MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED NATIONS ENVIRONMENT PROGRAMME
AND
THE ENVIRONMENTAL PROTECTION AGENCY
OF THE UNITED STATES OF AMERICA

WHEREAS the United Nations Environment Programme (hereinafter referred to as UNEP) is the leading organization within the United Nations system in the field of environment;

WHEREAS the mission of the Environmental Protection Agency of the United States of America (hereinafter referred to as EPA) is to protect human health and the environment within the United States and EPA may, consistent with applicable law, cooperate with other nations and organizations to protect the environment globally;

WHEREAS UNEP and EPA (hereinafter collectively referred to as the "Participants") share common goals and objectives with regard to the protection, conservation, enhancement and support of the environment and wish to continue to collaborate to further these common goals and objectives within their respective mandates;

WHEREAS the Participants intend this Memorandum of Understanding (hereinafter referred to as the "Memorandum") to consolidate, further develop and intensify their cooperation and their effectiveness to achieve their common goals and objectives in the field of the environment;

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NOW THEREFORE, UNEP AND EPA INTEND TO COOPERATE UNDER THIS MEMORANDUM AS FOLLOWS:

Section 1: Purpose

The purpose of this Memorandum is to provide a framework through which the Participants may continue to cooperate in undertaking specific activities which contribute to the protection of human health and the environment, and through which they may intensify such cooperation.

Section 2: Scope

1. Cooperative activities engaged in pursuant to this Memorandum may involve collaboration in the following areas, among others, as further elaborated by the Participants in accordance with this Memorandum:

    a. **Strengthening Environmental Laws, Institutional Capacity, and National Governance** – Participants intend to build on existing cooperation to enhance institutional capacity for environmental protection and management through collaborative activities that support the development, implementation, enforcement, and periodic review of environmental laws and regulatory instruments.

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b. **Creating Healthy Communities** – Participants intend to build on existing cooperation to promote the protection of children and empowerment of vulnerable communities through collaborative activities that encourage reductions in exposures to toxic substances, adaptation to climate change, air quality monitoring, and adoption of sustainable urban development measures.

c. **Transitioning to a Green Economy** – Participants intend to build on existing cooperation to promote initiatives for advancing towards green economies and resource efficient societies through collaborative activities to promote and support sustainable consumption and production and sustainable materials management using a life cycle perspective.

d. **Responding to Global Challenges** – Participants intend to build on existing cooperation to promote short- and long-term strategies to: mitigate greenhouse gas emissions; improve air quality; reduce climate forcers; reduce food waste; improve water quality and access to clean water; protect the ocean and marine environments; support adaptation and resilience to climate change; reduce household energy use and promote energy-efficiency in buildings; and promote sustainable urban development.

e. **Providing Scientific Leadership** – Participants intend to build on existing cooperation to monitor environmental pollution, conduct environmental assessments, develop sustainable models and standards, and promote capacity building and development of environmental reporting and observation systems.

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2. The areas of cooperation specified above form part of UNEP's mandate and program of work, which has been approved by UNEP's Environment Assembly (UNEA). They are also priorities for EPA under Section 102(2)(F) of the National Environmental Policy Act, 42 U.S.C. § 4332(2)(F); Section 103(a) of the Clean Air Act, 42 U.S.C. § 7403(a); Section 8001(a) of the Solid Waste Disposal Act, 42 U.S.C. § 6981(a); Section 1442(a) of the Safe Drinking Water Act, 42 U.S.C. § 300j-1; Section 10(a) of the Toxic Substances Control Act, 15 U.S.C. § 2609(a); and Sections 17(d) and 20(a) of the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§ 1360(d) and 136r(a). Some activities under the above-mentioned areas of cooperation are already ongoing between the Participants and may or may not be in need of additional support, whereas other activities in these areas may be new.

3. These areas of cooperation are not intended to be an exhaustive list and should not be taken to exclude or replace other areas of cooperation between the Participants on other issues of common interest.

Section 3: Forms of Cooperation

Cooperation pursuant to this Memorandum may take the following forms, consistent with each Participant's mandate:

- symposia, seminars, workshops and training;
- study tours, exchanges, and training programs;

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- development of technical and informational materials;
- collaborative research and demonstration projects;
- collaborative development of scientific publications;
- cooperative research on subjects of mutual interest;
- information exchange;
- needs assessments;
- temporary assignments of personnel from one Participant to another; and
- other forms of cooperation as may be determined jointly by the Participants in accordance with this Memorandum.

Section 4: Management

1. Each Participant expects to designate a Senior Coordinator to serve as the focal point for its cooperation under this Memorandum.

2. For UNEP the Senior Coordinator is to be the Director and Regional Representative, UNEP Regional Office for North America; for EPA, the Senior Coordinator is to be the Assistant Administrator for International and Tribal Affairs.

3. Each Participant may designate a replacement Senior Coordinator at any time upon written notice to the other Participant.

4. The Senior Coordinators should consult to resolve amicably any dispute arising out of or in connection with this Memorandum.

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Section 5: Organization of Work

1. The Participants intend to hold regular joint meetings on matters of common interest, with a view to developing, implementing and monitoring their collaborative activities in areas of cooperation under this Memorandum. The Participants intend for such meetings to take place at least once every six months in accordance with an agenda approved by them in advance of each meeting.

2. Additional joint meetings at the expert level are to be encouraged and set up on an ad hoc basis as deemed necessary by the Participants.

3. The Participants intend to develop, as needed, detailed work plans according to the areas and forms of cooperation as set forth in the Memorandum, including key activities and outputs of cooperative projects, scheduling, budget and organizational arrangements.

4. The Participants may, as appropriate and where mutually acceptable, use the services of other institutions, such as universities and governmental and nongovernmental organizations, to develop and conduct activities under this Memorandum.

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5. Where one Participant is organizing a meeting with external participation at which policy matters related to the aims of this Memorandum will be discussed, that Participant should consider, where appropriate, inviting the other Participant to the meeting.

6. Implementation of activities pursuant to this Memorandum may necessitate the execution of subsequent legal instruments between and within the authority of the Participants.

Section 6: Funds, Personnel and Other Resources

1. Each Participant is to bear its own costs of its participation under this Memorandum.

2. The ability of each Participant to carry out any activity under this Memorandum is contingent upon the availability of appropriated funds and other resources.

3. Some of the activities under the Memorandum may, through appropriate funding mechanisms, involve a transfer of funds by or through one or both of the Participants or the use of funds from other organizations.

4. Neither Participant is to engage in fundraising with third parties for activities to be carried out within the framework of this Memorandum in the name of or on behalf of the other Participant.

5. Each Participant is to be solely responsible for the salaries, wages, insurance and benefits of its own employees, personnel, representatives, agents, contractors, or other affiliates engaged by the Participant to carry out any project or activities pursuant to this Memorandum.

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Section 7: Acknowledgements and Use of Institutional Emblems

1. The Participants intend to have public acknowledgement of the role and contribution of each Participant in all public-information documents related to cooperative projects and activities pursuant to this Memorandum.

2. The Participants intend to communicate regarding the policies of each Participant concerning use of the emblem, logo, official seal, identifier, or symbols of each Participant in documentation related to cooperation, and expect that such policies will be respected.

3. The participants expect that neither Participant will use the emblem, logo, official seal, identifier, symbols or trademarks of the other Participant, its subsidiaries, affiliates, and/or authorized agents in publications and documents produced by the Participants, without the express prior written approval of the other Participant in each instance.

4. In no event does either Participant intend to authorize use of the UNEP emblem or the EPA seal, identifier, or symbols for commercial purposes.

Section 8: General Considerations

1. All activities engaged in by UNEP pursuant to this Memorandum are to be done in

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accordance with its mandate as provided by the governing rules and regulations of UNEP. All activities engaged in by EPA pursuant to this Memorandum are subject to applicable laws and regulations of the United States of America.

2. This Memorandum, a voluntary arrangement that expresses the good faith intentions of the Participants, is not intended to be legally binding, does not create any contractual obligations, and is not enforceable by any party. It does not create any right or benefit, substantive or procedural, enforceable by law or equity, by persons who are not party to this arrangement, against the Participants, their officers or employees, or any other person. This Memorandum does not direct or apply to any person outside of the Participants.

   All commitments made by EPA in this Memorandum are subject to the availability of resources as appropriate. Nothing in this Memorandum, 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 respective Agency budget priorities. UNEP does not intend to submit a claim for compensation for services rendered to EPA in connection with any activities it carries out in furtherance of this Memorandum. Any transaction involving reimbursement or contribution of funds between the parties to this Memorandum will be handled in accordance with applicable laws, regulations, and procedures under separate written arrangements or agreements.

3. Nothing in this Memorandum is intended as a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

4. Nothing in this Memorandum should be understood to prejudice other existing or future arrangements between the Participants or between any agency of the government of the United States of America and any international organization.

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Section 9: Annexes

1. The Participants may jointly develop additional Annexes to the Memorandum to further elaborate their cooperation.

Section 10: Modification

The Participants intend that any modifications to this Memorandum will be made in writing after joint consultation.

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Section 11: Duration

1. Activities under this Memorandum will commence on the last date of signature of the duly authorized representatives and subject to Section 8, are intended to continue for a period of five years from that date. The Participants may at any time review and decide to continue their cooperation.

2. The Participants intend to give each other advance notice of their intent to cease cooperation under this Memorandum. They should consult at least thirty days in advance of ceasing cooperation to determine the effect that ceasing cooperation may have on any activities in progress under this Memorandum.

SIGNED:

For the United Nations Environment Programme

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Erik Solheim
Under-Secretary-General of the United Nations and Executive Director UNEP

Date: _____

For the Environmental Protection Agency of the United States of America

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Gina McCarthy
Administrator of EPA

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Date: _____

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