

FORMAL AGREEMENT AMONG

THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
AND
THE UNITED STATES FOOD AND DRUG ADMINISTRATION
AND
THE UNITED STATES DEPARTMENT OF AGRICULTURE

Relative to Cooperation and Coordination on Food Loss and Waste

PART 1 – GENERAL: The U.S. Environmental Protection Agency (“EPA”), the U.S. Food and Drug Administration (“FDA”), and U.S. Department of Agriculture (“USDA”) (hereinafter individually a “Party”, and together the “Parties”) are committed to increasing collaboration and coordination in our existing federal programs in areas of mutual interest relating to the reduction of food loss and waste.

Specifically, this additional collaboration is intended to strategically align each agency’s efforts to better educate Americans on the impacts of reducing food loss and waste. Where appropriate we seek to educate actors throughout the supply chain on best practices to reduce food loss and waste in the growing, manufacturing, transporting, selling and disposing of food, handling, preparation and storage of food, as well as creating new uses for excess food.

While there have been significant actions taken and commitments made within the industrial, commercial and institutional sectors, especially through public-private partnerships such as the U.S. Food Loss and Waste 2030 Champions initiative led by USDA and EPA, there is still much work to be done. Moving forward EPA, FDA, and USDA will further improve upon our collaborative efforts as part of a new *Winning on Reducing Food Waste* initiative. Reducing food loss and waste is a critically important issue facing this nation. This is an opportunity to collectively approach an issue that touches everyone in the United States. The Parties are coming together to lead by example and encourage other agencies to join us.

Food accounts for the largest share of municipal solid waste. In the United States, we throw away more than 75 billion pounds of food annually and one third of food available is not eaten. In order to reduce food loss and waste it will take the entire supply chain working together to achieve innovative solutions. The Parties seek to work together at the federal level with these entities to leverage the private and the non-governmental sector to influence national change to reduce food loss and waste in the long term.

PART 2 – PURPOSE: The purpose of this agreement is to affirm the Parties shared commitment to reducing food loss and waste and commit to developing a strategic plan for coordination and communication among EPA, FDA and USDA that will leverage government resources more efficiently, saving taxpayer dollars while effectively addressing issues where the Parties have common issues and goals.

PART 3 – AUTHORITIES: Nothing herein is intended to alter the respective rights and responsibilities of the Parties under their respective statutory authorities. This agreement, and any amendments thereto, shall be subject to the applicable policies, rules, regulations, and statutes under which the Parties are bound, and does not nullify or negate any existing understandings or agreements among the Parties, or among the Parties or either Party and any third party.

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PART 4 – STATEMENT OF NO FINANCIAL OBLIGATION: Execution of this agreement does not constitute a financial obligation on the part of the Parties. Each Party and its respective agencies and offices will handle its own activities and utilize its own resources, including the expenditure of its own funds, in pursuing these objectives. Nonetheless, each Party will carry out its separate activities in a coordinated manner.

PART 5 – LIMITATIONS OF COMMITMENT: This agreement and any continuation thereof may be contingent upon the availability of funds appropriated by the Congress of the United States. It is understood and agreed that any monies allocated for purposes covered by this agreement shall be expended in accordance with the terms and in the manner prescribed by the applicable statutory and regulatory requirements. Notwithstanding, nothing in this agreement shall obligate 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 the Parties 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 agreement does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

PART 6 – 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 agreement or to any benefit to arise thereupon.

PART 7 – PUBLICITY: Any Party member that prepares a press release, engages in a publicity event or makes other public announcements specific to this agreement shall provide other Party members advanced notification of such activities. Should such a public announcement, publicity event and/or press release of one Party mention another Party involved in this formal agreement, the originator will obtain formal clearance for disclosure from the Party being mentioned at least 24 hours in advance of an announcement.

The Parties will also commit to look for opportunities to coordinate on joint publicity events, announcements and other disclosures related to this agreement, as appropriate.

PART 8 – CONFIDENTIALITY: The Parties shall avoid the sharing of confidential information. To the extent the objectives of this agreement are impossible to meet without such sharing, the Parties shall enter into a separate confidentiality agreement.

PART 9 – NON-EXCLUSIVITY AND NON-ENDORSEMENT: This agreement in no way restricts the Parties from participating in similar activities or entering into similar agreements with other public or private agencies, organizations or individuals. Nor shall this agreement be interpreted to imply that the Parties endorses any product, service, or policy of the other.

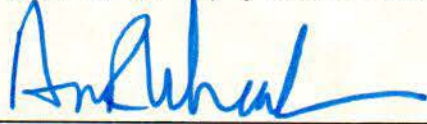
PART 10 – SEVERABILITY: Nothing in this agreement is intended to conflict with current law(s), regulation(s), or the directives of EPA, FDA, or USDA. If any provision in this agreement is found to be inconsistent with existing authority, then that provision shall be reviewed and modified or annulled as agreed to by the Parties in writing; however, the remaining provisions of this agreement shall remain in full force and effect.

PART 11 – NO THIRD-PARTY RIGHTS: This agreement 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, or any person.

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PART 12 – EFFECTIVE DATE, DURATION, AND TERMINATION: This agreement shall become effective upon the date of final signature and shall remain in effect for two years therefrom, unless otherwise modified. Either Party may terminate this agreement at any time by 60-day written notice to the other Party. The provisions of this agreement shall be reviewed annually.

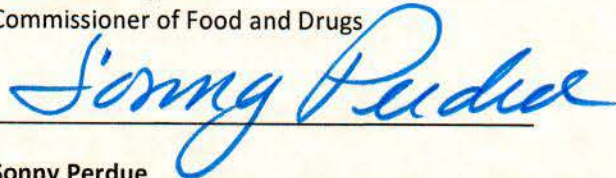
Signed the 18th day of October 2018 in Washington, D.C.



Andrew Wheeler
Acting Administrator of the Environmental Protection Agency



Scott Gottlieb, M.D.
Commissioner of Food and Drugs



Sonny Perdue
Secretary of Agriculture