

**MEMORANDUM OF UNDERSTANDING BETWEEN THE MINISTRY OF THE  
ENVIRONMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL  
AND THE ENVIRONMENTAL PROTECTION AGENCY  
OF THE UNITED STATES OF AMERICA**

**About**

**Cooperation on Urban Sustainability**

The Ministry of the Environment of the Federative Republic of Brazil, and the Environmental Protection Agency of the United States of America (hereinafter referred to as "the Participants"), aiming to improve institutional capacity through technical cooperation on environmental management;

Considering the Agreement between the Federative Republic of Brazil and the United States of America Relating to Cooperation in Science and Technology signed at Brasilia on February 6, 1984, as amended by the Agreement to Amend and Extend the Agreement between the United States of America and the Federative Republic of Brazil Relating to Cooperation in Science and Technology, signed at Brasilia on March 21, 1994 (hereinafter "the S&T Agreement"), which provides for the establishment of cooperation in the fields of environment and natural resources, among others;

Aware of the existence of regional and global environmental issues and the need to find long-term, economically viable solutions to address these issues through international cooperation, as well as the importance of cooperation between the environmental agencies of both countries;

Recognizing the common environmental challenges facing both countries and the importance of bilateral cooperation to address these issues; and

Convinced that cooperation between the Participants on urban sustainability may enable the development of programs aimed at environmental protection and sustainable development, generating mutual benefits and strengthening the close relations between the two countries;

Have reached the following understandings regarding cooperation:

**SECTION 1 - OBJECTIVE**

The purpose of this Memorandum of Understanding (MOU) is to strengthen and coordinate the efforts of the Participants to effectively protect the environment, emphasizing urban sustainability.

## **SECTION 2 - AREAS OF COOPERATION**

The Participants intend that collaborative work should encompass the following areas of cooperation including, but not limited to:

- Protection and restoration of oceans from pollution;
- Solutions and best practices for combating marine litter;
- Alternative technologies for sewage treatment;
- Water quality restoration and protection;
- Methodology and instruments of environmental licensing and impact assessment; and
- Sound waste management for reducing waste generation, including recycling and food waste.

Other areas of mutual interest for future collaboration could be added as mutually decided by the Participants.

## **SECTION 3 - ACTIVITIES**

The Participants may use the following forms of cooperation under this MOU:

- i) Identifying potential partnerships, including with the private sector, in order to develop projects and initiatives of mutual interest;
- ii) Sharing of knowledge, technology, capacity building and technical assistance;
- iii) Sharing of information related to environmental issues, including program, studies and research on priority areas of cooperation;
- iv) Implementation and/or support of training programs for technical and scientific capacity building in the short, medium and long terms in priority areas of cooperation; and
- v) Other forms of cooperation as mutually decided.

## **SECTION 4 – PARTNER ENTITIES**

In order to implement this MOU, Participants may, by mutual decision, request the support and participation of relevant institutions, governments, as well as private sector and scientific-academic institutions.

## **SECTION 5 - IMPLEMENTATION**

For purposes of monitoring and coordinating the activities to be implemented under this MOU, the Ministry of the Environment is represented by the Secretariat of International Relations. The Environmental Protection Agency is represented by the Office of International and Tribal Affairs. The Participants will work together to develop a work plan to implement collaborative activities based on available resources.

## **SECTION 6 – FINANCIAL RESOURCES**

This MOU is not an international agreement and does not impose any legal obligations on the Participants. 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 availability of appropriated funds. Nothing in this MOU obligates the Ministry of Environment or the Environmental Protection Agency to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or incur other financial obligations.

The Participants intend for no claims of compensation for services rendered in connection with activities carried out in furtherance of this MOU to be submitted by one Participant to the other.

This MOU does not exempt the Ministry of Environment from Environmental Protection Agency policies governing competition for assistance agreements.

Any transaction involving reimbursement or contribution of funds between the Participants to this MOU are intended to be handled in accordance with applicable laws, regulations, and procedures under separate written agreements or arrangements.

## **SECTION 7 – INTELLECTUAL PROPERTY**

The protection and distribution of intellectual property created or furnished in the course of cooperative activities under this MOU, the allocation of rights for such intellectual property, and business-confidential information obtained and/or exchanged pursuant to this MOU, should be consistent with the provisions of Annex I of the S&T Agreement.

## **SECTION 8 – FINAL PROVISIONS**

This MOU is effective upon signature by both Participants and is intended to continue for five years. This MOU may be modified by mutual decision of the Participants in writing. Any modifications are intended to become effective on such a date to be determined jointly by the Participants.

Either Participant may discontinue its cooperation under this MOU, at any time, but should endeavor to give the other Participant a written notification (90) days in advance of its decision to discontinue this MOU. The discontinuation of this MOU is not intended to affect any programs and activities carried out prior to such discontinuation, unless determined otherwise by the Participants.

Signed in Brasília, on 30th of January, 2020 in duplicate, in Portuguese and English.


FOR THE MINISTRY OF  
ENVIRONMENT OF THE  
FEDERATIVE REPUBLIC OF BRAZIL:



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Ricardo Salles  
Minister

FOR THE ENVIRONMENTAL  
PROTECTION AGENCY OF THE  
UNITED STATES OF AMERICA:



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Andrew Wheeler  
Administrator