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 the EPA) is to protect human health and the environment within the United States and the EPA may, consistent with applicable law, cooperate with other nations and organizations to protect the environment globally;

WHEREAS UNEP and the 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;

THE PARTICIPANTS 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 implementation of the 2030 Agenda for Sustainable Development, including the Sustainable Development Goals, 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, National Institutional Capacity and National Governance** – Participants intend to build on existing cooperation to enhance countries' 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, including effective implementation of relevant multilateral environmental agreements such as the Minamata Convention on Mercury.

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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 education and collaborative activities that encourage reductions in exposures to toxic substances, in particular lead-based paint and mercury; adaptation to climate change; monitoring and communication regarding air and water quality; and adoption of sustainable urban development measures.

c. **Transitioning to a Green Economy –** Participants intend to build on existing cooperation to promote initiatives, such as the 10-Year Framework of Programmes (10YFP), for advancing toward green economies and resource-efficient societies through collaborative activities to promote and support sustainable consumption and production; improve waste and nutrient management, considering circular economy approaches to promote and support sustainable materials management; and advance the use of life-cycle thinking.

d. **Responding to Climate Change and Global Challenges** – Participants intend to cooperate on responses to climate change, including mitigating greenhouse-gas emissions; reducing short-lived climate forcers; reducing food waste; addressing climate change impacts and supporting adaptation and resilience to climate change; and reducing energy use and promoting energy efficiency as well as respond to other global challenges by improving access to clean water and sanitation; protecting the ocean and marine environments, including through reducing marine plastic litter; and promoting 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.

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).

3. The EPA enters into this Memorandum pursuant to 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).

4. 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. 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.

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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;
- development of technical and informational materials, including analytical tools;
- 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 the 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.

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.

ED_002065_00004299-00003

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.

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.

Section 7: Acknowledgments and Use of Institutional Emblems

1. The Participants intend to have public acknowledgment 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.

ED_002065_00004299-00004

Section 8: General Considerations

1. All activities engaged in by UNEP pursuant to this Memorandum are to be done in accordance with its mandate and legal framework. All activities engaged in by the 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 legally binding and does not give rise to any rights or obligations under domestic or international law. 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 the Participants in this Memorandum are subject to the availability of resources as appropriate. Nothing in this Memorandum, in and of itself, obligates the Participants to expend appropriations or to enter into any contract, assistance agreement, interagency agreement or incur other financial obligations that would be inconsistent with their respective budget priorities. The Participants do not intend to submit a claim for compensation for services rendered to each other in connection with any activities they carry out in furtherance of this Memorandum. Any transaction involving disbursement, reimbursement or contribution of funds between the Participants to this Memorandum will be handled in accordance with applicable laws, regulations, rules 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.

Section 9: Annexes

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

Section 10: Modification

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

Section 11: Duration

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

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2. The Participants intend to give each other advance notice of their intent to cease cooperation under this Memorandum. They should consult at least 30 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

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

Date: 16 09 16

For the Environmental Protection Agency of the United States of America

Gina McCarthy
Administrator

Date: Sept 16, 2016

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