

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE UNITED STATES POSTAL SERVICE  
AND THE UNITED STATES DEPARTMENT OF DEFENSE**

***USPS Federal Trade In and Recycling Program***

1. PREAMBLE. This Memorandum of Understanding (MOU) is between the U.S. Department of the Defense (DoD), identified as Federal Agency Customer (Federal Agency Customer) in this MOU, and the United States Postal Service (Postal Service), an independent establishment of the executive branch of the Government of the United States. 39 USC § 201.
2. AUTHORITY. The activities and duties by the Federal Agency Customer are authorized pursuant to the DoD and Executive Order 13514, *Federal Leadership in Environmental, Energy and Economic Performance* (2009). The activities and duties performed under this MOU by the Postal Service are authorized by 39 U.S.C. § 411 and 39 CFR § 259.1.
3. PURPOSE AND SCOPE. This MOU outlines the duties of the parties in connection with the Trade-in and Recycling Program (the "Program"). The Postal Service is offering the Program to Federal Agency Customers, as outlined in Exhibit A, based upon the existing Trade-in and Recycling Program Agreement (Recycling Agreement) with Clover Technologies Group, LLC (Clover or CORE), or any successor agreement dealing with similar recycling matters entered into by the Postal Service.
4. The Federal Agency Customer is authorized (1) to offer the ability to recycle agency assets through Clover (or any successor) in compliance with current agency policy, and (2) to offer to its employees and others, as mutually agreed upon by the parties, the ability to directly participate in the Program established between the Postal Service and Clover or any successor entity dealing with similar recycling matters for the employees personally owned assets.
5. INTELLECTUAL PROPERTY RIGHTS. To the extent that the Federal Agency Customer seeks to use either Clover's (or its successor's) or the Postal Service's intellectual property in connection with the Program, separate agreement between the Federal Agency Customer and Clover (or any successor entity) or the Postal Service, as applicable, shall be established.
6. ADDITIONAL APPLICABLE LAWS. Each party agrees to comply with

the provisions of the Privacy Act, 5 U.S.C. 552a, and the Freedom of Information Act, 5 U.S.C. 552, and the applicable regulations promulgated under each statute. Both parties further agree to safeguard any data containing personal identification information in accordance with their respective privacy and security standards. It is not presently anticipated that the Federal Agency Customer will obtain such data in connection herewith.

7. **RESPONSIBILITIES OF THE POSTAL SERVICE.** The Postal Service will make available for the Federal Agency Customer and for the use of employees of the Federal Agency Customer, or others as the parties deem appropriate, to participate in the Program listed in Exhibit A.
8. **RESPONSIBILITIES OF THE FEDERAL AGENCY.** The Federal Agency Customer is authorized (1) to recycle agency assets through Clover (or its successor) in compliance with current agency policy, and (2) to offer the ability to its employees and to others, as the parties deem appropriate, to participate in the Program for the employees personal assets. Current agency policy is that Government assets issued to the Federal Agency Customer must be turned in to Defense Logistics Agency Disposition Services.
9. **FINANCIAL.** Since this is an arrangement whereby the Federal Agency Customer is merely accessing the Recycling Agreement between the Postal Service and Clover, there is no financial responsibility by the Federal Agency Customer to the Postal Service or to Clover (or a successor) for taking advantage of the Recycling Agreement. This MOU is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures. This instrument does not establish authority for noncompetitive award of any contract.
10. **POINTS OF CONTACT.**

**For the Postal Service:**

Ron Kecman  
Strategic Account Manager  
United States Postal Service  
44715 Prentice Drive Room 255  
Dulles VA 20101-9998  
Email: [ronald.n.kecman@usps.gov](mailto:ronald.n.kecman@usps.gov)

with a copy to:  
Walter C. Alesevich, Esq.  
United States Postal Service  
475 L'Enfant Plaza, S.W.  
Washington, DC 20260-1135

**For the Federal Agency Customer:**

David J. Asiello  
Office of the Deputy Under Secretary of Defense  
Installations & Environment  
Email: david.j.asiello.civ@mail.mil

**11. MISCELLANEOUS.**

a. Additional Agreements:

- i. This MOU in no way restricts the Federal Agency Customer from participating in similar activities or arrangements with other public or private agencies and/or organizations.
- ii. The Postal Service shall consult with the Federal Agency Customer prior to issuance with respect to press releases, published advertisements, or other statements intended for the public that refer to this MOU; no such statements can be released without such prior consultation. The Postal Service shall consult with the Federal Agency Customer regarding the use, reproduction, or redistribution of the Federal Agency Customer trademarks and logos.
- iii. In carrying out the terms of this MOU, there shall be no discrimination against any person because of age, race, creed, color, physical ability, national origin, or sexual orientation.

- a. Representation And Warranty; Limitation of Liability: The Postal Service makes no representation or warranty as to the accuracy of the information received from Clover, or as to its fitness for a particular purpose. Neither Party shall be liable to the other for losses or damages of any kind, whether direct or indirect, special, consequential or otherwise, arising under or related to this MOU, except that the Federal Agency Customer shall hold harmless the Postal Service, its officers, employees, representatives, agents and members of the Board of Governors from and against any and all claims, demands, causes of action, liability, loss, damages, judgments and expenses (including reasonable attorney fees, court costs and amounts paid in settlement) when and as incurred in connection with any third party claim or cause of action resulting

from or related to the activities of the Federal Agency Customer (and its employees) as applicable, concerning the Recycling Agreement, including any claims relating in intellectual property rights.

- b. Third Parties: This MOU creates no rights, obligations, or claims between third parties and the Federal Agency Customer (and its employees) and the Postal Service.
- c. Implementation: This MOU shall be implemented upon signing by duly authorized officials representing the Postal Service and the Federal Agency Customer.
- d. Term/Duration: This MOU will terminate thirty (30) calendar days after written notice of termination is provided by either party to the other at the contact address provided herein. Notwithstanding the foregoing, any trade-in and recycling activities pursuant to the Recycling Agreement initiated by the Federal Agency Customer and employees of the Federal Agency Customer prior to termination are permitted to be completed. Indeed, each party agrees to cooperate, for a period of ninety (90) days, in the prompt, orderly and efficient conclusion of the employees' trade-in and recycling activities, including completing any in process Trade-in activities, pursuant to the Recycling Agreement. Notwithstanding the foregoing, this MOU is subject to any legislation affecting the Postal Service that might be enacted by the Congress of the United States or any orders or regulations affecting the Postal Service that might be promulgated by any agency, branch, or independent establishment of the United States Government. In the event that the Postal Service is required by legislation enacted by the Congress of the United States or any order or regulations that might be promulgated by any branch, agency, or independent establishment of the United States Government to terminate this MOU or the Recycling Agreement, or otherwise as a result of such action is unable to perform its obligation under this MOU, the Postal Service may give notice of termination pursuant to this Section, which termination shall be effective immediately or on such date as the Postal Service shall designate. The parties agree that in the event that this MOU is terminated as set forth in the preceding sentence, or in the event that the Postal Service is enjoined from proceeding with this MOU, the Postal Service shall not be subject to any liability to the other party under this MOU or otherwise by reason of such termination or injunction.
- e. Modification of MOU: This MOU may be modified at any time by mutual agreement between the Federal Agency Customer and the Postal Service. Any amendment to this MOU must be in writing and must be executed either by the signatories to this MOU or by the Federal Agency Customer and Postal Service duly authorized officials at the same level as the signatories.

- f. Dispute Resolution: All disputes arising from the application of the terms of the MOU shall be handled at the lowest possible level at each party. Should disputes not be resolved at the initial level, the areas of disagreement will be reduced to writing by each party, and presented to the authorized officials at both parties for resolution. If settlement cannot be reached at this level, the disagreement will be raised to the next level in accordance with each party's procedures for final resolution. Disputes shall not be referred to any third party for resolution.
- h. Examination of Records: To ensure that the Federal Agency Customer is complying with the MOU, and is engaging in recycling activities in accordance with Exhibit A, the Postal Service may, until three (3) years after final payment, examine directly pertinent books, documents, papers or other records of the Federal Agency Customer involving transactions that implement this MOU pursuant to a governmental, judicial, or administrative order, subpoena, discovery request or regulatory request.
- i. Entire Agreement: This MOU supersedes any prior agreements, oral or written, between the parties relating to the subject matter of this MOU.
- j. Effective Date: The Effective Date of this MOU will be the latest date appearing by the signatures below.

Each party has caused a duly authorized representative to sign on its behalf

**U.S. DEPARTMENT OF DEFENSE**



John Conger  
Acting Deputy Under Secretary of Defense  
(Installations & Environment)

Date: 7/23/2014

**UNITED STATES POSTAL SERVICE**



Cliff Rucker  
Vice President, Sales  
United States Postal Service

Date: 8/1/14

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- h. Examination of Records: To ensure that the Federal Agency Customer is complying with the MOU, and is engaging in recycling activities in accordance with Exhibit A, the Postal Service may, until three (3) years after final payment, examine directly pertinent books, documents, papers or other records of the Federal Agency Customer involving transactions that implement this MOU pursuant to a governmental, judicial, or administrative order, subpoena, discovery request or regulatory request.
- i. Entire Agreement: This MOU supersedes any prior agreements, oral or written, between the parties relating to the subject matter of this MOU.
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United States Postal Service

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## EXHIBIT A

### United States Postal Service Federal Trade In and Recycling Program

- The Postal Service is assisting U.S. Federal Agencies to be more green by allowing the customer agencies and their employees to recycle qualified end of life products free of charge. The Postal Service-designated recycler receives residual value in these products and, as such, by agreement will fund the transportation cost via US Mail from the Federal Agencies location to the certified recycler's destination.
- The program is divided into two categories;
  1. A recycling program for Federal Agencies on a national level for official equipment, such as ink jet, toner cartridges and small electronics shipped via the Postal Service from a government location.
  2. A recycling program for employees of the signatory Federal Agency for disposal of their personal property, such as ink jet, toner cartridges and small electronics shipped via the Postal Service from the employee's home.
- In each of the two categories described above, the Federal Agency Employee will access a customized web site for either agency use or personal use, input the required information, print a label, seal the items in a non descript box provided by the agency or employee and provide to the US Mail carrier through current standard mailing procedures.
- Two secure web sites will be provided for access to the program to process the designated end of life products.
  1. For official equipment only
  2. For employee's personal equipment only
- Reports generated from these web sites will be managed by the Federal Agency Customer through administrative rights designated by the federal agency.
- The Federal Agency Customer understands and agrees that no monies will be paid to its agency for any end of life products.
- Federal Agency Employees sending personal equipment from their home may be entitled to payment of specific electronics, as indicated on the designated employee web site.

- The Postal Service agrees to provide a tracking mechanism, such as the Intelligent Mail Barcode, to monitor shipments.
- The Federal Agency Customer needs to provide any specific security requirements to the Postal Service so it may be incorporated into the program to include but not limited to the web site dashboard, processing of personal electronics, large shipments etc.
- The Postal Service agrees when notified in a timely manner to enlist the services of the United States Postal Inspection Service for monitoring of highly valuable large single shipments such as personal computers to its delivery destination.
- The Postal Service's recycler data destruction standards are described in Exhibit B. The Federal Agency Customer is responsible for ensuring that any proprietary data, software, and protected health information has been removed from any equipment prior to transportation except where agreed upon in writing.
- To the extent that the activities under the Recycling Agreement are marketed by a particular signatory Federal Agency, the Federal Agency Customer agrees to provide resources at its own expense to market the program internally to ensure success of the program on a national level.



**Agency Benefits:**

- No Costs: Implementing this program on a national level is without cost assessed by the Postal Service to signatory Federal Agencies
- Visibility
  - The signatory Federal Agency Customer will receive reports, in a format to be mutually agreed upon between the Postal Service and the Federal Agency Customer, from Clover describing all recycled or reused items that can be leveraged to meet EO 13514.
- Compliance: The program is certified to the R-2 and e-Stewards standards.
- The intention is that the federal program comply with all government executive orders and regulations including GSA Bulletin B-34.
- Simplified Recycling Process
  - Easy to navigate web site
  - Use any computer and printer
  - Convenient pick up or drop off
    - Use any mailbox or postal drop box
    - Can be sent with your mail
- Can be a supplement to your current recycling program
- Use by any size office across the country
- Secure shipping process

**End of life Products which Qualify under the  
USPS Federal Trade In and Recycling Program**

- **The following list of items that qualify under the federal recycling program (small electronic equipment weighing less than 20 pounds)**
  - Cell phones (smart phones and flip phones)
  - Cell phones accessories
  - Laptops, Notebooks
  - Cameras, Camcorders, Camera Equipment
  - Media, Games and Game Systems
  - Tablets, Readers
  - GPS Devices
  - MP3 players
  - DVD/BluRay players
  - Ink jet cartridges
  - Toner cartridges
- Additional items may be added or deleted to the above list when mutually agreed upon in writing as an addendum to this MOU.

## **EXHIBIT B**

### **Clover Technologies Data Destruction Standards – Hard Drives**

Consistent with the data sanitization standards of the Department of Defense, DOD Standard 5220.22-M, and with the aid of DOD approved software for data clearing, CORE and/or its subcontractors will utilize the following process methods:

- a. Drive Sanitization Utility:
  - 1. Triple pass overwrites characters across the drive platters
  - 2. First Pass writes initial character
  - 3. Second Pass writes complementary character
  - 4. Third Pass writes random character
  - 5. Data is rendered irretrievable by standard recovery methods
  - 6. Allows multiple passes
  - 7. No drive/partition size limitation
  - 8. Useable on all IDE/SCSI drives
- b. Destruction/Shredding
  - 1. If the storage medium is unable to be processed via software destruction, it is physically destroyed.
  - 2. All such storage mediums will be immediately placed in a secure lock box and transported for shredding.
  - 3. Equipment is physically shredded and/or smelted at our Electronic Equipment Recycling Company
  - 4. Compliant with DOD Standards for Classified Material.

### **Clover Technologies Destruction/Data Security – Phones, Camera Equipment and Other Media**

Consistent with the data sanitization, purging, or destruction practices described in the NIST Guidelines for Media Sanitation: Special Publication 800-88, and with the aid of manufacturer approved data clearing software when applicable, CORE and/or its subcontractors will utilize the following process methods:

- a. Digital Camera/Camcorder Memory Cards – An all in one reader should be used to remove any user data from flash or memory cards and format them to factory default settings.

- b. Camcorder Tapes (Any type or size) – All tape-based media should have the exterior case crushed, and the internal tape severed before being scrapped.
- c. DVD or CD Media – All DVD or CD media (rewritable or non rewritable) should be cracked in half before being scrapped
- d. Embedded memory devices –Software specific to the correct unit should be used to sync the unit and use the reset function to remove any user data and restore them to factory default settings.
- e. Smartphones/PDAs/Cell Phones – delete all memory files such as email, photo files, calls made, contact lists, downloads, etc., remove and destroy all media SD cards and sim cards per section 2:2 above, then, select the internal “hard reset” function to reset these units to original factory default settings and test to verify full deletion.
- f. All devices should be tested to verify the data clearing was successful. Any equipment that does not pass data clearing shall be coded as defective and scheduled to be scrapped.