

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
ENVIRONMENTAL PROTECTION AGENCY
OF THE UNITED STATES OF AMERICA
AND THE
WORLD HEALTH ORGANIZATION
FOR COOPERATION ON ENVIRONMENTAL HEALTH AND PROTECTION**

The Environmental Protection Agency of the United States of America (EPA) and the Secretariat of the World Health Organization (WHO), hereinafter called the “Participants,”

Recognizing the importance of environmental quality to human health and the well-being of present and future generations of the global community;

Noting the findings in WHO’s 2016 global assessment of the burden of disease from environmental risks that 23 percent of global deaths and 26 percent of deaths among children under five are due to modifiable environmental factors;

Taking into account the prominent attention and commitment to action and international cooperation on environmental health protection reflected in the outcome documents of the 2012 Conference on Sustainable Development and the 2030 Agenda on Sustainable Development, with its associated Sustainable Development Goals (SDGs);

Noting as well the serious human and environmental health risks associated with climate change and the major public and environmental health benefits that can derive from effectively addressing climate change, including through implementation of the Paris Agreement on climate change adopted on December 12, 2015;

Believing the cooperation is of mutual benefit;

Affirming 24 years of cooperation initiated under the June 1992 Memorandum of Understanding between the Environmental Protection Agency of the United States of America and the World Health Organization for Cooperation on Environmental Health Protection signed at the UN Conference on Sustainable Development in Rio de Janeiro, and thereafter continued pursuant to that certain Memorandum of Understanding between EPA and WHO, signed on September 3, 2002, at the World Summit on Sustainable Development in Johannesburg, as further modified and extended in 2007 and 2012 (as so modified and extended, hereinafter referred to as the 2002 MOU); and

Also affirming the Participants’ desire to continue to demonstrate the importance of technical cooperation on environmental health and protection;

Have concluded as follows:

Section 1 Purpose

The Participants intend to continue to cooperate in promoting environmentally sound management and development as well as undertaking specific activities that contribute to the protection of human health and the environment. The purpose of this Memorandum of Understanding (hereinafter this Memorandum or MOU) is to encourage and facilitate increased cooperation and collaboration and to further amplify the importance of the interconnections of public health and healthy environments.

Section 2 Authorities, Privileges and Immunities

The EPA enters into this MOU pursuant to the following authorities: Section 102(2)(F) of the National Environmental Policy Act, 42 U.S.C. § 4332(2)(F); Section 103(a) of the Clean Air Act, 42 U.S.C. § 7403(a); Section 8001(a) of the Solid Waste Disposal Act, 42 U.S.C. § 6981(a); Sections 104(a) and (b) of the Clean Water Act, 33 U.S.C. § 1254(a) and (b); Section 1442(a) of the Safe Drinking Water Act, 42 U.S.C. § 300j-1; Sections 17(d) and 20(a) of the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§ 1360(d) and 136r(a); and Section 10(a) of the Toxic Substances Control Act, 15 U.S.C. § 2609(a). For the avoidance of doubt, none of the preceding authorities are applicable to WHO.

Nothing contained in or relating to this MOU (including, without limitation, the preceding paragraph) constitutes (i) a waiver of any of the privileges and immunities of WHO in conformity with the Convention on the Privileges and Immunities of the Specialized Agencies approved by the General Assembly of the United Nations on November 21, 1947, or otherwise under any national or international law, convention or agreement, or (ii) an agreement to or a means of submitting WHO to any national court jurisdiction.

Section 3 Areas of Cooperation

The Participants intend to continue to cooperate on environmental health and global environmental protection and research in mutually identified areas of cooperation, such as:

- A. Indoor and Outdoor Air Quality and Health
- B. Climate Change and Health
- C. Water, Sanitation and Health
- D. Toxic Chemicals, Pesticides and Risk Assessment
- E. Children's Environmental Health, Urban Environmental Health, and other multimedia areas of investigations
- F. Methods, tools and information products to support decision making relating to Environmental and Public Health
- G. Such other areas as the Participants may mutually determine

The Participants intend to support this cooperation through a variety of activities, such as the following:

- A. Cooperative research and demonstration projects;
- B. Drafting and evaluation of scientific documents;
- C. Temporary assignments of personnel from one Participant to the other, subject to the applicable rules, policies and procedures of both Participants;
- D. Training and capacity-building activities, including via webinars;

- E. Development, validation, exchange and dissemination of research methods, tools and information resources;
- F. Networking initiatives that promote regional and international technical cooperation, information dissemination, advisory support, research and training; and
- G. Such other activities as the Participants may mutually identify in writing.

The Participants may, as appropriate and where mutually acceptable, use the services of other institutions, such as universities and governmental and nongovernmental organizations, to develop and conduct activities under this Memorandum.

Section 4 Funding

The ability of each Participant to carry out activities under this Memorandum is subject to the availability of funds, personnel and other resources. A number of activities under the Memorandum may, through appropriate funding mechanisms, involve a transfer of funds by or through the Participants or the use of funds from other organizations.

Section 5 Management

Each Participant intends to designate an appropriate official (hereinafter referred to as the Coordinators) to be responsible for the coordination of activities under this Memorandum. Each Participant may designate a replacement Coordinator at any time upon written notice to the other Participant. Additional points of contact for specific work areas under this MOU may be established through mutual consensus of the Coordinators.

Management of activities supported as part of the work under this Memorandum is expected to make specific efforts to foster appropriate consultation and encourage cooperation, where appropriate, with other international organizations or other initiatives advancing similar work, with a view toward avoiding duplication of efforts and take advantage of potential synergies.

Section 6 Limitations

This MOU is a voluntary arrangement that expresses the good faith intentions of the Participants, is not intended to be legally binding, does not create any contractual obligations and is not enforceable by either Participant or any other party. This MOU does not create any right or benefit, substantive or procedural, enforceable by persons who are not a Participant to this arrangement, against the Participants, their officers or employees or any other person. This MOU does not direct or apply to any person other than the Participants.

All commitments made by the Participants in this MOU are subject to the availability of resources as appropriate. Nothing in this MOU, in and of itself, obligates the EPA to expend appropriations or to enter into any contract, assistance agreement, interagency agreement or incur other financial obligations that may be inconsistent with respective Agency budget priorities. Similarly, nothing in this MOU obligates WHO to provide any funds to, or enter into any agreement with, any organization, firm or individual.

Neither Participant intends to submit a claim for compensation for services rendered to the other Participant in connection with any activities it carries out in furtherance of this MOU unless such a claim is authorized by a separate written agreement between the two Participants.

Any transaction undertaken by the EPA involving reimbursement or contribution of funds between the Participants to this MOU is expected to be handled by the EPA in accordance with applicable laws, regulations and procedures under separate written arrangements or agreements between the Participants. All activities and transactions (including, without limitation, those involving reimbursement or contribution of funds between the Participants) undertaken by WHO are expected to be handled in accordance with the mandate provided under the internal rules, regulations and procedures of WHO.

Section 7
Commencement of Activities, Duration, Termination and Modifications

Activities under this MOU may commence upon the signature of the Participants and continue for a period of five years. This MOU may be modified, and the timeframe for activities under this MOU extended, for similar five year period(s) at any time through the mutual written consent of the Participants. Either Participant may discontinue its participation in this MOU at any time by giving written notice to the other Participant. Unless otherwise decided, the discontinuation of this MOU does not affect the validity of the activities carried out pursuant to this MOU that have been initiated prior to, but not completed at the time of, such discontinuation. This Memorandum replaces the 2002 Memorandum of Understanding signed September 3, 2002, the latter of which is terminated effective as of the signature of this Memorandum by both Participants.

Section 8
Settlement of Disputes

In the unlikely event that any difference arises in the interpretation or application of this nonbinding MOU, the Participants intend to resolve such difference through direct and amicable negotiations between the Assistant Administrator for International and Tribal Affairs of the EPA and the Assistant Director-General of WHO responsible for the Department of Public Health, Environmental and Social Determinants of Health.

Signed at the District of Columbia on September 28, 2016, in duplicate, in the English language.



Gina McCarthy
Administrator
U.S. Environmental Protection Agency



Dr. Margaret Chan
Director-General
World Health Organization