



## **MEMORANDUM OF UNDERSTANDING**

#### **BETWEEN**

# THE DEPARTMENT OF THE INTERIOR OF THE UNITED STATES OF AMERICA AND

THE ISRAEL NATURE AND PARKS AUTHORITY
ON

COOPERATION AND EXCHANGE ON
BIODIVERSITY CONSERVATION, PROTECTED AREAS, AND
CULTURAL AND HISTORICAL HERITAGE

The Department of the Interior of the United States of America (DOI) and the Israel Nature and Parks Authority (INPA), hereinafter the Participants,

- **Recognizing** the mutual interest of DOI and INPA in the management of the protected areas and protected species that are under each Participant's respective jurisdiction, with the purpose of conserving biodiversity as well as cultural and historical heritage;
- **Recalling** that both Participants face challenges in the protection of natural ecosystems and species from the impacts of human development, an everchanging climate, and other stressors;
- Acknowledging the multiple environmental, economic, and social benefits and costs from the activities associated with both human development and protecting and maintaining ecosystems as well as cultural and historical heritage;
- Noting the mutual interest in establishing effective relationships between DOI and INPA focused on scientific investigations, management of natural ecosystems, cultural and historical heritage, and cooperation in education and outreach; and
- **Considering** the international agreements that support environmental conservation and scientific cooperation to which each Participant's country is a Party, such as the:

- Convention on Wetlands of International Importance Especially as Waterfowl Habitat, done at Ramsar on February 2, 1971 (Ramsar Convention);
- Convention Concerning the Protection of the World Cultural and Natural Heritage, done at Paris on November 23, 1972;
- Convention on International Trade in Endangered Species of Wild Fauna and Flora, done at Washington on March 3, 1973 (CITES); and
- United Nations Framework Convention on Climate Change, done at New York on May 9, 1992.

Have reached the following understanding:

#### I. PURPOSE

This Memorandum of Understanding (MOU) is intended to establish a vehicle for identifying, facilitating, and strengthening cooperative bilateral activities between the Participants, on the basis of equality and mutual benefit, considering their respective goals, laws, and policies, to work jointly in matters related to the protection, management, conservation, and restoration of wild species and ecosystems as well as cultural and historical heritage.

#### II. COOPERATIVE ACTIVITIES

Cooperative bilateral activities may be carried out in the following areas to the extent they are within the Participants' respective authorities:

### A. Biodiversity and Ecosystems

Conservation, protection, management, and restoration of biodiversity, lands, and ecosystems, including, but not limited to:

- Law enforcement for environmental protection and natural resources management, including international trafficking of wild flora and fauna;
- Conservation, protection, and management of biodiversity, including migratory, endangered, and other species of mutual interest;
- Monitoring and evaluating ecosystems and species;
- Sustainable management of native species and ecosystems, and the prevention, eradication, and control of invasive species;
- Management of wildfires to sustain healthy ecosystems;
- Conservation of wetlands, coastal, and marine ecosystems;
- Mitigation of human-wildlife conflicts;
- Promotion of environmental education as well as community and public outreach and participation; and
- Inclusion of biodiversity conservation into relevant sectoral or crosssectoral plans, programs, and policies.

## B. Protected Areas and Cultural and Historical Heritage

Conservation and management of protected areas and cultural and historical heritage, including, but not limited to:

- Identification and protection of key ecological management regimes and policies concerning protected areas;
- Development of "Sister Parks" and other partnership arrangements;
- Development of mechanisms for preservation and protection of cultural and historical heritage; and
- Exchanges on experiences combating illicit taking or trade of antiquities and cultural items.

## C. International Conservation Law and Policy

Coordination and cooperation on the sustainable use, management, and restoration of biodiversity, lands, ecosystems, including, but not limited to, the international instruments referred to in the Preamble of this MOU.

## D. Management of Natural and Cultural Resources Under Varying Stressors

Sharing information and coordinating on policies and programs, including, but not limited to:

- Conservation of natural resources and ecosystems;
- Assessment of observed and potential projected impacts of environmental change on natural and cultural resources; and

Consideration of adaptive management in managing natural and cultural resources.

## E. Additional Environmental, Cultural, and Scientific Cooperation

Other items of common interest covered by this MOU and identified by the Participants.

#### III. MODALITIES OF COOPERATION

- A. The Participants intend, consistent with their respective laws and policies, for the areas of cooperation referred to in Section II of this MOU to be carried out as follows:
  - Exchange of information on voluntary and mutually decided terms
    regarding environmental policies, economic and administrative
    instruments, technologies, best practices, technical or scientific
    information with reference to the protection of the environment, or
    conservation or management of ecosystems, as well as cultural and
    historic heritage resources and sites;
  - Exchange of employees on voluntary and mutually decided terms;
  - Conducting joint projects and joint studies;
  - Holding bilateral meetings;
  - Creating ad hoc working groups;

- Promoting community and public participation in environmental and nature conservation issues;
- Conducting joint exercises on wildlife trafficking interdiction;
- Sharing information related to combating wildlife trafficking, including shipments of wildlife products suspected of being trafficked illegally; and
- Performing other joint activities identified by the Participants.
- B. The Participants may also jointly decide to explore opportunities for technical and scientific cooperation on matters covered by this MOU amongst themselves and with one or more other countries. Such cooperation may include involvement in initiatives of relevant international and regional organizations.
- C. For cooperation that is outside the scope of expertise of either Participant, or when otherwise beneficial, the Participants may, by mutual decision and consistent with their respective laws and policies, request the support and participation of other entities, including other federal agencies, agencies at other levels of government, non-governmental organizations, the private sector, and scientific and academic institutions.
- D. The Participants further expect activities and proceedings under this MOU to build upon, supplement, and support other existing cooperative structures and activities, and avoid duplication, where practical and appropriate.

## IV. COORDINATION AND PROJECT IMPLEMENTATION

For any major project or activity, the Participants may jointly prepare a specific work plan that sets forth, as appropriate, activities, actions to be taken, deadlines, points of contact, staff requirements, costs estimates, funding sources, and any other information deemed necessary.

#### V. EXPENSES

This MOU is neither a fiscal nor funds obligation document. Each Participant expects to bear the costs of its own participation in all cooperative activities carried out under this MOU unless the Participants establish other arrangements in writing. Any cost-sharing arrangement, where authorized by the laws of each Participant, may be documented by a separate instrument between the Participants. The cost of any international travel, local transportation, and room and board are expected to be borne by the visiting side or by payment to the hosting Participant, unless decided otherwise by the Participants. The funding for any cooperative projects is expected to be jointly decided upon by the Participants, subject to their respective laws and availability of appropriations.

#### VI. MEETINGS

The Participants may meet, whether in person or through other means as appropriate, at least annually, to review activities under this MOU. In determining the timing and means of such meetings, the Participants intend to coordinate as appropriate.

### VII. ENTRY AND EXIT OF PERSONNEL AND EQUIPMENT

Each Participant intends to take reasonable steps to facilitate, within applicable laws and regulations, entry into and exit from its territory of personnel and equipment, including donated surplus equipment, necessary for furtherance of the activities of this MOU.

#### VIII. INTELLECTUAL PROPERTY

Activities carried out under this MOU are not expected to involve the creation of intellectual property. Each Participant intends to notify the other if it becomes aware of circumstances in which intellectual property rights may arise. In such cases, the activity is expected to be halted or modified to the mutual satisfaction of both Participants.

#### IX. RESOLUTION OF DIFFERENCES

Any differences that may arise from the interpretation or application of the provisions of this MOU are intended to be resolved by the Participants by means of negotiations and consultations in good faith.

#### X. FINAL PROVISIONS

- A. This MOU does not create any legal obligations under international or national law, nor does it alter or affect the capacities of the Participants to execute their programs and responsibilities consistent with their respective national laws and regulations under any international agreement to which each Participant's country is a Party.
- **B.** This MOU is operational from the date of the last signature for a period of five (5) years. Prior to the end of the five-year period, the Participants intend to review the implementation, effectiveness, and provisions of this MOU, and may extend its operation for an additional 5 years by mutual written consent. At any time, a Participant may propose modifications to the MOU by mutual written consent.
- C. If a Participant intends to discontinue its cooperation under this MOU, it is expected to notify the other Participant in writing sixty (60) days in advance. Unless the Participants determine otherwise, the discontinuation of this MOU is not intended to affect the implementation of cooperative activities or specific projects initiated prior to discontinuation.
- **D**. The Participants expect all information that is shared pursuant to this MOU to be subject to their respective national laws with respect to the disclosure of such information.

**SIGNED** in duplicate, in the English language.

# FOR THE DEPARTMENT OF THE INTERIOR OF THE UNITED STATES OF AMERICA:

David L. Bernhardt, Secretary of the U.S. Department of the Interior

Signed at Washington, DC, USA

on <u>8/5/202</u>

FOR THE ISRAEL NATURE AND PARKS AUTHORITY:

Shaul Goldstein, Director-General of the Israel Nature and Parks Authority

Signed at Jerusalem, Israel

on 17 May 2020