

**Memorandum of Understanding
To promote
Environmental Stewardship**

between the

**Golf Course Superintendents Association of America
and the
United States Environmental Protection Agency**



April 2022

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between the
Golf Course Superintendents Association of America
and the
United States Environmental Protection Agency
On Sharing Information Relating to Environmental Stewardship**

This Memorandum of Understanding (MOU) between the Golf Course Superintendents Association of America (GCSAA) and the United States Environmental Protection Agency (EPA) (collectively, the “Parties”), expresses the Parties’ intention to continue to share information on environmental issues, best practices and industry challenges facing golf properties. EPA is authorized to enter into this MOU by applicable federal environmental statutes, including the National Environmental Policy Act, Section 102(2)(G); and the Pollution Prevention Act, Sections 6604(b)(5) and (b)(13). The purposes of this MOU are to encourage the Parties’ ongoing, productive discussions; to improve understanding of applicable environmental practices by GCSAA and its members; and to improve environmental stewardship and outcomes at GCSAA members’ facilities.

This MOU is a voluntary agreement that expresses the good-faith intention of the Parties; is not intended to be legally binding, does not create any contractual obligations, and is not enforceable by any Party. In addition, this MOU does not create any right or benefit, substantial or procedural, enforceable by law or equity, by persons who are not party to this agreement, against GCSAA or USEPA, their officers and employees, or any other person. This MOU does not apply to any other person outside GCSAA and EPA.

All commitments made by EPA in this MOU are subject to the availability of appropriated funds. Nothing in this MOU, in and of itself, obligates EPA to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or incur other financial obligations that would be inconsistent with Agency budget priorities.

Nothing in this MOU constitutes an endorsement by either party of the other, including any products or services, or any fundraising activity or promotion. GCSAA agrees not to make statements that imply that EPA endorses GCSAA or any of its members. Any statements or promotional materials prepared by GCSAA that describe this MOU must be submitted to and approved by EPA.

This MOU is to take effect upon the date of signature of both parties, and remain in effect for a period of _____ years. This MOU may be extended or modified, at any time through the mutual written consent of the parties. Additionally, a party may terminate its participation in this MOU at any time by providing written notice to the other party, at least 10 days in advance of the desired termination date.

_____, PA Region 3 Administrator)
United States Environmental Protection Agency

_____, GCSAA representative