

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
AND
THE AUSTRALIAN GOVERNMENT DEPARTMENT OF AGRICULTURE
AND WATER RESOURCES
ON
WATER COOPERATION**

The United States Environmental Protection Agency (“EPA”) and the Australian Government Department of Agriculture and Water Resources (“DAWR”); (hereinafter referred to as “**the Participants**”):

RECOGNIZING the Agreement relating to Scientific and Technical Cooperation between the Government of Australia and the Government of the United States of America, signed in Canberra on 28 February 2006;

NOTING that the Memorandum of Understanding (“MOU”) between the Environmental Protection Agency of the United States of America and the Department of Sustainability, Environment, Water, Population and Communities (DSEWPaC) of the Government of Australia on Environmental Water Cooperation (signed 27 March 2011) expires on 28 March 2016;

FURTHER NOTING that DAWR is now responsible for national water policy and program implementation in Australia;

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

RECOGNISING the outcomes and mutual benefits EPA and Australian experts have achieved in cooperating on water management over the last five years;

ACKNOWLEDGING mutual interests between the Participants in continuing cooperation and collaboration in the field of water management; and

DESIRING to continue the activities covered under the above-mentioned MOU,

Have reached the following understandings:

**Section 1
OBJECTIVE**

1. The Participants intend to continue the program of co-operation for mutual benefit begun under the EPA-DSEWPaC MOU and to promote a climate of open exchange and co-operation on water issues.
2. The objective of this renewed MOU is to continue 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 policy and management and related 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 provisions of the MOU.
2. Cooperative activities under the MOU are intended 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. This MOU does not create any right or benefit, substantive or procedural, enforceable by law or equity, by persons who are not participating in this MOU, against either Participant, their officers or employees, or any other person. This MOU does not apply to any person or entity outside of the Participants.

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. The Participants have a joint interest in regulatory and policy mechanisms that allow for and promote the most cost-effective use and protection of water resources in a manner that services the social, economic, and environmental objectives of our societies, in the short and long term.
2. To that end, specific areas of cooperation may be mutually determined by the Participants at appropriate intervals and may include, but are not limited to, such areas of mutual interest as:
 - a. Water systems governance, particularly for cross-border systems;
 - b. Water management in response to droughts, extreme precipitation events, rising temperatures and emerging contaminants, including as the result of climate change;
 - c. Water quality management, including for groundwater;
 - d. Urban water management;
 - e. Servicing the water management needs of small and remote communities;
 - f. Expanding the use of alternative water supplies and fit-for-purpose water treatment for irrigation and energy production and other uses; and

- g. Opportunities arising from new technologies for efficient water use including for irrigation, desalination, storm water harvesting, water reuse and recycling, the water-energy-food nexus, and water and energy efficiency.

Section 5 FORMS OF COOPERATION

The Participants intend to cooperate at the policy level on these matters, including through the exchange of information and experiences and, where appropriate, to coordinate on technical collaboration on specific topics with relevant government agencies. 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 limited to:

1. Bilateral policy dialogue;
2. Transfer or exchange of policy and technical information in the field of safe and sustainable water resources management;
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 intend to develop a workplan to implement the MOU. Specific cooperative activities and the terms under which they are intended to be conducted may be described in this workplan. Any transaction involving reimbursement or contribution of funds between the parties to this MOU is to be handled in accordance with applicable laws, regulations, and procedures under separate written arrangements.
2. The Participants may involve and collaborate with other government and non-government agencies on elements of workplan implementation and research cooperation, as appropriate.
3. In the event of a conflict 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 appropriated funds, personnel, and resources. The Participants do not intend to submit claims to each other for compensation for services rendered in connection with activities carried out in furtherance of this MOU.

Section 7
SENIOR DIALOGUE ON WATER COOPERATION

1. The Participants hereby establish a Senior Dialogue on Water Cooperation that is composed of senior representatives of each Participant along with other experts and agencies designated by the Participants. This group is responsible for developing a workplan for 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 a joint review of activities and share approaches and best practices on water management as well as on policies related to water cooperation between the Participants under this MOU (no more than once a year) in a meeting that could take place alternately in the United States and Australia. This MOU acknowledges that face-to-face meetings may not be necessary to conduct business and that virtual meetings (teleconference or videoconference) of the Senior Dialogue group may be organized when acceptable to the Participants.
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 intends to designate a principal representative who, at such times as the Participants mutually determine, may meet with his or her counterpart representative to review the activities under this MOU and develop proposals for future activities, as appropriate.

Section 9
STAKEHOLDER ENGAGEMENT

The Participants may 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 appropriate.

Section 10
INTELLECTUAL PROPERTY AND SECURITY

1. The protection and distribution of intellectual property created or furnished in the course of cooperative activities under this Memorandum and business-confidential information obtained and/or exchanged pursuant to this Memorandum is intended to be governed by the provisions of the Scientific and Technical Cooperation 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 intended 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 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 intended to be settled by consultation with one another.

Section 13
FINAL PROVISIONS

1. The terms of this MOU become operative on the date of its signing by both Participants.
2. This MOU may be extended or modified at any time per the mutual written consent of both Participants.
3. The MOU is intended to remain operative for five years after it is signed by both Participants. 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 after this MOU is signed. Each Participant should endeavor to provide the other Participant with thirty days' advance notice of its decision to discontinue such cooperation.

4. 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 in Washington, DC this 29th day of February 2016.

**FOR THE UNITED STATES
ENVIRONMENTAL PROTECTION
AGENCY**

**FOR THE AUSTRALIAN
GOVERNMENT DEPARTMENT
OF AGRICULTURE AND WATER
RESOURCES**


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