

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE ENVIRONMENTAL PROTECTION AGENCY
OF THE UNITED STATES OF AMERICA**

AND

**THE NATIONAL ENVIRONMENT AGENCY
OF THE REPUBLIC OF SINGAPORE**

ON

ENVIRONMENTAL COOPERATION

The Environmental Protection Agency of the United States of America and the National Environment Agency of the Republic of Singapore (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;

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

NOTING the U.S.-Singapore Memorandum of Intent on Cooperation in Environmental Matters signed 13 June 2003;

FURTHER NOTING the participants’ intent to engage in a general program of cooperation for mutual benefit and to promote exchanges of information, enhance capacity building and cooperation in the field of environmental protection and sustainability; and

RESOLVING 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:

OBJECTIVE

The objective of this Memorandum of Understanding is to promote bilateral cooperation in the field of environmental cooperation based on mutual interest and benefit.

FRAMEWORK

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

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. Solid waste management and circular economy approaches;
2. Ambient and indoor-air-quality management, including air-pollution standards, control strategies and monitoring approaches;

3. Decontamination and management of chemical, biological and radiological incidents;
4. Sharing of perspectives and practices on environmental governance, including environmental justice, in a manner consistent with the participant's respective national laws and relevant international obligations; and
5. Other areas as mutually determined by the participants.

FORMS OF COOPERATION

The participants intend to cooperate at the technical level, including by exchanging information and experiences. 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, best practices and expertise in the field of environmental protection;
2. Joint organization of symposiums, seminars, workshops and capacity building programs;
3. Joint consultation;
4. Study tours and exchanges;
5. Joint publications; and
6. Joint projects to demonstrate environmental management approaches.

FINANCING

This MOU does not impose financial obligations on either participant to the other participant. Without prejudice to any separate 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.

CONFIDENTIALITY AND INTELLECTUAL PROPERTY

1. All non-public information which is obtained or received by a participant from the other participant in connection with this MOU (hereinafter referred to as "confidential information"), regardless of whether such information is specifically marked as confidential, is intended to be held in confidence to the extent permitted by law and is intended to be used exclusively for the purpose for which it was disclosed. The participants intend to take reasonable measures to ensure that confidential information is protected against loss and against unauthorised disclosure, and that only appropriate personnel have access to confidential information.
2. The participants do not intend to disclose confidential information to any third party, unless:

- a. the disclosure is to a participant's respective officials, employees, contractors or other relevant stakeholders for the purposes of implementing this MOU or any cooperation program or activity as may be initiated or undertaken thereunder; or
- b. the participant has obtained prior written approval for such disclosure from the other participant which has provided the confidential information; or
- c. disclosure is required by such participant's national law and/or regulations, federal legislative bodies, or courts of competent jurisdiction, with prior notice to the other participant, where feasible; or
- d. the information is made public without the intervention of the receiving participant.

3. Intellectual property rights in a participant's existing materials or work product owned or developed by that participant, that is used by that participant to implement this MOU or shared with the other participant in connection with activities under this MOU, are intended to remain exclusively vested in that participant.

4. Intellectual property rights, if any, that are jointly developed or acquired from activities under this MOU are intended to be governed by separate written arrangements between the participants, subject to the applicable laws and regulations of the participants.

RESOLUTION OF DIFFERENCES OR DISAGREEMENTS

Any difference or disagreements between the participants directly arising out of or in connection with the interpretation or application of this MOU is intended to be settled through consultation between the participants without reference to any third party, court, tribunal or any other third-party dispute resolution forum.

REVISION AND MODIFICATION

This MOU may be revised or modified at any time in writing as mutually determined by the participants. Any revision or modification is intended to apply from such date as mutually determined in writing by the participants, and is intended to form part of this MOU.

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.

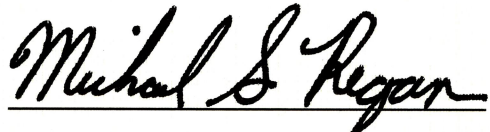
2. This MOU is intended to remain in effect for five (5) years from the later date of the participants' respective signatures set forth below. It may be extended for successive periods of five (5) years as mutually determined in writing by the participants.

3. Either participant may terminate this MOU at any time by providing the other participant with ninety (90) days' written notice prior to the date of the intended termination. The termination 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 termination, unless otherwise mutually determined in writing by the participants.

SIGNED in duplicate at Washington, D.C.

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



Michael S. Regan
Administrator

Date: **JUL 19 2023**

**FOR THE NATIONAL ENVIRONMENT
AGENCY OF THE REPUBLIC OF
SINGAPORE**



Grace Fu
Minister for Sustainability and the
Environment

Date: