s) in their organizations' print and electronic newsletters and the like.
- Promote MOU partner activities at their organizations' conferences.
- Invite partners to speak, participate, and/or exhibit at their organizations' conferences.

Steering Committee Activities: A Steering Committee composed of at least one representative from EPA and each of the Signatory Organizations will be convened to provide leadership and direction for the MOU. The Steering Committee does not have the authority to make binding commitments on behalf of EPA or other Signatory Organizations. Steering Committee activities may include, but are not limited to, the following actions:

- Developing a work plan that integrates the activities of EPA and the Signatory Organizations. Each year, the work plan will be updated to reflect new tasks that the Steering Committee recommends that EPA and the Signatory Organizations take.
- Developing annual reports to track and evaluate progress. The Steering Committee will distribute meeting summaries and reports to their respective organizations. Results of activities conducted under this MOU will be advertised to members of the organizations.
- The Steering Committee will hold annual meetings and communicate regularly via phone or web-based conferencing.

Any actions that EPA or the Signatory Organizations take in response to Steering Committee recommendations, including those in the work plan, must be based on independent legal authority.

Duration of Agreement: This Memorandum of Understanding is to take effect upon signing by the parties and remain in effect for a period of three years. This MOU may be extended or modified at any time, per the mutual written consent of the Signatory Organizations. Additionally, a Signatory Organization may terminate its participation in the MOU at any time by providing notice to EPA and the other Signatory Organizations.


Limits:


1. As required by the Antideficiency Act, 31 U.S.C. 1341 and 1342, any commitments made by EPA and CDC in this MOU are subject to the availability of appropriated funds. Nothing in this MOU, in and of itself, obligates EPA or the Signatory Organizations to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or to incur other financial obligations that would be inconsistent with federal agency budget priorities, or to commit state agencies to any expenditure, obligation, or course of action that is beyond the authority of any state employees that may be MOU members. The Signatories agree not to submit a claim for compensation for services rendered to EPA or CDC in connection with any activities it carries out in furtherance of this MOU. Any transaction involving reimbursement, or contribution or transfer of funds between the parties to this MOU will be handled separately, in accordance with applicable laws, regulations, and procedures under separate written agreements.
2. Under Federal ethics rules, the federal government may not endorse products or services provided by private entities. Nothing in this MOU constitutes an endorsement of the purchase or sale of products and services provided by the Signatory Organizations or any of their consultants, contractors or service providers. The Signatory Organizations agree not to make statements to the public at workshops and meetings, promotional literature, on their web site or through any other media that imply that EPA or CDC endorses the non-federal agency signatory organizations or any of their services or products. In addition, the Signatory Organizations

agree not to make statements that imply that EPA or CDC supports their efforts to raise public or private funds. Any statements or promotional materials prepared by Signatory Organizations that describe this MOU must be approved in advance by EPA.

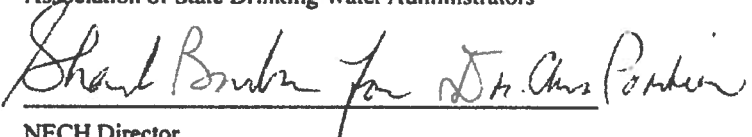
3. This MOU does not create any right or benefit, substantive or procedural, enforceable by law or equity by persons who are not party to this agreement, against EPA or the Signatory Organizations, their officers or employees, or any other person. This MOU does not direct or apply to any person outside of EPA or the Signatory Organizations.
4. This MOU does not supercede, alter, supplement, vary or otherwise change financial assistance agreements entered into by EPA with any of the Signatory Organizations, including the states. It does not relieve any of the non-Federal Signatory Organizations or states of obligations or duties contained in law, regulations, or financial assistance agreements.
5. The parties agree that any copyrightable subject matter, including but not limited to journal articles, training, educational material or software, created jointly by the parties from the activities conducted under the MOU may be copyrighted by any Signatory Organization. The Signatory Organizations hereby grant to the government a royalty-free, nonexclusive, irrevocable right to reproduce, distribute, make derivative works, and publish and perform the work(s) publicly, or to authorize others to do so on its behalf.
6. The parties agree that any patented invention created by any Signatory Organization pursuant to the terms of this MOU will be jointly owned by the parties regardless of inventorship, unless an alternative agreement indicates otherwise.

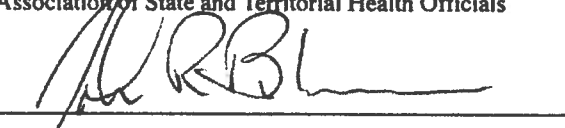
Acceptance: The undersigned agree, on this 9th day of November, 2011, to the program described in this Memorandum of Understanding.

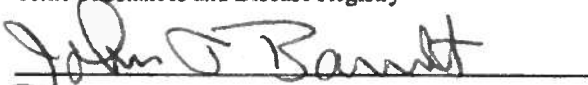

Executive Director
Association of Clean Water Administrators

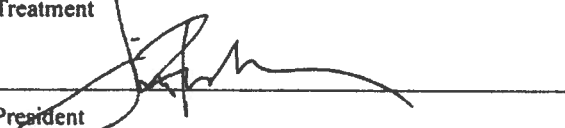

Executive Director
Association of State Drinking Water Administrators

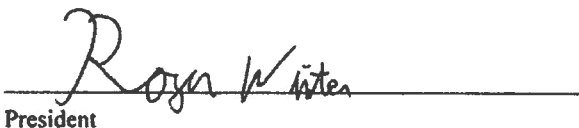

Executive Director
Association of State and Territorial Health Officials


NECH Director
Centers for Disease Control and Prevention/Agency for
Toxic Substances and Disease Registry


Board Designee
Consortium of Institutes for Decentralized Wastewater
Treatment



Board Member
Ground Water Protection Council

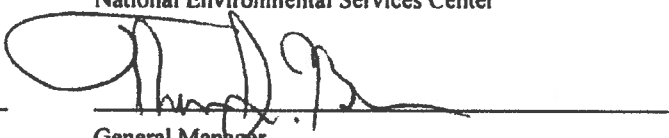

President
National Association of Towns and Townships

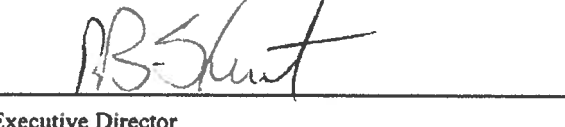

President
National Association of Wastewater Transporters


President-Elect
National Environmental Health Association



Executive Director
National Environmental Services Center



President
National Onsite Wastewater Recycling Association


General Manager
NSF International


Executive Director
Rural Community Assistance Partnership
Director


National Environmental Services Center
(on behalf of State Onsite Regulators Alliance)


Executive Director
Water Environment Federation


Executive Director
Water Environment Research Foundation


Acting Assistant Administrator for Water
U.S. Environmental Protection Agency