MEMORANDUM OF UNDERSTANDING

BETWEEN

THE ENVIRONMENTAL PROTECTION AGENCY
OF THE UNITED STATES OF AMERICA

AND

THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
OF THE
GOVERNMENT OF THE PHILIPPINES

ON

ENVIRONMENTAL COOPERATION

The Department of Environment and Natural Resources of the Government of the Philippines and the Environmental Protection Agency of the United States of America (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 be derived 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 low-income, minority, and Indigenous communities;

RECALLING the acknowledgement in Principle 10 of the Rio Declaration on Environment and Development of the importance of public participation in environmental decision-making;

NOTING the Science and Technology agreement between the Government of the Philippines and the Government of the United States of America, signed in Washington, D.C. on 1 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 is to promote mutually beneficial bilateral cooperation between the participants, including through capacity building and exchange of information, in the field of environmental protection, including for purposes of protecting human health, and to advance the participants' respective sustainability objectives.

Section 2
FRAMEWORK

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

Section 3
AREAS OF COOPERATION

Specific areas of cooperation are intended to be mutually determined by the participants at appropriate intervals and may include the following areas:

1. Improving air quality;

2. Improving water quality;

3. Strengthening science-informed policy-making;

4. Sharing information on climate change mitigation and adaptation approaches including methane abatement;

5. Sharing information on solid-waste-management approaches, including marine-litter and plastic-pollution prevention;

6. Cumulative impact research and assessment, including environmental impact assessment;

7. Providing support for responses to environmental incidents;

8. National approaches to environmental justice;

9. Strengthening enforcement and compliance assurance capabilities; and

10. Other areas as mutually determined by the participants.

Section 4
FORMS OF COOPERATION

The Participants intend to cooperate at the technical level, 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 policy information in the field of environmental protection;

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

3. Joint consultation;

4. Study tours;

5. Joint publications; and

6. Joint projects or research to demonstrate environmental-management approaches.

Section 5
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 6
CONFIDENTIALITY AND INTELLECTUAL PROPERTY

1. Subject to paragraph 2 below, the protection and use of any intellectual property created or furnished during cooperative activities under this MOU, the allocation of rights in such intellectual property, and any business confidential information created or exchanged pursuant to this MOU is intended to be addressed in a manner consistent with the S&T Agreement in separate written arrangements.

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 other information considered confidential by either participant.

3. No information requiring protection in the interest of national defence 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 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 7
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 8
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 9
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 is intended to remain operative for five (5) years after it is signed by both participants. It may be extended for further periods of five (5) years upon the mutual written determination of the participants.

3. Either participant may discontinue its participation under this MOU at any time, in which case it is expected 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 at Manila, Philippines, this 14 day of November 2023.

FOR THE ENVIRONMENTAL PROTECTION AGENCY OF THE UNITED STATES OF AMERICA

Michael S. Regan
Administrator

FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES OF THE GOVERNMENT OF THE PHILIPPINES

Maria Antonia Yulo Loyzaga
Secretary