



# MEMORANDUM OF UNDERSTANDING

# **BETWEEN**

## THE PEACE CORPS

## **AND**

# THE UNITED STATES

**ENVIRONMENTAL PROTECTION AGENCY** 

#### INTRODUCTION.

This Memorandum of Understanding is made between the United States Environmental Protection Agency and the Peace Corps. Throughout this MOU, the EPA and the Peace Corps are referred to collectively as "the parties," and individually as "the party."

The complexities of protecting our shared environmental future in an international context require complementary and integrated skills and knowledge from multiple organizations and disciplines. The parties have extensive experience and recognized expertise in their mandated fields of responsibility and desire to exchange their knowledge on mutually satisfactory terms in order to further advance their respective missions. The parties also have a long history of collaboration with each other and with host governments; international organizations, such as United Nations agencies; U.S.-based non-governmental organizations; institutions of higher education; and other U.S. government agencies. The parties seek to help fulfill host country identified environmental needs through cooperation in several areas, including, but not limited to, strategic planning, training, management assistance and project implementation. It is intended that through such cooperation, the complementary expertise and capabilities of both parties may be more readily and effectively available for supporting such activities.

This MOU provides a broad framework and addresses the basic relationship, roles and responsibilities of the Parties but allows enough flexibility for more precise agreement in implementing instruments, plans, or similar documentation, as needed.

## 1.0 PURPOSE.

The Parties enter into this MOU for the purposes of encouraging, broadening and strengthening institutional ties between the two agencies and of furthering cooperation in international projects as appropriate in support of each other's mission. These activities may be in response to requests from host countries or international organizations, or a result of proactive targeted global or regional efforts, consistent with the mission of each of the parties.

## 2.0 AUTHORITIES.

## The EPA's authorities consist of:

- A. Section 102(2)(F) of the National Environment Policy Act authorizes the EPA to recognize the worldwide and long-range character of environmental problems and, where consistent with the foreign policy of the United States, lend appropriate support to initiatives, resolutions and programs designed to maximize international cooperation in anticipating and preventing a decline in the quality of mankind's world environment.
- B. The International Environment Protection Act of 1983 (P.L. 98-164) authorizes the President and federal heads to assist other countries in wildlife and plant protection efforts in order to preserve biological diversity.

- C. Section 17 (d) of the Federal Insecticide, Fungicide and Rodenticide Act authorizes parties to participate and cooperate in any international efforts to develop improved pesticide research and regulations.
- D. Section 8001 of the Solid Waste Disposal Act authorizes parties to conduct and promote the coordination, research, investigations, experiments, training, demonstrations, surveys, public education programs and studies relating to solid waste issues.
- E. Section 104 of the Clean Water Act authorizes the EPA to establish national programs related to research, investigation and training for the prevention, reduction and elimination of water pollution.

Peace Corps' authority consists of the Peace Corps Act, 22 U.S.C. Section 2501 et. seq.

## 3.0 AREAS OF COOPERATION.

The mission of the EPA is to protect human health and the environment. The EPA has identified international environmental priorities on which it will focus over the next several years. They are: Combatting the Climate Crisis; Advancing the Values of Environmental Justice and Equity; Addressing Transboundary Pollution in North America and Globally; Building Environmental Infrastructure, a Green Economy and Green Jobs; and Strengthening Environmental Governance by deploying EPA Expertise and Innovation.

The purpose of the Peace Corps is to promote world peace and friendship by helping the people of interested countries in meeting their need for trained men and women, promoting a better understanding of Americans on the part of the peoples served, as well as a better understanding of other peoples on the part of Americans. The Peace Corps fulfills its mission by making it possible for American citizens to serve as Peace Corps Volunteers in developing countries and participate in the development efforts of their host communities.

The Peace Corps works in more than 60 countries with Volunteers engaged in various environmental activities, such as environmental education and community environmental awareness; solid waste and wastewater management; improved cookstoves; water and sanitation; natural resource management; renewable energy; biodiversity preservation and restoration; and adaptation to climate change. Peace Corps Volunteers will not be involved in or participate in any activities in-country that are political in nature; nor will Volunteers be involved in or participate in advocacy or other potentially controversial matters within the host country. All Peace Corps two-year Volunteer, Peace Corps response Volunteer and virtual service pilot participant activities are based on review and approval by the Peace Corps.

Any intended cooperative efforts or activities to be undertaken under this MOU must be consistent with the respective authorities, missions, policies and priorities of the parties and subject to the availability of funds.

- A. The parties have identified potential cross-cutting areas for cooperation, including, but not limited to:
  - 1. **Environmental Awareness** The parties may work together to foster environmental awareness in an international context by assisting communities, students, local governments, community-based organizations and small businesses to improve their knowledge of environmental protection and stewardship through training, individual consultations, workshops and information sharing.
  - 2. **Community Assistance** The parties may work together to assist local government entities and communities in establishing detection and monitoring systems to protect human health from air and water pollution and hazardous waste and to serve in a consultative role to assist host governments and international organizations in protecting human health.
  - 3. Capacity Building and Institutional Strengthening The parties may work together to promote collaboration among citizens, governments, businesses, civil society groups and community-based organizations in order to engage public participation to make informed decisions on issues that affect the environment.
  - 4. **Environmental Health** The parties may work together with host country partners to foster environmental interventions that improve the health of individuals in communities around the world.
  - 5. **Materials and Tools Development** The parties may collaborate in the review of technical materials, manuals and trainings and share information on environmental topics as appropriate.
  - 6. Noncompetitive appointment of present and former Peace Corps volunteers and staff The EPA may use the authority provided under Executive Order 11103, and 5 C.F.R. § 315.607 to appoint noncompetitively qualified present and former Peace Corps volunteers and staff into agency positions in the competitive service.
  - 7. Hiring and Volunteer Recruitment The EPA may participate in Peace Corps job fair events for returned Peace Corps volunteers. The parties may also explore opportunities for the recruitment of EPA staff for Peace Corps volunteer service and the promotion of the Peace Corps service through EPA networks.
  - **8. Strategic Sustainability Performance Planning** The Peace Corps and the EPA may collaborate to reduce greenhouse gas emissions and, as appropriate, to align climate change resilience consistent with their respective missions, policies and operations.
- B. The parties may apply these and other approaches to any technical area of intervention, including, but not limited to, the following:

- 1. **Solid waste and wastewater management** Assist communities and/or local governments and municipalities on how to design and/or implement sustainable practices aimed at managing solid waste, e-waste, hazardous wastes such as batteries and wastewater at the household, school, community and municipal levels.
- 2. **Improved cookstoves** Inform communities regarding opportunities to access fuel-efficient stoves, biodigesters and solar ovens at the household and school levels.
- 3. Water and sanitation Promote access to clean household water, induce demand for improved sanitation, promote hygiene behavior change and facilitate awareness of financing and construction opportunities of wastewater disposal systems for stakeholders at local and community levels.
- 4. **Addressing climate change** Help communities plan for, mitigate and adapt to global climate change, including limiting global greenhouse gas emissions, disaster preparedness and increased ability to respond to climate and water resources variability.
- 5. Environmental institution strengthening Build capacity of environmental ministries, environmental protection agencies, local governments and NGOs in developing and effectively implementing air and water quality detection and monitoring systems, communication (including training in digital media and ecosystem mapping), organizational and managerial skills of service-level personnel.
- 6. Coastal, watershed and natural resource planning and management Collaborate with local partners in the planning and management of coastal zones, coral reefs, estuaries and watersheds, including use of the latest tools and techniques, such as GIS/GPS and remote sensing.
- **7. Biodiversity preservation and restoration** Collaborate on solutions that preserve the natural environment, as well as nature's contributions to human wellbeing.
- **8.** Engaging with Traditional Ecological Knowledge Advance the equitable inclusion of Indigenous knowledge and traditional ecological knowledge in environmental planning, adaptation and management.
- C. The parties may modify the above-listed areas of cooperation and approaches through discussions, as appropriate, and may explore opportunities to collaborate on activities related to recruitment of Peace Corps volunteers and staff.

## 4.0 LIMITATIONS.

- A. All intended cooperative efforts and activities to be undertaken by the parties under this MOU are subject to the availability of appropriated funds. Nothing in this MOU, in and of itself, obligates either party to expend appropriations or to enter into any contract, assistance agreement, interagency agreement or incur other financial obligations that would be inconsistent with their respective budget priorities. Both parties agree not to submit a claim for reimbursement for goods or services rendered in connection with any activities it carries out in furtherance of this MOU in the absence of an agreement authorizing such compensation. 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 and will be documented through separate written agreements.
- B. 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 MOU, against the Peace Corps or the EPA, their officers or employees or any other person. This MOU does not direct or apply to any person outside of the Peace Corps and the EPA.

### 5.0 RESPONSIBILITIES OF THE PARTIES.

In order to foster the successful implementation of this MOU, the parties agree to the following:

- A. The offices overseeing intended activities under this MOU are the Office of Overseas Programming and Training Support of the Peace Corps and the Office of International and Tribal Affairs of the EPA.
- B. Specific intended cooperative efforts and activities to be undertaken by the parties are to be agreed upon in advance by the directors of each of the offices listed above and memorialized in implementing instruments, plans or other similar documentation, as appropriate. Each implementing instrument, plan or other similar document should specify: the project or activity, background, scope of work, projected outcomes, roles and responsibilities of relative resource obligations of the parties, period of performance and individuals responsible for implementation.
- C. The parties intend to explore opportunities for respective staff exchanges or Peace Corps service, as appropriate, to provide expertise for specific projects and initiatives.
- D. Each party intends to exert best efforts to provide reasonable notice in writing to the other party prior to issuing a press release referencing this MOU, any agreement, or any collaboration under this MOU.

- E. The use of the official EPA seal, EPA logo or any other EPA trademarks by the Peace Corps may be allowed only in the case of particular project activities undertaken pursuant to an implementing instrument, plan or other similar document and with the prior written permission of the EPA. The use of the name, official seal or emblem of the Peace Corps by the EPA may be allowed only in the case of particular project activities undertaken pursuant to an implementing instrument, plan or other similar document and, with the prior written permission of the Peace Corps.
- F. Representatives of the parties intend to meet periodically to evaluate progress in the implementation of the MOU and to revise and develop new plans as appropriate.
- G. The parties intend to resolve any disputes concerning the interpretation or application of this MOU through good faith discussions.
- H. By mutual agreement, the parties may modify the areas of cooperation and list of intended activities set forth in this MOU and determine the practical manner by which the goals, purposes and activities of this MOU are to be accomplished.

## 6.0 PRIMARY CONTACTS.

The parties intend that the work under this MOU be carried out in the most efficient manner possible. To that end, the individuals holding the positions identified below will serve as primary contacts between the parties. To the maximum extent possible and unless otherwise approved by the other party, all significant communications between the parties are to be made through the primary contacts. The designated primary contacts for the parties are:

## **EPA**

Mark Kasman
Director
Office of International Affairs
U.S. Environmental Protection Agency
Office of International and Tribal Affairs (2610R)
1200 Pennsylvania Avenue, NW
Washington, D.C. 20460

Phone: 202-564-6400

Email: kasman.mark@epa.gov

## **Peace Corps**

For technical and programming matters:

Allison Greene Director Office of Overseas Programming and Training Support Peace Corps 1275 First Street, NE Washington, D.C. 20526 Phone: (202) 692-2298

Email: agreene@peacecorps.gov

For matters related to the MOU:

Lila Jaafar
Director
Office of Strategic Partnerships and Intergovernmental Affairs
Peace Corps
1275 First Street, NE
Washington, D.C. 20526
Phone: (202) 692-2113

Email: ljaafar@peacecorps.gov or partnerships@peacecorps.gov

Contacts at the working level will be maintained by those involved in the day-to-day work of the collaboration.

### 7.0 COMMENCEMENT/DURATION/MODIFICATION/TERMINATION.

This MOU is to take effect upon the signature of the parties and remain in effect for a period of five years. This MOU may be extended or modified at any time in writing signed by the parties. Additionally, a party may terminate its participation in this MOU at any time by providing 30 days written notice to the other party. At the end of each calendar year both parties intend to review specific activities under this MOU and assess their collaboration.

| _/s/ Michael S. Regan                | /s/ Carol Spahn       |
|--------------------------------------|-----------------------|
| Michael S. Regan, Administrator      | Carol Spahn, Director |
| U.S. Environmental Protection Agency | Peace Corps           |
| Date:May 15, 2023                    | Date: May 15, 2023    |

In witness thereof, the Parties have signed this MOU on the date set forth below.