



Partners in Technical Assistance Program: Memorandum of Understanding

Through the Partners in Technical Assistance Program (PTAP), colleges, universities, and nonprofit organizations cooperate with the EPA and voluntarily commit to assist communities with their unaddressed technical assistance needs. These communities may be impacted by Brownfields, Superfund, or Resource Conservation and Recovery Act (RCRA) sites or may have technical assistance needs related to activities under various EPA programs/ offices including but not limited to: the Office of Environmental Justice (OEJ) and the Office of Water (OW).

This is a voluntary agreement between _____ (College, University, or Nonprofit Name) (herein, referred to as the “Partner”) and the U.S. Environmental Protection Agency (EPA) for the purpose of addressing unmet technical assistance needs of communities impacted by Brownfields, Superfund, or RCRA Sites or technical needs related to activities under various EPA programs/ offices.

EPA’S RESPONSIBILITIES

1. Email the summary documents resulting from Technical Assistance Needs Assessments (TANAs) conducted at Brownfields, Superfund, and RCRA sites and for communities with non Site-specific technical assistance needs to all partners. The summary documents will detail the unaddressed technical assistance needs of the impacted community and will be forwarded for communities where partnering opportunities are available and appropriate.
2. Identify an EPA point of contact for each TANA to effectively coordinate the technical assistance provided by the EPA and partners to the impacted communities.
3. Review the partner(s) responding to a TANA summary document and interested in providing technical assistance to a community in order to determine the most effective and efficient mechanism to assist the impacted community.
4. Coordinate a technical assistance “kickoff” meeting with the appropriate EPA personnel, EPA technical assistance providers (e.g., Technical Assistance Grant coordinator, etc.) and the appropriate PTAP partners.
5. Provide partner recognition for achievements through website, brochures, and articles.

PARTNER’S RESPONSIBILITIES

1. Provide technical assistance to communities including but not limited to: information assistance and expertise; community education needs; organizational capacity-building assistance; and mediation or conflict resolution services.
2. Submit a report each year detailing the communities your organization has assisted and the type of assistance provided through PTAP.
3. Communicate and cooperate with EPA efforts to publicize the partnership.

Partner's Designated Representative:

Name: Title:

Address:

City: State: Zip:

Phone: Email:

Authorizing Official:

On behalf of , the undersigned understands and
(Name of college, university, or nonprofit) agrees to the terms of the Partnership.

Print Name: Title:

Signature: Date:

Interested in Providing Technical Assistance at (*check all that apply*):

Site types:
 Brownfields Superfund RCRA Other

Communities may be located throughout continental United States, AK, HI, or PR. Please indicate geographic restrictions to the technical assistance provided by your organization.

DISCLAIMERS

1. This agreement may be terminated at any time by either party with no prior notice, penalties and with no further obligation. EPA will not publicize any Partner's withdrawal from the Program.
2. This MOU does not obligate EPA to expend appropriations or to enter into any assistance agreement, contract, interagency agreement, or other financial obligations that would be inconsistent with Agency budget priorities. The Partner agrees not to submit a claim for compensation for services rendered to EPA in connection with any activities it carries out in furtherance of this MOU. This MOU does not exempt the Partner from EPA policies governing competition for assistance agreements. 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 under separate written agreements.
3. The Partner agrees that activities it undertakes connected with the Partners in Technical Assistance Program are not intended to provide services to the federal government and that the Partner will not seek compensation from a federal agency.
4. The Partner understands that its participation in the Partners in Technical Assistance Program does not constitute EPA approval or endorsement of the partner, its products, goods or services. The Partner

will not imply that EPA endorses any of its fundraising activities and agrees to ensure that any incidental promotional activity does not imply any EPA endorsement.

5. Information submitted to EPA will be treated in accordance with 40 CFR Part 2, including the provisions on protecting confidential business information (CBI).
6. 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 the Partner or EPA, their officers or employees, or any other person. This MOU does not direct or apply to any person outside of the Partner and EPA.

Authority

Clean Air Act, Section 103(b)(2)

Clean Water Act, Section 104(a)(2)

Comprehensive Environmental Response, Compensation, and Liability Act, Section 104(k)(6)

Marine Protection, Research, and Sanctuaries Act, Section 203(a)(2)

Solid Waste Disposal Act, Section 8001(a)