

MEMORANDUM OF UNDERSTANDING AMONG
THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
AND
THE UNITED STATES FOOD AND DRUG ADMINISTRATION
AND
THE UNITED STATES DEPARTMENT OF AGRICULTURE
AND
THE FOUNDING PARTNERS OF THE FOOD WASTE REDUCTION ALLIANCE
Relative to a Federal Government and Nongovernmental Organization Formal
Collaboration on Industry Education and Engagement with Respect to the Importance of
Food Waste Reduction

PART I - GENERAL: On December 17, 2020, the U.S. Environmental Protection Agency (“EPA”), the U.S. Food and Drug Administration (“FDA”), and U.S. Department of Agriculture (“USDA”) renewed a joint formal agreement committing to increase collaboration and coordination in areas of mutual interest relating to the reduction of food loss and waste. This formal agreement also states that the agencies seek to work together at the federal level with entities to leverage the private and the non-governmental sector to influence national change to reduce food loss and waste in the long term. Moving forward, the agreement contained herein is intended to expand collaboration with non-federal partners and therefore contribute to the national goal to reduce food loss and waste by 50% by the year 2030.

This Memorandum of Understanding ("MOU") renews the original October 2019 agreement with the Food Waste Reduction Alliance’s founding partners and intends to further extend the agreement with an implementation date of June 1, 2024.

PART 2 - PARTIES:

- U.S. Environmental Protection Agency ("EPA"), the U.S. Food and Drug Administration ("FDA"), and U.S. Department of Agriculture ("USDA") (hereinafter the "Federal Parties").
- The Consumer Brands Association, FMI – the Food Industry Association and the National Restaurant Association (hereinafter the "FWRA Parties") are the founding partners of the Food Waste Reduction Alliance ("FWRA"). Working collaboratively across sectors, the FWRA seeks to accomplish the following three goals: Reduce the amount of food waste generated, increase the amount of safe, nutritious food donated to those in need, and divert unavoidable food waste from landfills.

- The Federal Parties and the FWRA Parties are hereinafter individually a "Party" and together the "Parties ".

PART 3 - PURPOSE: As stated in the renewed December 2020 interagency formal agreement, "In order to reduce food loss and waste, it will take the entire supply chain working together to achieve innovation solutions." The FWRA Parties represent three major sectors of the supply chain and as such represent a vital link in efforts to reduce food loss and waste. Given that they share the common goal of enhancing food loss and waste reduction, the Parties have chosen to sign this MOU to extend the initiative to collaborate on industry education and outreach efforts.

PART 4-TERMS: The Parties anticipate taking the following actions:

1. The Parties intend to collaborate on a national effort aimed at:
 - a. Educating and engaging the food manufacturing, retail, restaurant and food service industries to reduce food waste, including strategies to prevent, recover and recycle excess food;
 - b. Informing stakeholders of the food waste reduction recognition programs currently available at each respective agency;
 - c. Sharing best practices on successful, creative and innovative solutions to reduce wasted food across industry sectors;
 - d. Increasing industry awareness of the Bill Emerson Good Samaritan Act ("Act") so as to encourage safe and effective food donation and recovery.
2. The Parties intend to collaborate to better understand infrastructure gaps and other constraints to food donation, scrap recycling, adoption of innovative technology, and behaviors in commercial settings in order to identify potential areas for improvement.
3. The Parties plan to hold standing internal update calls on ongoing education and advocacy efforts in furtherance of the actions outlined above.
4. The Parties intend to share this MOU, including a link to this signed document, on relevant websites and/or social media.
5. Subsequent to the signing of this MOU, the Parties intend to identify actions, deliverables anticipated timelines, and responsibilities in furtherance of the actions outlined above.

PART 5 - FEDERAL AUTHORITIES:

Section 8001(a) of the Solid Waste Disposal Act, 42 U.S.C. 6981(a), authorizes EPA to encourage, cooperate with and render financial and other assistance to appropriate public authorities, agencies and institutions, private agencies and institutions, and individuals to promote the coordination, research, investigations, experiments, training, demonstrations, surveys, 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, implementation. and operation of resource recovery and

conservation systems and hazardous waste management systems; production of usable forms of recovered resources; reductions in the amount of solid and hazardous waste and unsalvageable waste materials; and the development and application of new and improved methods of collecting and disposing of solid wastes to recover and market materials and energy from these wastes.

The USDA has prioritized reducing food loss and waste as essential to improving the sustainability of food systems in the United States and globally. USDA has the authority to enter into this MOU. The Agricultural Improvement Act of 2018 (the 2018 Farm Bill) instructed USDA to establish a Food Loss and Waste Reduction Liaison who is charged with coordinating Federal, State, local, and nongovernmental programs, and other efforts, to measure and reduce the incidence of food loss and waste. USDA has delegated this responsibility to the Office of the Chief Economist.

FDA has authority to enter into this MOU pursuant to section 1003(b) of the Federal Food, Drug, and Cosmetic Act, 21 U.S.C. 393(b). Section 1003(b) directs FDA to protect the public health by ensuring that foods are safe, wholesome, sanitary, and properly labeled.

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 use 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.

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 agree 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.

Nothing in this MOU is intended to conflict with current law(s), regulation(s) or the directives of EPA, FDA, or USDA. 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 Federal Parties to concur with, endorse, or act upon findings or recommendations published by the FWRA Parties with regard to actions, policies, or initiatives it believes will impact food waste reduction efforts in the public or private sector.

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 Parties advance notification of such activities.

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 will not, as a part of the activities covered by this MOU, share any non-public 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 FWRA 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 any of the Parties of the others, including any products or services, or any fundraising activity or promotion. The FWRA 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 Federal Parties or any of their employees endorse the FWRA Parties or any service or product offered by the FWRA Parties. In addition, the FWRA Parties agree not to make statements that imply that any of the Federal Parties support the FWRA Parties' efforts to raise public or private funds. The FWRA Parties agree to provide to the Federal Parties in advance any statements or promotional materials prepared by the FWRA Parties that describe this formal agreement.

PART 14 - EFFECTIVE DATE, DURATION, AND TERMINATION: This MOU shall remain in effect for three years from the June 1, 2024 implementation date, 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.

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David Chavern Digitally signed by David Chavern
Date: 2024.05.28 16:54:22 -04'00'

Date: _____

David Chavern
President and Chief Executive Officer
Consumer Brands Association

Michelle L Korsmo Digitally signed by Michelle L Korsmo
DN: cn=Michelle L Korsmo, o=Michelle L Korsmo c=United States INUS
email=korsmo@restaurant.org
Reason: I agree to the terms defined by the placement of my signature in this document
Location:
Date: 2024-05-29 10:56:10-00

Date: 5/29/24

Michelle Korsmo
President & Chief Executive Officer
National Restaurant Association

Leslie G. Sarasin Digitally signed by Leslie G.
Sarasin
Date: 2024.05.24 15:39:52 -04'00'

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Leslie Sarasin
President and Chief Executive Officer
FMI – the Food Industry Association

ELIZABETH SHAW Digitally signed by ELIZABETH
SHAW
Date: 2024.05.13 17:17:11 -04'00'

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Elizabeth Shaw
Director, Resource Conservation and Sustainability Division
U.S. Environmental Protection Agency

SETH MEYER Digitally signed by SETH MEYER
Date: 2024.05.13 15:58:12 -04'00'

Date: _____

Seth Meyer
Chief Economist
U.S. Department of Agriculture

James J. Jones -S Digitally signed by James J. Jones -
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Date: 2024.05.15 12:43:35 -04'00'

Date: _____

James “Jim” Jones
Deputy Commissioner, Human Foods
U.S. Food and Drug Administration