MEMORANDUM OF UNDERSTANDING

BETWEEN

THE ENVIRONMENTAL PROTECTION AGENCY OF THE UNITED STATES OF AMERICA

AND

THE DEPARTMENT OF CLIMATE CHANGE, ENERGY, THE ENVIRONMENT AND WATER OF THE GOVERNMENT OF AUSTRALIA

ON

ENVIRONMENTAL COOPERATION

The Department of Climate Change, Energy, the Environment and Water of the Government of Australia ("DCCEEW") and the Environmental Protection Agency of the United States of America ("EPA") (hereinafter referred to collectively as "the Participants" and individually as a "Participant"):

ACKNOWLEDGING the serious human health and environmental risks associated with climate change and the environmental benefits that can derive from effectively addressing climate change, including through implementation of the Paris Agreement;

RECOGNIZING the adverse impacts of climate change and environmental degradation are felt most acutely by those segments of national populations that are already in vulnerable situations including Indigenous and First Nations peoples and low-income and minority communities;

NOTING the Agreement on Scientific and Technical Cooperation between the Government of Australia and the Government of the United States of America (S&T Agreement), signed in Washington, D.C. on 29 November 2016;

NOTING the Climate, Critical Minerals and Clean Energy Transformation Compact, establishing climate and clean energy as one of the central pillars of the Australia-United States Alliance, announced on 20 May 2023;

DESIRING to strengthen environmental cooperation that is of mutual interest and benefit to the Participants, on the basis of equality;

FURTHER DESIRING to build on and benefit from the existing strong relationship between the two governments, based on a foundation of similar environmental protection values and goals;

Have reached the following understandings:

Section 1
OBJECTIVE

The objective of this Memorandum of Understanding ("MOU") is to promote bilateral cooperation between the Participants for mutual benefit, including through capacity building and exchange of information, in the fields of environmental protection, including for purposes of protecting human health, and advancing the Participants' respective sustainability objectives.

Section 2
FRAMEWORK

Cooperative activities under the MOU are intended to be conducted in accordance with the applicable laws and regulations of the Participants' respective jurisdictions.

Section 3
AREAS OF COOPERATION

This MOU envisions two categories of cooperation. Initially, the Participants intend for cooperation to focus on Australia's objective of creating a new national environmental protection agency. Subsequently, cooperation is intended to expand to sharing information and knowledge on a range of areas of mutual interest. Specific areas of cooperation are intended to be mutually determined by the Participants at appropriate intervals and may include such areas of mutual interest as:

1) Exchange of advice and insights in the process of Australia establishing a new national environmental protection agency;

2) Development and implementation of environmental laws and regulations;

3) Enforcement, compliance assurance, and associated regulatory activities regarding environmental law;

4) Climate change including mitigation and adaptation;

5) Circular economy and sustainable materials management approaches including waste reduction and prevention, product stewardship, and management of hazardous waste;

6) Approaches to protecting human health and the environment including connections to agricultural practices;

7) Collaboration on areas including air quality, water management (water quality and reuse), environmental contaminants, and risk assessment;

8) Information exchange on approaches such as market-based mechanisms and investments;

9) Cooperation, engagement, and partnerships with Indigenous and Fist Nations peoples, including U.S. federally recognized Tribes and Australian Aboriginal and Torres Strait Islander people;

10) Sharing of perspectives and practices on domestic environmental governance, including environmental justice in a manner consistent with the respective national laws of the Participants' jurisdictions;

11) Using sound science, technology, data, and research as the foundation for actions and policies; and

12) Other areas as mutually determined by the Participants.

Section 4
FORMS OF COOPERATION

The Participants intend to cooperate at the technical level, including by exchanging information and experiences, where resources are available. The Participants may cooperate bilaterally and, where appropriate, on a regional or multilateral basis. Cooperation under this MOU may include but is not limited to:

1) Transfer or exchange of technical and governance information in the field of environmental protection;

2) Joint organization of symposiums, seminars, workshops, information exchanges, and technical exchanges;

3) Joint consultation;

4) Study tours;

5) Joint publications;

6) Joint projects or research to demonstrate environmental management approaches; and

7) Other forms of cooperation as mutually determined by the Participants.

Section 5
IMPLEMENTATION

1. The Participants intend to establish periodic workplans to implement specific cooperative activities under this MOU. Each Participant intends to designate a principal representative who, at such times as the participants mutually determine, can meet to review the activities under this MOU and develop proposals for future activities, as appropriate.

2. Senior officials of each Participant intend to participate in dialogues periodically on strategic issues to strengthen environmental cooperation and monitor, review, and evaluate progress of implementation of this MOU.

3. The Participants may encourage and facilitate the engagement and participation of relevant stakeholders, such as research organizations, universities, industries, other government agencies, Indigenous and First Nations peoples, and local communities, in cooperative activities under this MOU.

Section 6
FUNDING

1. This MOU does not impose financial obligations on either Participant to the other Participant. Without prejudice to any separate written arrangement or unless otherwise mutually determined in writing by the Participants, each Participant intends to bear its own expenses and costs incurred in connection with the signing and implementation of this MOU.

2. Each Participant waives any claim for compensation for any services rendered to the other Participant in connection with any activities it carries out in furtherance of this MOU.

3. The Participants also understand that collaboration under this MOU does not represent a commitment of personnel or other resources.

Section 7
CONFIDENTIALITY AND INTELLECTUAL PROPERTY

1. Subject to paragraph 2 below, the protection and use of any intellectual property created or furnished in the course of cooperative activities under this MOU, the allocation of rights in such intellectual property, and the protection of any business confidential information created or furnished pursuant to this MOU are governed in a manner consistent with the S&T Agreement.

2. The Participants may, in accordance with the laws and regulations applicable to each Participant, enter into separate written arrangements regarding the exchange of any information necessitating confidentiality or considered sensitive by either Participant.

3. Neither Participant intends to provide information requiring protection in the interest of national defence or foreign relations and classified in accordance with applicable national laws and regulations. In the event it is subsequently discovered that information which is known or believed to require such protection is identified as having been furnished inadvertently in the course of cooperative activities pursuant to this MOU, the matter should be brought immediately to the attention of appropriate officials and the Participants intend to consult to identify appropriate security measures to be mutually determined by the Participants, in writing, and applied to this information.

Section 8
RESOLUTION OF DIFFERENCES

Any difference of opinion between the Participants concerning the interpretation or application of this MOU is intended to be settled through consultation between the Participants without reference to any third-party dispute resolution forum.

Section 9
MODIFICATION

This MOU may be modified at any time in writing by mutual decision of the Participants. Any modifications are intended to apply on a date to be determined jointly by the Participants.

Section 10
FINAL PROVISIONS

1. This MOU does not constitute or create, and is not intended to constitute or create, obligations under domestic or international law. In addition, this MOU does not create any legally enforceable rights or benefits, whether express or implied, in respect of either Participant, their officers or employees, or any other entity or person.

2. This MOU may be signed by counterpart and becomes operative on the date of the last signature of the Participants and is intended to remain operative for five (5) years. It may be extended for further periods of five (5) years upon the mutual written determination of the Participants.

3. When the national environmental agency that the Government of Australia intends to develop commences its operations, DCCEEW may assign or transfer aspects of cooperation under this MOU to that agency or its legal equivalent. DCCEEW is expected to provide timely notice of the assignment or transfer to EPA. In addition, the chief executive of such new agency may join as a signatory to this MOU on the agency's behalf, subject to the mutual written determination of DCCEEW and EPA.

4. Either Participant may discontinue its participation under this MOU at any time, in which case it is expected to endeavour to provide the other Participant with ninety (90) days written notice. The discontinuation of this MOU is not intended to affect the validity, duration and completion of any program or activity carried out pursuant to this MOU prior to the date of discontinuation, unless otherwise mutually determined in writing by the Participants.

Signed in duplicate in the English language.

FOR THE ENVIRONMENTAL PROTECTION AGENCY OF THE UNITED STATES OF AMERICA

Michael S. Regan
Administrator

Place: Washington, D.C.

Date: October 20, 2023

FOR THE DEPARTMENT OF CLIMATE CHANGE, ENERGY, THE ENVIRONMENT AND WATER OF THE GOVERNMENT OF AUSTRALIA

Tanya Plibersek
Minister

Place: Canberra

Date: 18th October, 2023