

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 1 – GENERAL: On October 18, 2018, the U.S. Environmental Protection Agency (“EPA”), the U.S. Food and Drug Administration (“FDA”), and U.S. Department of Agriculture (“USDA”) signed a 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 announced the *Winning on Reducing Food Waste Initiative*, a collaborative effort to reduce food loss and waste through combined and agency-specific action. The event, agreement and initiative signaled the federal agencies’ commitment to reducing the billions of pounds of food lost and wasted annually in the United States. On April 9, 2019, the federal agencies released the *Winning on Reducing Food Waste FY 2019-2020 Federal Interagency Strategy*, including six key priority areas:

- 1. Enhance Interagency Coordination*
- 2. Increase Consumer Education and Outreach Efforts*
- 3. Improve Coordination and Guidance on Food Loss and Waste Measurement*
- 4. Clarify and Communicate Information on Food Safety, Food Date Labels, and Food Donations*
- 5. Collaborate with Private Industry to Reduce Food Loss and Waste Across the Supply Chain*
- 6. Encourage Food Waste Reduction by Federal Agencies in their Respective Facilities*

This Memorandum of Understanding (“MOU”) is intended to further the *Winning on Reducing Food Waste Initiative* and build upon the abovementioned strategic priority areas.

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 Grocery Manufacturers Association (“GMA”), the Food Marketing Institute (“FMI”), and the National Restaurant Association (“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 October 18, 2018 formal agreement, “In order to reduce food loss and waste, it will take the entire supply chain including farms, processors, food manufacturers, grocery stores, restaurants, universities, schools, landfills, federal, state, tribal and local governments, faith-based institutions, environmental organizations, and communities working together to achieve innovative 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 formalize a mutual 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 and adoption of innovative technology 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 timeline, 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 an interest in building more sustainable agricultural and food systems. The USDA Office of the Chief Economist, through the role of the Director for Sustainable Development, is charged with leading and coordinating the Department's cross-mission area work on sustainable development and serving as chair of the USDA Council on Sustainable Development (Secretary's Memorandum (9500-6)). The Council is composed of high-level representatives from every mission area in USDA since every mission area has a role in building sustainable agricultural and food systems. The USDA has prioritized reducing food loss and waste as essential to improving the sustainability of food systems in the United States and globally. Furthermore, the Agricultural Improvement Act of 2018 (the 2018 Farm Bill) instructed USDA to establish a Food Loss and Waste Reduction Liaison to coordinate 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 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.

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 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 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 agrees 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 become effective upon the signature of the Parties and shall remain in effect for two 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 PAGE FOLLOWS



GEOFF FREEMAN
President and Chief Executive Officer
Grocery Manufacturers Association

October 25, 2019
Date: _____



Date: 10/22/19

DAWN SWEENEY

President and Chief Executive Officer
National Restaurant Association



10/25/2019

Date: _____

LESLIE SARASIN
President and Chief Executive Officer
Food Marketing Institute



ANDREW R. WHEELER

Administrator of the U.S. Environmental Protection Agency

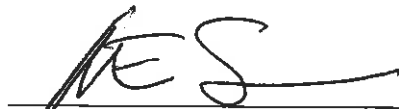
Date: **OCT 25 2019**



SONNY PERDUE

Secretary of the Department of Agriculture

Date: **OCT 25 2019**



NORMAN E. SHARPLESS, M.D.
Acting Commissioner of Food and Drugs

Date:

10/23/19