

**MEMORANDUM OF UNDERSTANDING  
BETWEEN UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)  
NATURAL RESOURCES CONSERVATION SERVICE (NRCS)  
AND ENVIRONMENTAL PROTECTION AGENCY (EPA)  
OFFICE OF WATER (OW)**

This memorandum of understanding (MOU) is entered by and between the United States Department of Agriculture (USDA), Farm Production and Conservation (FPAC), Natural Resources Conservation Service (NRCS) and the U.S. Environmental Protection Agency (EPA) Office of Water, (together, the Parties).

**Authorities**

NRCS is authorized to enter into this MOU through the Soil Conservation and Domestic Allotment Act (16 U.S.C. §§ 590a-590f) and through the Commodity Credit Corporation Charter Act, 15 U.S.C. 714 et. seq.

The EPA is authorized to enter into this MOU through §§104(a) and (b) of the Clean Water Act, 33 U.S.C. §§1254(a) and (b) and through §1442(a) of the Safe Drinking Water Act, 42 U.S.C. § 300j-1.

**Purpose and Mutual Interest**

The purpose of this MOU is to continue a strong working relationship between EPA and USDA NRCS. The goal of this MOU is to maintain and strengthen a framework for cooperation between NRCS and the EPA's Office of Water that supports voluntary conservation and management of productive agricultural lands to reduce nonpoint source pollution and safeguard, maintain, and/or improve the quality of the nation's waterways, including those that serve as sources of drinking water.

**Background**

NRCS and the EPA's Office of Water have a strong history of collaboration supporting voluntary agricultural conservation that protects the quality of our lakes, rivers, wetlands, coastal waters, and groundwaters.

NRCS provides voluntary conservation assistance to farmers, ranchers, and forest landowners to improve the resilience of their operations and maintain and protect the quality of our nation's waters. The Agriculture Improvement Act of 2018 (the 2018 Farm Bill) reinforced these efforts by requiring that NRCS take steps to protect source water for drinking and devote significant resources (at least 10% of available funding) for this purpose through certain conservation programs delivered by the agency. Conservation programs covered by this requirement include the Agricultural Conservation Easement Program (ACEP), the Conservation Stewardship Program (CSP), the Environmental Quality Incentives Program (EQIP), and the Regional Conservation Partnership Program (RCPP). The Inflation Reduction Act (IRA) authorized increased funding for these NRCS conservation programs, and the source water provisions apply to this IRA funding. NRCS also partners with the EPA and state water quality agencies through the National Water Quality Initiative (NWQI) to prioritize impaired water

bodies and source water systems through targeted voluntary conservation. These and other NRCS conservation efforts are enabled by the locally led conservation model the agency uses to engage partners and customers in identifying and addressing priorities.

With the mission of protecting human health and the environment, the EPA uses its authorities under the Clean Water Act (CWA) and Safe Drinking Water Act (SDWA) to protect our nation's waterways and ensure drinking water is safe. In collaboration with its federal, state, local, territorial, and Tribal partners and rural and agricultural stakeholders, the EPA works to protect our nation's waters through an integrated, cross-agency approach. Through its April 2022 Accelerating Nutrient Pollution Reductions in the Nation's Waters memorandum, the EPA is pursuing a variety of strategies to drive continued reductions in nutrient pollution, (1) deepening collaborative partnerships with agriculture, including actively collaborating with USDA leadership and supporting innovative financing and market-based solutions; (2) redoubling our efforts to support states, Tribes, and territories to achieve nutrient pollution reductions from all sources; and (3) utilizing EPA's CWA authorities to drive progress, innovation, and collaboration. Through the EPA's CWA Section 319 Nonpoint Source Management Program, the agency provides grant funding to states, territories, and Tribes to address nonpoint source pollution, including supporting implementation of agricultural conservation practices, conservation professionals, and water quality monitoring. Under the SDWA, drinking water quality is protected through a "multi-barrier approach" that considers all threats and establishes barriers to either eliminate or minimize their impacts, including preventing and protecting the drinking water source from contamination. The EPA's Source Water Protection Program works with states, Tribes, local utilities, and many water stakeholders to implement voluntary programs that maintain drinking water quality and protects sources of drinking water by developing tools and supporting voluntary partnerships and approaches that can prevent contamination of drinking water sources. The EPA's Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF), which received substantial investments under the Infrastructure Investment and Jobs Act of 2021 (also known as the 2021 Bipartisan Infrastructure Law (BIL)), are federal-state programs that receive federal appropriations each year along with matching contributions from the states to provide low-cost financing for projects that address water quality concerns. The CWSRF program and DWSRF set-aside programs can fund agricultural best management practices and be leveraged with NRCS conservation funding to help to reduce nonpoint source pollution and maintain and protect sources of drinking water. Finally, the EPA's place-based programs, including the National Estuary Program, twelve Geographic Programs, and the Urban Waters Federal Partnership, work collaboratively with local partners to fund water quality improvements, habitat restoration, community engagement, and education.

Given the shared commitment to maintaining and improving the quality of our nation's waters, coupled with the historic opportunities available to invest in these priorities through the 2018 Farm Bill, the IRA, and the BIL, USDA NRCS and the EPA Office of Water will maintain and strengthen their collaborative efforts in support of shared goals to reduce nonpoint source pollution and safeguard the quality of our nation's waters, including sources of drinking water, while supporting the agricultural community in conserving natural resources.

### **Responsibilities of the Parties**

The USDA NRCS and the EPA Office of Water intend to cooperate to achieve the following goals:

- **Engage with rural and agricultural stakeholders on opportunities to accelerate voluntary conservation investments focused on improving water quality, reducing nonpoint source pollution, and protecting sources of drinking water.** As part of this effort, NRCS and the EPA Office of Water, in coordination with the EPA Office of Agriculture and Rural Affairs, plan to collaborate with rural and agricultural stakeholders to identify and share successful approaches that serve as examples to inform additional conservation efforts benefiting water quality.
- **Enhance regional, state, local, and Tribal capacity to accelerate conservation investments for water quality.** Enhance engagement of partners in NRCS State Technical Committees and Local Working Groups to guide efforts to safeguard, maintain, and/or improve sources of drinking water and reduce nonpoint source pollution of waterways. NRCS and the EPA Office of Water intend to work with partners to identify and address barriers to optimizing the delivery of assistance benefitting source water and water quality protection.
- **Leverage resources and funding to assist agricultural communities in adopting conservation practices that benefit water quality.** As part of this effort, NRCS and the EPA Office of Water resolve to collaborate to identify, promote, and expand opportunities for administrative efficiencies and to fund technical assistance activities and projects that support voluntary conservation investments in water quality improvement and source water protection, which may include watershed planning and strategic deployment of agricultural conservation practices. Where practicable, the agencies intend to work collaboratively to promote data-driven voluntary market-based approaches that can be supported by EPA and USDA programs.
- **Collaborate to expand leveraging opportunities between EPA and NRCS Tribal assistance programs to support Tribal water quality programs.** The EPA Office of Water and NRCS plan to collaborate to help target and implement conservation practices to best achieve Tribal landowner conservation goals and support Tribal water quality and access goals. Efforts could include encouraging NRCS participation in EPA sponsored Tribal conferences and workshops and promoting Tribal participation in NRCS technical assistance workshops.
- **Share data and establish common, data driven approaches to improve EPA and USDA program performance and communicate water quality outcomes and success stories.** The EPA Office of Water and USDA NRCS produce and maintain unique datasets pursuant to the agencies' respective mission objectives and are obligated to ensure the privacy, protection, and security of these protected datasets<sup>1</sup>. In this, the EPA Office of Water and USDA NRCS resolve to identify mutually beneficial opportunities to leverage agency-specific data within these datasets for improving program delivery and performance metrics through strategic inter-agency sharing of select data and co-aligning data models, assessment tools, and data visualizations where possible while maintaining producer confidentiality and upholding requisite data protection and security protocols. Each agency plans to internally restrict access to the

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<sup>1</sup> NRCS will continue to abide by 45 CFR Section 1619 of the 2008 Farm Bill when sharing data with external entities. The EPA will share data with NRCS pursuant to EPA's data security policies and coordinate with NRCS as it tracks conservation program benefits. Data may only be accessed by federal employees with proper authorizations.

protected information to only those individuals that have a demonstrated need to know the protected information in order to perform work contemplated by this MOU. All such individuals shall be bound to maintaining producer confidentiality, and the confidentiality of such protection information is a continuing legal obligation, even when individuals currently affiliated with each agency leave either agency's employ or service.

### **General Terms**

- A. This MOU is a voluntary agreement that expresses the good-faith intentions of NRCS and the EPA Office of Water, is not intended to be legally binding, does not create any contractual obligations, and is not enforceable by any party.
- B. Nothing in this MOU alters the statutory, regulatory, or other authority or responsibilities of the EPA. This MOU does not supersede existing agreements or restrict any future agreement between NRCS and the EPA.
- C. NRCS and EPA intend to handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party anticipates carrying out its separate activities in a coordinated and mutually beneficial manner.
- D. Nothing in this MOU shall obligate either NRCS or the EPA to obligate or transfer any funds or data. Specific work projects or activities that involve the transfer of funds, services, property, or data between the various agencies and offices of NRCS and the EPA will require execution of separate agreements and be contingent upon the availability of 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.
- E. This MOU takes effect upon the last signature by both Parties and shall remain in effect for five years from the date of execution. This MOU may be extended or amended upon written request of either NRCS or the EPA and the subsequent written concurrence of the other parties. The federal partners intend to review the content of this MOU and determine whether the MOU shall be modified or extended no later than 30 days prior to its termination date. Either NRCS or the EPA may terminate this MOU with a 60-day written notice to the other.
- F. 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, or any person.
- G. Nothing in this Agreement shall be construed as requiring a party to expend funds in violation of the Federal Anti-deficiency Act codified at 31 U.S.C. § 1341.
- H. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed to create such status. The rights, duties and obligations contained in this MOU shall operate only between the Parties to this MOU and shall inure solely to the benefit of the Parties to this MOU. The provisions of this MOU are intended only to assist the Parties in determining and performing their

obligations under this MOU. The Parties to this MOU intend and expressly agree that only Parties to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a Party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

**Special Paragraph Regarding Data Confidentiality:**

The parties to this MOU agree to abide fully by Federal privacy provisions, including the confidentiality provisions contained in "Information Gathering" found at Section 1619 of the Food, Conservation, and Energy Act of 2008, Public Law 110-246 (codified at 7 U.S.C. 8791) ("Section 1619"), and the "Administrative Requirements for Conservation Programs" found at Section 1244(b) of the Food Security Act of 1985 (codified at 16 U.S.C. 3844(b)), as well as the Privacy Act of 1974, and related laws.

For purposes of Section 1619 and Section 1244(b), NRCS has determined that the EPA Office of Water, when acting pursuant to the voluntary conservation purposes under this MOU, is considered to be working in cooperation with NRCS. Specifically, the EPA Office of Water may use data provided by USDA only for the purpose of carrying out its responsibilities under, and furthering the voluntary conservation goals of, this MOU, and must not be shared or used for any other EPA purpose.

Disclosure of data beyond NRCS and the EPA Office of Water must be in an aggregate form only, and in a manner that ensures the complete confidentiality of agricultural producers to whom the data pertains, consistent with the above-mentioned confidentiality provisions. The provisions of this paragraph will also apply to any third-party agency, organization, or individual funded or otherwise supported or utilized by the EPA Office of Water to conduct any work associated with this MOU. Any such third-party must execute a confidentiality agreement prior to obtaining access to protected data, and that the provisions of such confidentiality agreement are a continuing obligation and that any third-party will continue to be legally bound to the confidentiality provisions even when such third-party is no longer under contract or obligation to EPA Office of Water.

Reciprocally, NRCS recognizes that the EPA Office of Water has similar and unique data sharing restrictions; and all parties, consistent with applicable laws and regulations, will take appropriate measures to protect and ensure that data is used only for its intended and agreed upon purpose. NRCS must clearly mark as confidential all confidential data that is shared with the EPA pursuant to this MOU. Additionally, NRCS and the EPA Office of Water agree to keep data protected through implementation of appropriate access and security protocols.

Data provided by NRCS to the EPA Office of Water must be returned to NRCS and/or destroyed by the EPA Office of Water and any third parties with whom the EPA Office of Water shared the data only in a manner consistent with the Federal Records Act, once the EPA Office of Water no longer requires such data to carry out its responsibilities under this MOU, with notice of such destruction being provided to NRCS within 30 days of such destruction. However, the EPA will not share any confidential business information with USDA pursuant to this MOU in a manner that is not compliant with 40 C.F.R. § 2.209(c). All other provisions of the above-noted laws will also apply and must be abided fully; failure of any party to abide by such provisions may result in immediate termination of this MOU by either party.

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**Signatures:**

In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

Best-Wong,  
Benita


Digitally signed by Best-  
Wong, Benita  
Date: 2025.01.07  
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01/07/2025

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Benita Best-Wong  
Deputy Assistant Administrator for Water  
U.S. Environmental Protection Agency

Date



12/20/2024

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Terry Cosby  
Chief  
Natural Resources Conservation Service  
U.S. Department of Agriculture

Date