

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ENVIRONMENTAL PROTECTION AGENCY
OF THE UNITED STATES OF AMERICA
AND
THE DEPARTMENT OF SUSTAINABILITY, ENVIRONMENT, WATER,
POPULATION AND COMMUNITIES
OF THE GOVERNMENT OF AUSTRALIA
ON ENVIRONMENTAL WATER COOPERATION**

The Environmental Protection Agency (“EPA”) of the United States of America and the Department of Sustainability, Environment, Water, Population and Communities (“DSEWPaC”) of the Government of Australia (hereinafter referred to as “the Participants”):

RECALLING the April 8, 2008 meeting in Sydney, where EPA and DSEWPaC’s predecessor Department of the Environment, Water, Heritage, and the Arts signed a Statement of Cooperation on water management issues;

RECOGNIZING the common challenges both countries face in sound and sustainable management of water resources, including increasing demands on limited sources of water, water contamination, and climate change impacts;

RECOGNIZING these challenges in the water sector have a disproportionate impact on vulnerable populations, including indigenous and tribal communities;

ACKNOWLEDGING the opportunity for our organizations and communities to gain from enhanced cooperation;

RECOGNIZING the Agreement Relating to Scientific and Technical Cooperation between the Government of Australia and the Government of the United States of America, done at Canberra on February 28, 2006 (“the Agreement”);

FURTHER RECOGNIZING that the Participants would like to expand their cooperation on integrated water management strategies and sustainable water infrastructure, promote long-term adaptation to climate change, including water reuse and the efficient use of water resources that reduces energy and water consumption and explore new ways of ensuring long-term sustainability of water use;

RESOLVING to cooperate to build on and benefit from the already strong relationship between the two governments, based on a foundation of similar environmental values and goals, including:

- The commitment to address global, regional, and local environmental threats to protect the safety and environmental health of our citizens and to assist governments in other countries to do the same with respect to their citizens;
- The sharing of strong traditions in environmental and health research, coupled with a long history of collaboration; and

- The protection of human health and the environment to effectively contribute to shaping prosperous, secure, and sustainable economies now and for future generations;

Have reached the following understandings:

Section 1 OBJECTIVE

1. The Participants intend to engage in a program of cooperation for mutual benefit and promote a climate of open exchange and cooperation on water issues.
2. The objective of this Memorandum of Understanding (“MOU”) is to promote bilateral cooperation, as well as joint work, as appropriate, in other countries, regionally or multilaterally on efforts of mutual interest in the area of water and long-term adaptation to climate change.

Section 2 FRAMEWORK

1. The collaborative activities described in this MOU are intended to be conducted in a manner consistent with the Agreement.
2. Cooperative activities under the MOU are to be conducted in accordance with the applicable law and regulations of the Participants. This MOU is not an international agreement and does not give rise to international legal rights or obligations.

Section 3 FOUNDATION

The Participants intend to conduct cooperative activities under this MOU on the basis of equality, reciprocity, and mutual benefit.

Section 4 AREAS OF COOPERATION

1. Specific areas of cooperation should be mutually determined by the Participants at appropriate intervals and may include, but are not limited to, such areas of mutual interest as:
 - a. Prevention and management of water pollution;
 - b. Integrated water management strategies;
 - c. Water technology including desalination;
 - d. Water reuse and recycling;
 - e. Adaptation to climate change, including the efficient use of water resources to reduce energy and water consumption;

- f. Urban watershed management to help communities access, restore, and benefit from their waters and surrounding lands;
- g. Financing watershed protection;
- h. Addressing water quality and quantity challenges;
- i. Water systems governance including multi-jurisdictional management of major water systems (e.g. Chesapeake Bay; the Great Lakes; California Bay Delta; Rio Grande River; Murray-Darling Basin, Great Artesian Basin and Lake Eyre Basin);
- j. Sharing best practices on innovative and energy-efficient approaches to securing clean drinking water for key communities, including indigenous and tribal communities; and
- k. Other areas as identified by the Participants.

Section 5 FORMS OF COOPERATION

The Participants intend to cooperate at the technical level on these matters, including exchange of information and experiences, and where appropriate, joint research and collaboration. The participants intend to cooperate bilaterally and, where appropriate, in third countries, regionally or multilaterally on water issues. Cooperation under this MOU may include, but is not necessarily limited to:

- 1. Bilateral policy dialogue;
- 2. Transfer or exchange of technical and governance information in the field of environmental protection;
- 3. Joint organization of and/or participation in symposia, conferences, seminars, workshops, and training courses;
- 4. Study tours, visitor exchanges, and temporary assignments of personnel from one Participant to the other;
- 5. Joint publications and cooperative research; and
- 6. Joint projects to demonstrate improved water management approaches.

Section 6 IMPLEMENTATION

- 1. The Participants should develop a workplan to implement the 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.
- 2. The Participants intend to involve and collaborate with appropriate government and non-government agencies on elements of workplan implementation and research cooperation, as appropriate.
- 3. In the event of a substantial difference between the workplan and this MOU, the provisions of the MOU should prevail.

4. 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 the availability of funds, personnel, and resources. 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.

Section 7
SENIOR DIALOGUE ON WATER COOPERATION

1. The Participants intend to establish a Senior Dialogue on Water Cooperation that is to be composed of senior EPA and DSEWPaC representatives, along with other experts and agencies designated by the Participants, that is to be responsible for developing a workplan for cooperation and coordinating and facilitating cooperative activities under this MOU. Elements of the workplan may include some or all of the areas of cooperation listed in Section 4.
2. The Senior Dialogue group may conduct joint reviews of activities as appropriate and share approaches and best practices on water management as well as policies related to water cooperation between the Participants under this MOU in a meeting that could take place alternately in the United States and Australia, or in a mutually determined third country.
3. In the intervals between the Senior Dialogue meetings, representatives designated by the Participants may meet, if necessary, to discuss and further the implementation of this MOU and to exchange information on the progress of technical programs, projects and activities of common interest under this MOU.

Section 8
PLANNING AND REVIEW OF ACTIVITIES

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 9
STAKEHOLDER ENGAGEMENT

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

Section 10
INTELLECTUAL PROPERTY AND SECURITY OBLIGATIONS

1. 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 Annex I to the Agreement.
2. No information or equipment requiring protection in the interest of national defense or foreign relations and classified in accordance with its applicable national laws and regulations is to 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 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.

Section 11
MODIFICATION

This MOU may be modified at any time in writing by mutual consent of the Participants and any modification should form an integral part of this MOU. Any modifications should apply on such a date to be determined jointly by the Participants.

Section 12
INTERPRETATION

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


Section 13
FINAL PROVISIONS

1. The terms of this MOU become operative on the date of its signing.
2. This MOU is intended to remain operative for five (5) years after it has been signed. It may be extended for further periods of five years upon the mutual consent of the Participants. 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.
3. 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 Canberra this Sydney 27 day of March 2011.

SIGNED at Washington, D.C. this 16 day of Dec. 2010.


For the U.S. Environmental
Protection Agency


For the Department of Sustainability,
Environment, Water, Population And
Communities