

**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 and the United States Environmental Protection Agency (hereinafter referred to individually as a “participant” and collectively as the “participants”), aiming to improve institutional capacity through technical cooperation on environmental management:

Building on existing bilateral arrangements, including the Memorandum of Understanding Concerning Cooperation in the Field of Environmental Protection, signed in 1991, and the Memorandum of Understanding between the Ministry of Environmental Protection of Israel and the United States Environmental Protection Agency, signed in October 2018;

Recognizing the common environmental challenges facing both countries and the importance of bilateral cooperation to address these issues, as well as the importance of regional and global cooperation to address environmental challenges;

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 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 respective 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 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 employees or any other entity or person.
- 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:

- **Combatting climate change**, including measures for greenhouse-gas emissions reduction, decarbonization of the economy and adaptation to climate impacts;
- **Addressing water issues**, including wastewater treatment, water and wastewater reuse, non-point water pollution, protection of aquifers, protection and restoration of ocean and coastal ecosystems, river-water-quality monitoring and river restoration;
- **Building capacity on waste management**, including policies to tackle plastic pollution;
- **Building capacity on 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 the sound management of chemicals**, including the safe application of pesticides;
- **Promoting radiation protection and prevention of noise pollution**;
- **Supporting emergency response and decontamination approaches**;
- **Promoting environmental governance and policy**, including legislating, enforcement and compliance assurance;

- **Advancing aspects of environmental justice domestically** to address the environmental and human health concerns of vulnerable communities and populations and enhancing 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 mutually determined 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 in cooperative activities under this MOU as appropriate and 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 either participant 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 arrangements.

Section 7: Confidentiality and Intellectual Property

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 expect to enter into arrangements governing the allocation and protection of rights to such intellectual property. The participants may, in accordance with the laws and regulations applicable to each participant, enter into separate written arrangements regarding the exchange of any information considered confidential by either participant.

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 do not intend for any controlled unclassified information, or any otherwise sensitive but unclassified information, be disclosed or exchanged under this MOU.

Section 8: Modification and Interpretation

This MOU may be modified by mutual decision 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 of opinion concerning the interpretation or application of this MOU is intended to be settled amicably via consultations between the participants.

Section 10: Final Provisions

This MOU replaces the Memorandum of Understanding signed in October 2018.

This MOU 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, in which case the participant should endeavor to provide the other participant with a written notification ninety (90) days in advance.

The discontinuation of this MOU is not intended to affect any programs and activities carried out prior to such discontinuation, unless otherwise mutually decided by the participants.

Signed at Washington, D.C. this 18th day of September 2023, which corresponds with the 3rd day of Tishrei 5784 of the Hebrew Calendar, in two original copies in the English language.

FOR THE MINISTRY OF
ENVIRONMENTAL PROTECTION
OF ISRAEL:

FOR THE U.S. ENVIRONMENTAL
PROTECTION AGENCY:



Idit Silman
Minister



Michael S. Regan
Administrator