

MEMORANDUM OF UNDERSTANDING

Among
Jurisdictions of the Pacific Coast Collaborative
And
Cascadia Policy Solutions, World Wildlife Fund, WRAP and ReFED
To
Implement the West Coast Regional Food Waste Reduction Project

Introduction and Purpose

This is a Memorandum of Understanding (MOU) by which the states of California, Oregon and Washington, the Canadian Province of British Columbia, the cities of San Francisco, Oakland, Los Angeles, Portland, Seattle and Vancouver and Cascadia Policy Solutions, the World Wildlife Fund (WWF), ReFED and WRAP agree to jointly implement the West Coast Regional Food Waste Reduction Project to reduce food waste in all food business sectors, beginning with the retail and manufacturing sectors, via voluntary agreements and technical assistance (Project).

This MOU defines the scope, responsibilities and roles associated with the Project and corresponding work plan and will form the basis of contracts between individual Pacific Coast Collaborative (PCC) Jurisdictions, Cascadia Policy Solutions, and PCC Resource Partners to carry out the Project. This MOU creates no binding commitments.

The associated Project Work Plan, budget and funding agreements will further describe the responsibilities, roles, deliverables and funding commitments necessary to achieve the Project goal.

Definitions

PCC Jurisdictions: Collectively the states of California, Oregon and Washington, the Canadian Province of British Columbia, the cities of San Francisco, Oakland, Los Angeles, Portland, Seattle and Vancouver, British Columbia.

Voluntary Agreement: A written commitment by which food business leaders commit to take actions that will help achieve food waste reduction by 50 percent by 2030.

Pacific Coast Region: Encompassing all of the Province of British Columbia and States of Washington, Oregon and California and local municipalities therein.

Cascadia Policy Solutions: is an environmental consulting firm based in Washington state that shall serve as the lead contractor for the project.

Food Business Signatories: Businesses that sign onto the Voluntary Agreement created and implemented by this Project.

PCC Resource Partners: Collectively, World Wildlife Fund, WRAP and ReFED.

PCC Food Waste Steering Committee: Comprised of all PCC Food Waste Subcommittee members and all PCC Resource Partners who will engage in the Project and support implementation. Each Resource Partner and Jurisdiction will choose one voting member of the Steering Committee who will participate in decision-making processes.

Executive Committee: consisting of a lead representative from WWF, a lead representative from ReFED, a representative from Cascadia Policy Solutions and 3 representatives from the PCC Food Waste Subcommittee. The Executive team will hold calls as needed and will be responsible for making quick real-time management decisions as needed to support project implementation throughout the year.

Working Groups: Comprised of Resource Partners and PCC Food Waste Subcommittee Members, as well as Food Business Signatories as applicable. Convened as part of the implementation structure to discuss details, share best practices and lessons learned, and advance and implement actions to reduce food waste and meet reduction goals.

The following working groups will meet beginning in February 2020. The number and subject of working groups is subject to change based on suggestions from current working group members or any Project member to be decided by voting members of the Steering Committee.

Recruitment and Business Engagement/Support Working Group: Lead by WWF and WRAP, responsible for ongoing organizational system for delivering general and technical support to food business signatories, including supporting pre-competitive collaboration between VA signatories via separate topic-specific Working Groups. Also responsible for coordinating recruitment efforts and drafting the VA language and additional materials within the VA Recruitment Package.

Measurement, Baselines, Data Collection and Reporting Working Group: Lead by ReFED, responsible for developing food waste diversion and rescue measurement and data collection methodology and protocols to implement the VA.

The Food Waste Opportunity

Between 25 and 40 percent of all food grown or imported into the U.S. and Canada for human consumption is wasted, costing consumers and businesses \$218 billion (USD) annually in the U.S. and \$49.5 billion (CAD) in Canada.¹ This amounts to 63 million tons of food waste in the U.S. and 12 million tons in Canada.² Food waste accounts for 20 percent of natural resource use, including water, land and fertilizer and contributes 8 percent of global greenhouse gas emissions. Project Drawdown,³ the most comprehensive plan ever proposed to reverse global warming, ranked food waste reduction as the third most effective solution out of 100 solutions evaluated.

In 2015, The United Nations established Sustainable Development Goal (SDG) 12.3 which called for cutting food waste in half worldwide by 2030.⁴ This common goal has been adopted across the world, including the U.S and Canada at the national level, enabling alignment among efforts to reduce food waste.

¹ The Avoidable Crisis of Food Waste, Technical Report and Roadmap, p. 5. <https://secondharvest.ca/research/the-avoidable-crisis-of-food-waste/>

² Ibid. p. 26. Conversion: 11.2 million metric tonnes = 12.4 million tons. NOTE: This is avoidable food waste, I.E. food that could have been eaten.

³ <https://www.drawdown.org/>

⁴ <https://sustainabledevelopment.un.org/sdg12>

At the Global Climate Action Summit in 2018, participating PCC Jurisdictions made a commitment to: 1) adopt the same reduction target of reducing food waste 50 percent by 2030; 2) emphasize prevention of wasted food by adopting prevention specific goals and targets; 3) set 2015 as the regional baseline to measure overall progress towards this PCC and international goal; and 4) engage with food businesses to align goals and maximize reductions through commitments, measurements and actions.

Project Goal

Engage and work with food business partners (i.e., corporate grocery chains/ stores/ manufacturers) in the Pacific Coast Region to reduce food waste by:

- 1) Publicly committing to voluntarily reduce food waste and to do their part within their individual businesses to achieve the regional goal of reducing wasted food by 50% by 2030;
- 2) Signing onto a Voluntary Agreement (VA) signifying the food business partner's plans to take actions to help achieve the regional 50 percent reduction goal;
- 3) Annually measuring and reporting food waste reduction against an individually established baseline;
- 4) Taking actions across key areas of policy, financing, business solutions and education to reduce food waste with an emphasis on prevention.

The Project Baseline year for regional and individual baselines will use 2015 metrics and data for purposes of aggregate reporting. Internal business-specific targets and goals will be tailored and established for the purposes of measuring progress. The Project is in strategic alignment with the goals and objectives of many retailers, retail suppliers and trade associations that intend to measure and reduce wasted food but may lack the expertise to make measurable progress. The Project will also aim to establish a data model for measuring greenhouse gas reductions associated with the prevention, recovery and rescue of wasted food attributed to the Voluntary Agreement.

Parties and their Primary Roles

PCC Jurisdictions: PCC Jurisdictions will be the primary funders of the Project and will oversee the work of the Resource Partners. PCC Jurisdictions will retain ultimate authority to ensure funds are used consistent with their respective contracts with the Resource Partners. The PCC Jurisdictions have primary responsibility to provide adequate funding for the project. PCC Jurisdictions will work with the Resource Partners as they implement all the phases of the project.

PCC Jurisdiction Principals will conduct the following tasks:

- Provide a minimum of one designated part-time staff per Jurisdiction to be part of the PCC Food Waste Steering Committee.
- Seek to provide funding for contracts with Cascadia and Resource Partners to implement the Project. A contract will be between the PCC jurisdiction providing the funding and Cascadia and the Resource Partners. The PCC jurisdiction providing the funding will provide the Contract Manager for that contract.

PCC Food Waste Jurisdiction Partners will conduct the following tasks:

- Advise Contract Managers regarding contract scopes of work. Each Contract Manager, however, will be responsible for overall direction to its Contractors, including approving subsequent invoices to ensure that funding from that PCC Jurisdiction is used for its authorized purpose.
- Review and provide comments to Contract Managers regarding individual work products developed under any and all contracts.
- Review bimonthly written progress report generated by Cascadia and advise Contract Managers on any suggested changes to their respective project scopes of work, the use of funds as allocated, and actions taken or proposed to respond to opportunities and challenges, as needed.
- Review measurement and project performance for potential future funding.

The PCC Food Waste Steering Committee will not exercise any regulatory authority and will, in addition to the tasks described above, focus its efforts on facilitating communication and information sharing between the jurisdictions, resource partners and business partners.

Canadian Province of British Columbia (BC):

The Canadian Province of British Columbia (BC) is a founding member of the PCC and is committed to achieving the 2030 goal of reducing food waste by 50 percent. BC will not, however, contribute funding to or work with the PCC Resource Partners as described in this MOU. Instead, BC intends to work with national and regional partners to achieve the 50 percent reduction goal in BC. BC will contribute in-kind to the Project's outcomes, including insights and results from initiatives.

The City of Vancouver, BC is in the same position as the BC province and will not be contributing funding to the PCC West Coast Regional Food Waste Reduction Project (Project). Vancouver will instead focus on existing and developing local, provincial and national opportunities to work towards the 2030 goal of reducing food waste in Vancouver by 50%. Vancouver will contribute in-kind to the Project's outcomes, including insights from local initiatives and data collected through these initiatives, the feasibility of which will need to be determined. Vancouver will review the PCC Project's progress and reconsider financial participation in early 2021.

Cascadia Policy Solutions (Cascadia): Cascadia will be the lead contractor for the Project and is ultimately responsible for project implementation. Cascadia will work closely with the PCC jurisdictions and the Resource Partners to ensure timely and effective project delivery. As a general matter, funding for the Project will move through Cascadia to the Resource Partners and Cascadia will administer sub-contracts to WWF and ReFED.

Cascadia will provide facilitation support to the Project, manage logistical and administrative tasks, and effectively engage and coordinate the PCC Food Waste Sub-Committee throughout all aspects of the Project as reflected in the MOU and corresponding work plan.

WWF: World Wildlife Fund (WWF), an international environmental advocacy organization.

Pursuant to the scope of work reflected in the sub contract, WWF will lead the effort to recruit Food Business Signatories, beginning with food retailers and brand manufacturers. WWF will lead the effort to provide technical assistance to Food Business Signatories but may request support from other Resource Partners or PCC Jurisdictions in recruiting or providing technical assistance. The level of support available will be determined by

each individual Jurisdiction. WWF's "Business Support Manager" will serve as the primary point of contact for Food Business Signatories.

As a Resource Partner, WWF is expected to assist in separate fundraising through business and philanthropic sources, to also support this initiative.

ReFED: ReFED is a North American nonprofit wholly dedicated to reducing food waste using a systems approach and economic analysis.

Pursuant to the scope of work reflected in the sub-contract, ReFED will be a sub-contractor to Cascadia. ReFED will work with the other PCC Resource Partners, the PCC Food Waste Sub-Committee and, the Food Business Signatories to establish and implement common standards for setting company specific and PCC regional baselines and for collecting and managing food waste data from Signatories to measure progress over time. ReFED will lead the methodology, baseline and data collection and storage, and the measurement, data analysis, reporting and aggregating workstream. ReFED will develop a "**Pacific Coast Regional Roadmap**" edition of its 2016 *Roadmap to Reduce U.S. Food Waste* that identifies food waste and loss opportunities specific to the region based on its policies, programs and infrastructure. ReFED will also lead the communications workstream for the Project.

As a Resource Partner, ReFED is expected to assist in separate fundraising through business and philanthropic sources, to also support this initiative.

WRAP: Is a United Kingdom based NGO focused on food waste that has developed and implemented a voluntary agreement package called the "Courtauld Commitment," which has successfully reduced food waste in the UK by 12 million tons each year beginning in 2011.

WRAP will be a sub-contractor to WWF. Pursuant to the scope of work reflected in the sub contract, WRAP will lead the effort to create a suite of VA recruitment materials, including a draft of the VA. WRAP will serve as a consultant and as a strategic and technical advisor to the VA Working Groups and to the "Business Support Manager." In this role, WRAP will: 1) provide guidance in developing and implementing food business signatory action plans, 2) disseminate new tools, guidance and best practices, 3) advise on technical support for measurement, and 4) host an annual training for Food Business Signatories.

As a Resource Partner, WRAP is expected to assist in separate fundraising through business and philanthropic sources, to also support this initiative.

Project Operating Principles

- Don't reinvent the wheel: Tie the Project to and leverage existing platforms and resources like the UN Sustainable Development Goal 12.3 Goal and Champions 2030. Where appropriate, the Project may be co-branded as a PCC regional initiative to implement Sustainable Development Goal (SDG) 12.3. Co-branding creates harmony with existing frameworks and provides a global platform for PCC leadership. Other co-branding opportunities may be identified.

- Design the Project, including activities and deliverables, to make the most effective and efficient use of resources, including Food Business Signatories' and PCC Jurisdictions' time.
- Establish a pragmatic process to make decisions and prioritize different aspects to achieve the highest efficiencies. This includes the development of Project specific internal Working Groups to help carry the Project forward and the creation of a Steering Committee to help govern the VA as well as an Executive Team responsible for making quick real-time management decisions as needed to support project implementation throughout the year. These Working Groups, the Steering Committee and the Executive Committee have no regulatory authority and will focus their efforts on facilitating communications and information sharing between the Jurisdictions, the Resource Partners and the Business Partners.
- Leverage the unique strengths of each PCC Resource Partner to best serve the PCC Jurisdiction goals.
- PCC Jurisdictions will explore- and where appropriate- implement government solutions that support their commitment to reducing food waste 50% by 2030, and establish prevention targets and sharing government led best practices with private and public partners.

Funding Agreements

This MOU creates no binding commitments for any parties and may not be enforced by any party. It creates no legally cognizable rights or remedies. It is a nonbinding commitment from each of the PCC Jurisdictions and the PCC Resource Partners to implement the Project consistent with this MOU.

All parties understand that funding for this Project will be distributed through subsequent funding agreements that must comply with applicable procurement requirements. All parties understand and agree that applicable procurement requirements in each jurisdiction will be met. For ease of streamlining contracts, and for ensuring clear accountability, Cascadia will act as lead contractor for the Project with other PCC Resource Partners acting as sub-contractors. Cascadia will coordinate the development of necessary funding application materials, including, if required, responses to Requests for Proposals, Requests for Qualifications and other required competitive bidding documents. Subsequent funding agreements will include detailed scopes of work and budgets with a level of clarity and detail needed to meet jurisdictional contracting requirements.

All obligations on Cascadia and the other PCC Resource Partners are contingent on funding being provided by the PCC Jurisdictions. If such funding is not made available, in part or in full, the parties shall meet to adjust the work to be performed and scheduled deadlines to appropriately reflect reduced funding levels. Funding contributions are voluntary and are not conditional on reciprocal contributions from other jurisdictions, and each jurisdiction retains full discretion over use of funds that they contribute.

Additionally, the PCC Jurisdictions may assist in 1) fundraising through business and philanthropic sources, or by 2) providing direct or in-kind support for all phases of the Project as defined in the MOU, as resources and circumstances allow.

In soliciting philanthropic grants, the PCC Resource Partners will collaborate through Cascadia to submit proposals and receive funding for the Project.

Progress Reports

Every month beginning in February 2020, Cascadia will organize telephonic conferences with the PCC Food Waste Steering Committee. The Steering Committee will govern and implement the overall Project. These calls will provide an opportunity for PCC Resource Partners to provide verbal updates based on their activities and assignments and progress achieved through working groups. Steering Committee members will be available to ask questions, provide input and suggestions, and assist in trouble shooting challenges and responding to opportunities as they arise throughout the year.

Every two months beginning in February 2020, Cascadia will compile a written progress report including a description of deliverables from PCC Resource Partners to the PCC Jurisdictions. The report will provide an overview of progress towards key Project benchmarks, the use of funds as allocated, significant opportunities and challenges, and actions taken or proposed to respond to those. These reports will include summaries of major accomplishments during the two-month period and confirm how funds were used to support the assigned workstream activities and deliverables. Written reports will likely accompany invoices that will be issued to Project funders.

An **Executive Team** will be formed, consisting of a lead representative from Cascadia, who will chair the Executive Team, representatives from WWF and ReFED, and three (3) representatives from PCC Food Waste Jurisdictions. The Executive team will hold calls as needed and will be responsible for making quick real-time management decisions as needed to support Project implementation throughout the year. Calls will be joined by the WWF “Business Support Manager” and a representative from WRAP, as needed. The Executive Team will serve for one calendar year beginning in 2020. Its composition and function will be reassessed at the end of 2020.

As the lead contractor, Cascadia will be the primary point of contact for PCC Jurisdictions. If work is not completed in a timely and adequate fashion, Cascadia will contact the responsible PCC Resource Partner and request an explanation. If the explanation is inadequate, Cascadia will bring the responsible PCC Resource Partner into a Steering Committee or Executive Team meeting where the performance issue will be discussed, and appropriate remedial actions identified. In the event the performance issues are not adequately resolved, Cascadia may, with the concurrence of the majority of PCC Jurisdictions, withhold funding from the responsible party and/or terminate the role of the responsible party in implementing the Project, consistent with the terms of subsequent funding agreements.

This text does not preclude additional accountability language that may be included in subsequent funding agreements between a participating jurisdiction partner and Cascadia Policy Solutions and the Resource Partners that may be signed to support implementation of the Project.

Term of MOU and Subsequent Phases

The MOU will take effect when it is signed by all parties and will terminate on December 31, 2022. If the parties decide to extend the MOU, it will be amended as appropriate to reflect the new phase of work along with an updated corresponding work plan and budget.

Amendments/ Termination

The MOU may be amended at any time in writing during the term of the MOU upon mutual agreement of the parties. All amendments must be in writing. All parties reserve the right to withdraw from this MOU upon sixty (60)

calendar days' written notice to all other parties. All parties will strive to provide sixty (60) days written notice prior to withdrawal.

Several jurisdictions have expressed interest in joining the project. If the parties agree to add jurisdictions, the new jurisdiction(s) will join the Food Waste Reduction Project and the MOU by signing an addendum by which the jurisdiction commits to complying with the terms of this MOU and joining the project subject to the same terms and conditions as all other participating jurisdictions. This process will not require original signatories to re-sign the MOU.

Additional Provisions

Nothing herein creates legally binding enforceable obligations or commitments and no party may take action to enforce the MOU's terms. The MOU does not create any legally binding rights or obligations and creates no legally cognizable or enforceable rights or remedies, legal or equitable, in any forum whatsoever. Nothing herein creates a legally binding or enforceable obligation to provide public or private funding for Project design or implementation. In addition, nothing herein delegates any legislative or regulatory authority.

The parties acknowledge that no part of this MOU is intended to or obligates any party to violate local, state, provincial, federal, or international law; and acknowledge that if any part, term, or provision of this MOU shall be held void, illegal, unenforceable, or in conflict with any local, state, provincial, federal, or international law, the validity of the remaining portions shall not be affected thereby.

This MOU contains the entire agreement between the parties hereto.

This MOU is executed by all parties as of the dates set forth below.

PCC JURISDICTIONS

State of California

Name

Title

Date

State of Washington

Name

State of Oregon

Name

Title

Date

Canadian Province of British Columbia

Name

Title

Date

City of San Francisco

Name

Title

Date

City of Los Angeles

Name

Title

Date

City of Seattle

Name

Title

Date

Title

Date

City of Oakland

Name

Title

Date

City of Portland

Name

Title

Date

City of Vancouver, British Columbia

Name

Title

Date

Primary Contractor and PCC RESOURCE PARTNER

Cascadia Policy Solutions

Name

Title

Date

WRAP

Name

Title

Date

World Wildlife Fund

Name

Title

Date

ReFED

Name

Title

Date