MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY AND

THE ORGANISMO DE EVALUACIÓN Y FISCALIZACIÓN AMBIENTAL

This Memorandum of Understanding (MOU) is made between the United States Environmental Protection Agency ("EPA"), a federal agency of the United States of America, with its Headquarters at 1200 Pennsylvania Avenue, N.W., Washington, D.C. 20460, and the Organismo de Evaluación y Fiscalización Ambiental de la República del Perú ("OEFA or "Agency for Environmental Assessment and Enforcement of the Republic of Peru"), with its address at Avenida Faustino Sánchez Carrión numbers 603, 607 and 615, district of Jesús María, province and department of Lima, Peru. EPA and OEFA are hereinafter referred to collectively as the "Participants," and individually as a "Participant."

The Participants:

RECOGNIZING Chapter Eighteen on the Environment of the United States-Peru Trade Promotion Agreement between the Government of Peru and the Government of the United States of America, signed on April 12, 2006;

FURTHER RECOGNIZING the Environmental Cooperation Agreement between the Government of Peru and the Government of the United States of America, signed on July 24, 2006 ("ECA");

RECOGNIZING the outcomes and mutual benefits EPA and OEFA experts have achieved in cooperating on environmental compliance and enforcement in the past ten years, including through the 2016 **Memorandum of Understanding between the United States Environmental Protection Agency and the *Organismo de Evaluacion y Fiscalización* Ambiental** that expired in September 2021; and

ACKNOWLEDGING mutual interests between the Participants in continuing cooperation and collaboration in the fields of environmental assessment and enforcement and compliance assurance;

Have reached the following understandings:

Section 1
OBJECTIVE

1. The objective of this MOU is to provide a framework through which the Participants may continue to cooperate in carrying out activities that contribute to the protection of the environment, and as a consequence, human health, and through which they may intensify such cooperation.

2. The Participants intend to cooperate in order to create a climate of mutually beneficial and open exchange on environmental enforcement and compliance issues, which in turn contributes to the strengthening of the environmental protection and management of both the EPA and OEFA.

3. The Participants believe that mutual cooperation under this MOU may provide for institutional and policy strengthening for effective implementation and enforcement of environmental laws

as specified in the Environmental Cooperation Work Program established under the ECA.

Section 2
AREAS OF COOPERATION

1. The collaborative activities described in this MOU are intended to be conducted in a manner consistent with the provisions of the MOU.

2. The Participants have a joint interest in mechanisms that allow for and promote the most effective protection of the environment in a manner that promotes sustainable development, in the short and long term.

3. To that end, specific areas of cooperation may be mutually determined by the Participants at appropriate intervals and may include, but are not limited to, areas of mutual interest such as:

    a. Efficient environmental enforcement that encourages trust among native, Indigenous, and Afro-Peruvian communities and vulnerable populations;
    b. Methods for gathering and using evidence in enforcement proceedings;
    c. Innovative compliance promotion strategies;
    d. Advanced environmental monitoring technologies and electronic reporting;
    e. Effective enforcement and compliance assurance consistent with greenhouse gas (GHG) mitigation and climate resilience; and
    f. Consideration of compliance with environmental regulations in the development of public policies and standards.

Section 3
FORMS OF COOPERATION

The Participants intend to cooperate on these matters, including through the exchange of information, and experiences and, where appropriate, to coordinate on technical collaboration on specific topics with relevant government agencies. The Participants intend to cooperate bilaterally and, where appropriate, in third countries, regionally or multilaterally on environmental issues. Cooperation under this MOU may include, but is not limited to:

1. Bilateral dialogue on public policies on environmental matters;

2. Transfer or exchange of policy and technical information in the field of environmental enforcement and compliance;

3. Joint organization of and/or participation in symposia, conferences, seminars, workshops, and training courses;

4. Study tours, visitor exchanges and temporary assignments of personnel from one Participant to the other;

5. Accompaniment and guidance in inspections;

6. Joint publications and cooperative research; and

7. Joint projects to demonstrate improved environmental and compliance approaches.

Section 4
IMPLEMENTATION

1. The Participants intend to develop a workplan to implement the MOU. Specific cooperative activities and the terms under which they are intended to be conducted may be described in this workplan.

2. The Participants may involve and collaborate with other government agencies and non-government entities on elements of workplan implementation and research cooperation, as appropriate.

3. The Participants recognize that collaboration under this MOU does not represent a commitment of funds, personnel, or other resources. Additionally, collaboration under this MOU is subject to the availability of appropriated funds, personnel, and resources specific to each Participant.

Section 5
PLANNING AND REVIEW OF ACTIVITIES

Each Participant intends to designate a principal representative who, at such times as the Participants mutually determine, may meet with his or her counterpart representative to review the activities under this MOU and develop proposals for future activities, as appropriate.

Section 6
STAKEHOLDER ENGAGEMENT

The Participants may encourage and facilitate the engagement and participation of relevant stakeholders (such as research organizations, universities, community representatives, and other government agencies) in cooperative activities under this MOU, as appropriate.

Section 7
INTELLECTUAL PROPERTY AND SECURITY

1. The protection and distribution of intellectual property created or furnished in the course of cooperative activities under this Memorandum and business-confidential information obtained and/or exchange pursuant to this Memorandum is intended to be governed by the provisions of Chapter Sixteen on Intellectual Property Rights of the United States - Peru Trade Promotion Agreement. In the event that intellectual property is created in the course of cooperative activities under this MOU, the Participants intend to enter into arrangements and/or agreements governing the allocation and protection of rights to such intellectual property.

2. No information or equipment requiring protection in the interest of national defense or foreign relations and classified in accordance with its applicable national laws and regulations is intended to be provided under this MOU. In the event it is subsequently discovered that information or equipment that 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 and/or equipment.

Section 8
MODIFICATION

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

Section 9
INTERPRETATION

Any difference of opinion between the Participants with regard to the interpretation or application of this MOU is intended to be settled by consultation with one another.

Section 10
DECLARATIONS

1. OEFA states that it is duly represented by its President of the Board of Directors, Mr. JOHNNY ANALBERTO MARCHÁN PEÑA, identified with DNI N° 06189821, and designated by Supreme Resolution N° 022-2023-MINAM.

2. EPA states that it is duly represented by its Assistant Administrator of International and Tribal Affairs, Ms. JANE NISHIDA, appointed by President Biden, confirmed by the U.S. Senate and sworn in on September 24, 2021.

3. Focal Points:
   For OEFA: Sub-directorate for Environmental Enforcement Capacity Building within the Directorate of Environmental Enforcement Policy and Strategy.
   For EPA: Office of International Affairs within the Office of International and Tribal Affairs.

Section 11
FINAL PROVISIONS

1. This Memorandum is to become effective on the date it is duly signed by both Participants ("Effective Date"). This MOU is intended to continue for a period of five (5) years from the Effective Date and may be extended for further periods of 5 years upon the mutual written consent of both Participants. Either Participant may discontinue its cooperation under this MOU at any time by giving the other Participant a written notification sixty (60) days in advance of the intended date of discontinuance of the MOU.

2. Cooperative activities under this MOU are intended to be conducted in accordance with the applicable law and regulations of the Participants. This MOU is 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 entity. This MOU does not create any right or benefit, substantive or procedural, against the Participants, their officers or employees, or any other person. This MOU does not direct or apply to any person other than the Participants.

3. All activities carried out by the Participants under this MOU are subject to the budget availability of each institution. Nothing in this MOU, in and of itself, obligates EPA to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or incur other financial obligations.

4. Neither Participant intends to submit a claim for compensation for services rendered to the other Participant in connection with any activities it carries out in furtherance of this MOU, unless such a claim is authorized by a separate written arrangement or agreement between the two Participants.

5. Any transaction by EPA involving disbursement, reimbursement, or contribution of funds between the Participants to this MOU is expected to be handled by EPA in accordance with applicable laws, regulations, and procedures under separate written arrangements or agreements between the Participants.

Signed in duplicate in the English and Spanish languages.

JANE NISHIDA
Assistant Administrator
International and Tribal Affairs
U.S. Environmental Protection Agency (EPA)

JOHNNY ANALBERTO MARCHAN PEÑA
President of the Board of Directors
Peru's Agency for Environmental
Assessment and Enforcement (OEFA)