

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

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

Building on existing bilateral agreements and arrangements, including the Memorandum of Understanding Concerning Cooperation in the Field of Environmental Protection signed in 1991 and the Memorandum of Understanding between the United States Environmental Protection Agency and the Ministry of Environmental Protection of Israel signed in September 2012, which expired in September 2017;

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 intended 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 are intended to be mutually determined by the Participants at appropriate intervals and may include the following areas:

- **Addressing water issues**, including wastewater treatment, water and wastewater reuse, non-point water pollution, protection of aquifers, and river restoration;
- **Building capacity on waste management** and soil remediation, including innovative approaches to clean up and revitalize contaminated sites;
- **Enhancing air quality management**, including prevention, abatement, monitoring, modeling, and exchange of technical tools and approaches;
- **Promoting environmental health protection**, including safe application of pesticides and other chemicals;
- **Supporting emergency response and decontamination approaches**;
- **Promoting environmental governance and policy**, including legislation, enforcement and compliance, and public participation in environmental decision-making;
- **Sharing information on environmental economics**, including ecosystem services valuation methodologies;
- **Promoting innovation with respect to** environmental technologies;
- **Enhancing the use of digital technologies** and capabilities for effective monitoring, early warning and enforcement purposes; 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 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 determined by the Participants.

Section 5: Implementation

- The Participants intend to develop a workplan to implement this MOU. Specific cooperative activities and the provisions under which they are intended to be conducted can be described in this workplan. Any transaction involving reimbursement or contribution of funds between the Participants to this MOU is intended to be handled in accordance with applicable laws, regulations, and procedures under separate written arrangements.
- The Participants may 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 intends to designate a principal representative who, at such times as the Participants mutually determine, can 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 appropriated funds. Nothing in this MOU, in and of itself, obligates MoEP or EPA 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 MoEP from EPA 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 and Security

Furnishing of materials under this MOU is governed by each Participant's applicable laws and does not affect the allocation of any intellectual property rights in such materials. In the event that the intellectual property is created in the course of cooperative activities under this MOU, the Participants intend to enter into arrangements and/or agreements governing the allocation and protection of rights to such intellectual property.

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 Participants intend to immediately bring the matter to the attention of the 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 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 by mutual consent of the Participants. Any modifications are intended to apply on such a date to be determined jointly by the Participants.

Section 9: Resolution of Differences

Any difference concerning the interpretation or application of this MOU is intended to be settled amicably.

Section 10: Final Provisions

The present Memorandum of Understanding is intended to become effective on the date of its signing and remain effective for five (5) years.

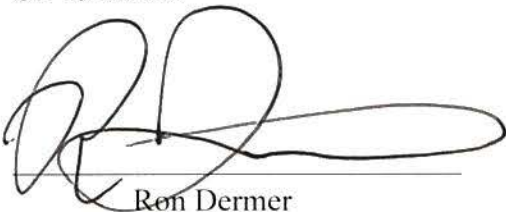
The Participants may review and decide to continue their cooperation at regular intervals.

Either Participant may discontinue its cooperation under this MOU at any time by giving the other Participant a written notification ninety (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 otherwise decided by the Participants.

Signed at Washington, DC this 18 day of October 2018, which corresponds with the 9th day of Cheshvan 5779 of the Hebrew Calendar, in two original copies in the English language.

FOR THE MINISTRY OF
ENVIRONMENTAL PROTECTION
OF ISRAEL:



Ron Dermer
Israeli Ambassador to the U.S.

FOR THE U.S. ENVIRONMENTAL
PROTECTION AGENCY:



Andrew R. Wheeler
Acting Administrator