

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT

AND

THE UNITED STATES

ENVIRONMENTAL PROTECTION AGENCY

INTRODUCTION

This Memorandum of Understanding (“MOU”) is made between the United States Agency for International Development (“USAID”) and the United States Environmental Protection Agency (“EPA”). Throughout this MOU, USAID and EPA are referred to collectively as “the Participants,” and individually as a “Participant.”

The Participants recognize that: underserved and overburdened communities may face environmental justice concerns across national contexts; air quality and climate pollution are global challenges; and that policies, investments and technologies developed in the United States can have a beneficial influence on the emissions trajectories and water and air quality in developing countries, just as emissions reductions abroad can improve the livelihoods of people living in the United States. The Participants, therefore, intend to join EPA’s domestic mission to protect human health and environment with USAID’s mission to advance a freer and more equitable world.

This proposed MOU establishes a basis for ongoing dialogue and cooperation between the Participants to advance the Participants’ mutually shared objectives. Under this MOU, the Participants intend to seek to find commonalities and share lessons, best practices, and new technologies and tools developed and applied by the respective Participants.

This MOU provides a broad framework and addresses the basic relationship, roles, and responsibilities of the Participants. To implement this MOU, the Participants may agree to more precise written arrangements, such as implementing instruments, work plans, or similar documentation, as needed.

1.0 AUTHORITIES

The authority for USAID to enter into this MOU is section 635(b) of the Foreign Assistance Act of 1961.

The authorities for EPA to enter into this MOU includes: Section 102(2)(I) of the National Environmental Policy Act; Section 8001 of the Solid Waste Disposal Act; Section 204 of Save Our Seas 2.0 Act; and several provisions of the Clean Water Act and the Clean Air Act.

2.0 OBJECTIVES

The Participants intend to explore and develop collaborations in support of cleaner air, reductions in greenhouse gas emissions and other pollutants, and the promotion of environmental justice within national jurisdictions. USAID and EPA intend to share

insights on climate policy and regulation in the assessment and evaluation of environmental and regulatory programs and in innovations in scientific research. USAID specifically seeks technological, regulatory, or programmatic innovations developed through programs funded under the Inflation Reduction Act and the Bipartisan Infrastructure Law for potential deployment or application in international settings.

3.0 PLANNED ACTIONS OF THE PARTICIPANTS

Recognizing the mutual objectives of the Participants listed above, the Participants intend to:

- a. Work collaboratively to exchange/share subject matter expertise between Agencies and ensure cross-agency coordination in the planning, formation and execution of research, programming, and technical exchanges.
- b. Within approximately 45 days, establish a joint team to implement this MOU, tasked with developing recommended areas for collaboration and reporting on the results of this MOU.
- c. Within approximately 120 days, draft and deliver, as appropriate, recommendations for collaboration and enhanced collaboration, including on inter-agency policy, research, development, demonstration, or deployment of resources relevant to proposed thematic or operational objectives, to the Participants' respective leadership.
- d. Draft and deliver, as appropriate, a combined report to the Participants' respective leadership highlighting progress and outcomes achieved through this MOU.

4.0 AREAS OF COOPERATION

The Participants have identified several cross-cutting thematic areas and operational priorities for future cooperation. Preliminary thematic areas for exploration may include, but not be limited to:

1. Advancing U.S. innovations in clean energy, clean technology, and clean communities, including projects under the Greenhouse Gas Reduction Fund, and expanding ties between pertinent EPA and USAID programs;
2. Monitoring, mitigating, and regulating methane emissions;
3. Mitigating plastics pollution in waterways and oceans;
4. Improving water, waste and sanitation services, including management, policies, regulations, and laws;

5. Reducing lead exposure and pollution;
6. Strengthening environmental governance;
7. Improving air quality and reducing air pollution; and
8. Promoting environmental justice in national contexts.

Priority operational topics for exploration may also include, but not be limited to:

9. Reciprocal, cross-agency technical and staff exchanges.
10. Collaboration on knowledge generation and the use of evidence in programming.

5.0 LIMITATIONS

A. Any cooperative activities undertaken by the Participants under this MOU are subject to the availability of appropriated funds. Nothing in this MOU obligates either Participant to expend appropriations or to enter into any contract, assistance agreement, interagency agreement or to incur other financial obligations that would be inconsistent with their respective budget priorities. Both Participants agree not to submit a claim for reimbursement for goods or services rendered in connection with any activities it carries out in furtherance of this MOU in the absence of an agreement authorizing such compensation. Any transaction involving reimbursement or contribution of funds between the Participants to this MOU will be handled in accordance with applicable laws, regulations and procedures and will be documented through separate written arrangements.

B. This MOU does not constitute or create, and is not intended to constitute or create legal obligations. 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.

6.0 RESPONSIBILITIES OF THE PARTICIPANTS

The Participants intend that the work under this MOU be carried out in the most efficient manner possible. To implement this MOU, the Participants have reached the following understandings:

A. The offices of the Participants that will oversee activities under this MOU are the Office of Policy (POL) and the Bureau for Resilience, Environment and Food Security (REFS) of USAID and the Office of International and Tribal Affairs of the EPA.

B. Specific cooperative activities to be undertaken by the Participants are intended to be mutually determined in advance by the directors of each of the offices listed above and memorialized in written arrangements, such as implementing instruments, work plans, or other similar documentation, as appropriate. Any such written arrangement should specify: the project or activity, background, scope of work, projected outcomes, roles and intended resource contributions of the Participants, period of performance, and individuals responsible for implementation.

C. The Participants intend to explore opportunities for exchanges of their respective staff, as appropriate and in accordance with applicable law, to provide expertise for specific activities undertaken to implement this MOU.

D. Each Participant intends to exert best efforts to provide reasonable notice in writing to the other Participant prior to issuing a press release referencing this MOU or any written arrangement or collaboration intended to be carried out under this MOU.

E. Public communications related to this MOU should appropriately attribute the efforts of both Participants, in each case subject to their approval. Each Participant will endeavor to respond to a communication request from the other Participant within three business days.

The Participants intend to respect each other's confidentiality policies, with the mutual understanding that they publicize their alliance and its objectives without disclosing any confidential or proprietary information of the other.

F. The use of the official EPA seal, EPA logo or any other EPA trademarks by USAID may be allowed only in the case of particular activities undertaken under this MOU and with the prior written permission of EPA's Office of Public Affairs. The use of the official USAID seal, USAID logo, or any other USAID trademarks by the EPA may be allowed only in the case of particular activities undertaken under this MOU, and with the prior written permission of the USAID.

G. In implementing this MOU, each Participant intends to protect any confidential or proprietary information that it may receive from the other Participant in accordance with applicable laws, regulations, and policies.

H. The Participants intend for their respective representatives to meet periodically to evaluate progress in the implementation of this MOU and to revise and develop new written arrangements, as appropriate. Additionally, at the end of each calendar year, the Participants intend to review specific activities under this MOU and assess their collaboration.

I. The Participants intend to resolve any and all differences of opinion concerning the interpretation or application of this MOU through good faith consultations between the Participants.

7.0 PRIMARY CONTACTS

For implementation of this MOU, the individuals designated below are to serve as the primary contacts between the Participants. To the maximum extent possible, all significant communications between the Participants are to be made through the primary contacts. The Participants' respective designated primary contacts are:

USAID

Gillian Caldwell
USAID Chief Climate Officer
Bureau for Resilience, Environment and Food Security
1300 Pennsylvania Ave. NW.
Washington, D.C. 20523
Email: gcaldwell@usaid.gov

Candace Vahlsing
Senior Policy Adviser
USAID Office of Policy
1300 Pennsylvania Ave. NW.
Washington, D.C. 20523
Email: cvahlsing@usaid.gov

EPA

Mark Kasman
Director, Office of International Affairs U.S. Environmental Protection Agency
Office of International and Tribal Affairs (2610R)
1200 Pennsylvania Avenue NW.
Washington, D.C. 20460
Email: kasman.mark@epa.gov

Either Participant may, as appropriate, update its primary contact via a timely written communication to the other Participant.

8.0 COMMENCE/DURATION/MODIFICATION/TERMINATION

This MOU is to take effect upon the signature of the Participants and remain in effect for a period of five years. This MOU may be extended or modified at any time in writing by mutual decision of the Participants. Additionally, either Participant may terminate this MOU at any

time, but is expected to endeavor to provide the other Participant with thirty (30) days written notice.

The termination of this MOU is not intended to affect the validity, duration, or 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 [ADD LOCATION], on [DATE].

For USAID:

For EPA:

Samantha Power

Michael S. Reagan