

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE ENVIRONMENTAL PROTECTION AGENCY
OF THE UNITED STATES OF AMERICA**

AND

**THE MINISTRY OF THE ENVIRONMENT AND FORESTRY
OF THE REPUBLIC OF INDONESIA**

ON

ENVIRONMENTAL COOPERATION

The Ministry of the Environment and Forestry of the Republic of Indonesia (“MOEF”) and the Environmental Protection Agency of the United States of America (“EPA”); (hereinafter referred to as “the Participants”):

ACKNOWLEDGING the serious human health and environmental risks associated with climate change, and the environmental benefits that can derive from effectively addressing climate change, including through implementation of the Paris Agreement;

RECOGNIZING the adverse impacts of climate change and environmental degradation are felt most acutely by those segments of national populations that are already in vulnerable situations;

DESIRING to strengthen environmental cooperation that is of mutual interest and benefit to the Participants, on the basis of equality;

CONSIDERING the Agreement between the government of the United States of America and the government of the Republic of Indonesia on Scientific and Technological Cooperation, signed at Jakarta 29 March 2010;

NOTING the Participants intend to engage in a general program of cooperation for mutual benefit and to promote exchange of information, enhance capacity building and cooperation in the field of environmental protection and sustainably utilizing natural resources; and

FURTHER DESIRING to build on and benefit from the existing strong relationship between the two governments, based on a foundation of similar environmental protection values and goals;

Have reached the following understandings:

Section 1 OBJECTIVE

The objective of this Memorandum of Understanding (“MOU”) is to promote bilateral cooperation in the field of environmental cooperation based on mutual interest and benefit.

Section 2 FRAMEWORK

Cooperative activities under the MOU are intended to be conducted in accordance with the applicable laws and regulations of the Participants.

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:

1. Climate change mitigation and adaptation, including methane abatement and greenhouse-gas emissions inventory development/refinement.
2. Development, implementation, compliance and enforcement of environmental law.
3. Hydrofluorocarbon phasedown strategy.
4. Circular economy approaches, including management of hazardous waste, non- hazardous waste and solid waste. This could include a technical consultation regarding the effectiveness evaluation of the Minamata Convention.
5. Environmental pollution and degradation, including:
 - a. Air quality (including indoor air pollution); and
 - b. Water quality (including drinking water).
6. Environmental education and public awareness.
7. 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. The Participants may cooperate bilaterally and, where appropriate, on a regional or multilateral basis. Cooperation under this MOU may include but is not limited to:

1. Transfer or exchange of technical and governance information in the field of environmental protection;
2. Joint organization of symposiums, seminars, workshops and training;
3. Joint consultation;
4. Study tours and exchanges;
5. Joint publications; and
6. Joint projects to demonstrate environmental management approaches.

Section 5 IMPLEMENTATION

1. To facilitate cooperation under this MOU, the Participants intend to establish a Joint Consultative Working Group (hereafter referred to as "JCWG") and a Joint Technical Working Group (hereafter referred to as "JTWG"):

a. The JCWG should be composed of senior officials from each Participant, and is responsible for:

- Coordinating and facilitating cooperative activities under the MOU;
- Conducting dialogue on strategic issues to strengthen the environmental cooperation under this MOU;
- Monitoring, reviewing, and evaluating progress on the implementation of this MOU; and
- Meeting periodically, as mutually determined by the Participants.

b. The JTWG should be composed of technical officials of the Participants, and is responsible for:

- Conducting technical meetings;
- Supporting the JCWG, as appropriate; and
- Developing a workplan identifying specific cooperative activities to implement this MOU for adoption by mutual consent of the Participants.

2. The Participants intend to encourage the engagement and participation of relevant stakeholders (such as universities, other government agencies and industry) in cooperative activities under this MOU, as mutually determined by the Participants.

Section 6 FUNDING

1. 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 obligates MOEF or the U.S. EPA to expend appropriations or to enter into any contract, assistance agreement, interagency agreement or incur other financial obligations.

2. 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.

3. Any transaction involving reimbursement or contribution of funds between the Participants to this MOU are to be handled in accordance with applicable laws, regulations and procedures under separate written arrangements.

Section 7
INTELLECTUAL PROPERTY AND INFORMATION SECURITY

1. Any intellectual property, confidential information or other materials owned by the Participants and provided by one Participant to the other while engaged in the activities covered by this MOU are intended to be governed by the laws applicable to each Participant.
2. The Participants do not intend to disclose to non-Participants any information exchanged as part of the activities covered by this MOU that is claimed as confidential unless such disclosure is required by the laws applicable to each Participant.
3. It is not anticipated that any intellectual property will be created or furnished during activities covered under this MOU. If intellectual property is created jointly by the Participants during cooperative activities conducted under this MOU, such intellectual property shall be jointly owned to the extent permissible by applicable laws and regulations of the Participants. The Participants intend to enter into separate agreements governing the allocation, licensing and protection of rights to any such intellectual property, pursuant to the laws applicable to the Participants.
4.
 - a. The Participants are entitled to use data and information obtained during activities covered under this MOU to the extent permissible by applicable law. Such data and information may be mutually exchanged between the Participants.
 - b. Neither Participants shall transfer any data or information obtained in the implementation of this MOU to any third parties without the prior written consent of the other Participant, unless otherwise required by the laws applicable to each Participant.
 - c. Each Participant will disclose to the other Participant the content of any publication due to be issued based on the cooperative activities under this MOU and will obtain the written consent of the other Participant before it is published.

Section 8
RESOLUTION OF DIFFERENCES

Any difference of opinion between the Participants concerning the interpretation or application of this MOU is intended to be settled through consultation between the Participants.

Section 9
MODIFICATION

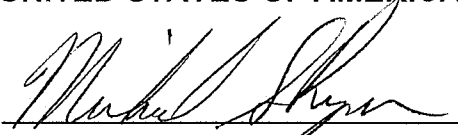
This MOU may be modified at any time in writing by mutual consent of the Participants. Any modifications are intended to apply on a date to be determined jointly by the Participants.

**Section 10
FINAL PROVISIONS**

1. This MOU is a voluntary arrangement that expresses the good faith intentions of the Participants, is not intended to be legally binding and does not create any contractual obligations. This MOU does not create any right or benefit, substantive or procedural, enforceable by law or equity, against either Participant, their officers or employees or any other entity or person.
2. This 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 written consent of the Participants.
3. 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.

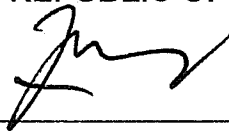
SIGNED at Jakarta this 5th day of April 2023 in duplicate, in the English and Indonesian languages. In case of any divergence, the English text prevails.

**FOR THE ENVIRONMENTAL
PROTECTION AGENCY OF THE
UNITED STATES OF AMERICA**



Michael S. Regan
Administrator

**FOR THE MINISTRY OF THE
ENVIRONMENT AND FORESTRY OF
THE REPUBLIC OF INDONESIA**



Siti Nurbaya Bakar
Minister