

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
AND THE
MINISTRY OF ENVIRONMENTAL PROTECTION
OF ISRAEL**

The United States Environmental Protection Agency (EPA) and the Ministry of Environmental Protection of Israel (the Participants), aiming to improve institutional capacity through technical cooperation on environmental management:

Building on existing bilateral agreements, including the Memorandum of Understanding Concerning Cooperation in the Field of Environmental Protection signed in 1991;

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

Acknowledging the opportunity for U.S. and Israeli organizations and communities to gain from enhanced cooperation;

Resolving to build on and benefit from the already strong relationship between the two governments, based on a foundation of similar environmental values and goals;

Have reached the following understandings regarding cooperation:

Section 1: Objective

The objective of this Memorandum of Understanding (MOU) is to promote bilateral cooperation, as well as regional or multilateral initiatives, as appropriate, on critical environmental issues of mutual interest.

Section 2: Framework

Cooperative activities under the MOU are to be conducted in accordance with the applicable laws and regulations of the Participants. Any activities that the Participants intend to carry out are subject to the respective internal objectives, functions, policies, and procedures of the Participants. This MOU is not an international agreement and does not give rise to international legal rights or obligations.

The Participants intend to conduct cooperative activities under this MOU to promote a climate of open exchange and cooperation on environmental issues and on the basis of equality, reciprocity and mutual benefit.

Section 3: Areas of Cooperation

Specific areas of cooperation should be mutually determined by the Participants at appropriate intervals and may include the following areas:

- **Science, research and development**, including sharing risk assessment and sustainability assessment methodologies, and assessment of environmental protection technologies;
- **Water issues**, including wastewater treatment, water and wastewater reuse, non-point water pollution, protection of aquifers, and river restoration;
- **Solid and hazardous waste management** and soil remediation, including innovative approaches to cleanup and revitalization of sites contaminated with chemical, petroleum, or radioactive wastes;
- **Air quality management**, including abatement, monitoring, modeling, and exchange of technical tools and approaches;
- **Climate change** mitigation and adaptation approaches;
- **Environmental governance and policy**, including legislation, enforcement and compliance, and public participation in environmental decision making;
- **Environmental health protection**;
- **Emergency response and decontamination**;
- **Environmental economics**, including ecosystem services valuation methodologies;
- **Public-private partnerships**, including strategies to stimulate innovation and drive markets;
- Environmental impacts of **energy use and exploration**; and
- **Other areas** as identified by the Participants.

Section 4: Forms of Cooperation

The Participants intend to cooperate at the technical level, including exchange of information and experiences, and where appropriate, joint research and collaboration. The Participants intend to cooperate bilaterally and, where appropriate, on a regional or multilateral basis or in third countries. Cooperation under this MOU may include, but is not necessarily limited to:

- Policy dialogues;
- Transfer or exchange of technical information;
- Joint projects to demonstrate improved environmental management approaches;
- Joint participation and/or organization of symposia, conferences, seminars, workshops, and training courses;
- Study tours and visitor exchanges;
- Joint publications and cooperative research; and
- Other forms of cooperation as mutually agreed by the Participants.

Section 5: Implementation

The Participants should develop a workplan to implement this MOU. Specific cooperative activities and the provisions under which they are intended to be conducted should be described in this workplan. Any transaction involving reimbursement or contribution of funds between the Participants to this MOU is to be handled in accordance with applicable laws, regulations and procedures under separate written arrangements.

The Participants should encourage and facilitate the engagement and participation of relevant stakeholders such as research organizations, universities, other government agencies, and local communities, as appropriate, in cooperative activities under this MOU as mutually determined by the Participants.

Each participant should designate a principal representative who, at such times as the Participants mutually determine, should meet to review the activities under this MOU and develop proposals for future activities, as appropriate.

Section 6: Funding

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

The financing of technical cooperation projects under the MOU should be decided by mutual consultation, according to the specific nature of each project. Any commitment may be reflected in separate arrangement as mutually decided by the Participants.

Section 7: Intellectual Property and Security

The protection and distribution of intellectual property created or furnished in the course of cooperative activities under this MOU and business-confidential information obtained and/or exchanged pursuant to this MOU is to be governed by relevant agreements.

The Participants do not intend that any information or equipment requiring protection in the interest of national defense or foreign relations and classified in accordance with applicable national laws and regulations be provided under this MOU. In the event it is subsequently discovered that information or equipment 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 the appropriate officials and the Participants should consult to identify

appropriate security measures to be mutually determined by the Participants, in writing, and applied to this information and/or equipment.

Further, the Participants intend that no unclassified information that requires protection because it is controlled but unclassified or otherwise sensitive in nature, under applicable national laws and policy, be disclosed under this MOU.

Section 8: Modification and Interpretation

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

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

Section 9: Final Provisions

The terms of this MOU become operative on the date of its signing.

This MOU is intended to remain operative for five (5) years after it has been signed. The Participants may review and decide to continue their cooperation at regular intervals.

Either Participant may discontinue its cooperation under this MOU at any time. Each Participant should endeavor to provide the other Participant with thirty (30) days advance notice of its decision to discontinue such cooperation.

The Participants should consult regarding the effect of discontinuation on the implementation of ongoing programs and activities under this MOU prior to the date on which notice of discontinuation is to be given.

Signed at Tel Aviv this _____ day of September 2012, which corresponds with the _____ day of Elul, 5772 of the Hebrew Calendar, in two original copies in the English language.



Lisa P. Jackson
Administrator
U.S. Environmental Protection Agency



Gilad Erdan
Minister
Ministry of Environmental
Protection of Israel