

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 a Federal—Nongovernmental
Organization**

**Formal Agreement with ReFED,
Inc.**

**in Order to Better Evaluate and
Improve**

**Upon Strategies to Reduce Food Loss and
Waste**

PART 1 – 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.

**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 together the “Federal Parties”).
- ReFED, Inc. (ReFED) is a national nonprofit dedicated to ending food loss and waste across the U.S. food system by advancing data-driven solutions.

PART 3 – PURPOSE: The Federal Parties and ReFED are well positioned to collaborate to

reduce food waste. As such, the Federal Parties are seeking a renewed formal partnership via this agreement with ReFED to perform the activities described below.

PART 4 – TERMS:

The Parties anticipate the following joint actions:

- Quarterly meetings to provide updates on progress being made in food waste reduction efforts and meet at minimum bi-yearly throughout the life of this formal agreement.
- Share this formal agreement, including a link to this agreement where appropriate (e.g., in a joint press release, on relevant websites, and/or social media).

The Federal Parties anticipate taking the following actions:

- The Federal Parties intend to identify and develop non-exclusive opportunities for collaboration between ReFED and federal, state, territorial, tribal, and local government officials in efforts to reduce food waste in the United States.
- The Federal Parties intend to explore opportunities to increase adoption of the most effective consumer solutions and intend to consult as appropriate with ReFED to develop approaches for measuring the success of various strategies and techniques currently being deployed nationwide to reduce food waste.
- The Federal Parties intend to participate as appropriate in ReFED's new network structure. The network is an inclusive network that is composed of key stakeholders and decision-makers from across the food waste sector. The aim of the network is to facilitate collaboration and drive action across the supply chain to reduce US food waste by 50% by 2030.
- The Federal Parties intend to help amplify and disperse the new tools from ReFED's Insights Engine through their channels, where appropriate.
- The Federal Parties intend to encourage the U.S. Food Loss and Waste 2030 Champions, where appropriate, to use ReFED's publicly available resources and participate in ReFED networks and programs, including; pilot projects that help ReFED develop their Business Engagement Tools and that provide options for reporting on progress toward achieving their food waste reduction goals.

ReFED anticipates taking the following actions:

- ReFED intends to annually provide a two-page summary of observations from that calendar year of strides being made to reduce food waste across the country. The summary is anticipated to also identify where action or involvement by the Federal Parties may result in reduction of food loss and waste.
- ReFED intends to host a multi-stakeholder conversation to explore development of a

nationally coordinated education campaign to reduce food waste at the consumer level.

- In coordination with the Federal Parties, ReFED intends to host informational meetings for its network and other stakeholders, and the general public on topics critical to food waste reduction efforts.

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. Nothing herein is intended to alter the respective rights and responsibilities of the Parties under their respective statutory authorities. This formal 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 between any of the Parties and any other of the Parties or any other person.

The USDA is committed to reducing food loss and waste. Pursuant to the Agriculture Improvement Act of 2018, the USDA Office of the Chief Economist has hired a USDA Food Loss and Waste Liaison to coordinate Federal, State, local, and nongovernmental programs, and other efforts, and to measure and reduce the incidence of food loss and waste in accordance with Section 12504. The USDA has prioritized reducing food loss and waste as essential to improving the sustainability of food systems in the United States and globally.

FDA has authority to enter into this agreement 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 formal agreement 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 in a coordinated manner.

PART 7 – LIMITATIONS OF COMMITMENT: All commitments made in this formal agreement, and any continuation thereof, are subject to the availability of appropriated funds and resources. Nothing in this formal agreement, in and of itself, obligates the Parties to obligate or expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or incur other financial obligations. The Parties agree not to submit a claim for compensation for services rendered in connection with any activities it carries out in furtherance of this formal agreement. This formal agreement does not exempt the Parties from policies governing competition for assistance agreements. Any transaction involving reimbursement or contribution of funds between the parties to this formal agreement will be handled in accordance with applicable laws, regulations, and procedures under separate written agreements.

Nothing in this formal agreement is intended to conflict with current law(s), regulation(s), or the directives of EPA, FDA, or USDA. If any provision in this formal agreement is found to be inconsistent with existing authority, then that provision shall be reviewed and modified or annulled force and effect.

Nothing in this agreement commits the Federal Parties to concur with, endorse, or act upon findings or recommendations published by ReFED 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 agreement or to any benefit to arise thereupon.

PART 9 – PUBLICITY: Any Party member that prepares a press release, engages in a publicity event or makes other public announcements specific to this agreement intends to provide other Party members 24 hours' notice of such activities, as appropriate.

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

PART 10 – CONFIDENTIALITY: The Parties do not intend to share confidential information.

PART 11 – NON-EXCLUSIVITY: This formal agreement 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 formal 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.

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 formal agreement constitutes an endorsement by any of the Federal Parties or ReFED, including any products or services, or any fundraising activity or promotion. ReFED agrees not to make statements to the public at workshops and meetings, promotional literature, on its web site or through any other media that imply that the Federal Parties or any of their employees endorse ReFED or any service or product offered by ReFED. In addition, ReFED agrees not to make statements that imply that any of the Federal Parties support ReFED's efforts to raise public or private funds. ReFED agrees to provide to the Federal Parties in advance any statements or promotional materials prepared by ReFED that describe this formal agreement.

PART 14 – EFFECTIVE DATE, DURATION, AND TERMINATION: This formal agreement shall become effective upon the signature of the parties and shall remain in effect for three years therefrom, unless otherwise modified. This formal agreement may be extended or modified, at any time through the mutual written consent of the Parties. The Parties may terminate this formal agreement at any time by 30-day written notice to the other Parties. The provisions of this formal agreement shall be reviewed annually.

Signed on this day in Washington, D.C.

Date: September 30, 2021

Nena Shaw

Acting Director, Resource Conservation and Sustainability Division (RCSD) of
the U.S. Environmental Protection Agency

Signature:  _____

Date: 9/30/2021

Seth Meyer

Chief Economist of the U.S. Department of Agriculture

Signature:  _____

Date: 9/30/2021

Frank Yiannas

Deputy Commissioner, Food Policy and Response, U.S. Food and Drug Administration

Signature:  _____

Date: 9/30/2021

Dana Gunders

Executive Director, ReFED

Signature:  _____

Date: 9/30/2021