



MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
THE INTERNATIONAL SOLID WASTE ASSOCIATION (ISWA)
AND
THE UNITED STATE ENVIRONMENTAL PROTECTION AGENCY (USEPA) TO
SUPPORT LANDFILL ACTIVITIES UNDER THE GLOBAL METHANE INITIATIVE
(GMI)

June 2011

I. Identification of the Participants

International Solid Waste Association – ISWA, Auerspergstrasse 15/41, A-1080 Vienna, Austria

United States Environmental Protection Agency – U.S. EPA, Climate Change Division, 1200 Pennsylvania Avenue, NW (6207-J), Washington, District of Columbia 20460 USA, represented by Reid Harvey, Acting Director, Climate Change Division, Office of Atmospheric Programs.

II. Background

A. Global Methane Initiative

The Global Methane Initiative (GMI or Initiative) is a multilateral initiative that unites public and private interests to advance the recovery and use of methane as a clean energy source. By engaging public and private sector partners, this initiative brings together the technical and market expertise, financing and technology necessary for project development. The Initiative seeks to develop partnerships in five major methane emissions source areas: agriculture, underground coal mines, landfills, natural gas and oil systems, and wastewater. A principal goal of these partnerships is to leverage efforts among institutions to increase awareness of opportunities, expand the availability of expertise, and advance methane mitigation.

The U.S. Environmental Protection Agency (U.S. EPA) chairs the GMI Steering Committee and hosts the Initiative's Administrative Support Group, serving to coordinate and administer GMI activities. U.S. EPA is also supporting activities that advance the development and implementation of methane recovery and use projects in developing countries. These types of activities include addressing sector and country specific barriers to projects, data development and institution building, policy assistance, feasibility assessments, and technology demonstration.

B. ISWA

ISWA is the foremost international solid waste organization working in the public interest to promote and develop professional waste management worldwide for a sustainable society.

The objectives of ISWA are to promote sustainable waste management practices worldwide through scientific, economic and social instruments. ISWA works to protect human health and the environment and to ensure sustainable resource management. ISWA is the leading international association of reference for high quality professional information and advice regarding all aspects of waste management.

1. Providing an international network, to share knowledge, data and experience in waste management.
2. Organizing expert working groups to advance knowledge and expertise.
3. Organizing professional meetings, seminars and conferences for the dissemination of information.
4. Developing education and training courses on various aspects of waste management including the initiation of a qualification and certification programme.
5. Making available the results of state-of-the-art developments, experience, research and best practices through high quality, professional publications.
6. Cooperating with the National Members of ISWA, as well as with International organizations and institutions whose goals and activities are related to ISWA's objectives.
7. Promoting and strengthening sustainable waste management practices in developing countries.

C. U.S. EPA and ISWA – Cooperation to Date

U.S. EPA and ISWA share common goals of environmental protection and an integrated approach to solid waste management. More recently, through participation with the Global Methane Initiative, U.S. EPA and ISWA have co-hosted workshops, trainings, and provided informal review and technical assistance on GMI activities. This *ad hoc* collaboration to date lays the groundwork for a more formal and organized approach to future cooperation.

III. General Areas for Collaboration

Intended general areas for collaboration include:

- Coordinating training activities and workshops.
- Promoting greenhouse gas reduction, mitigation and energy recovery from the waste sector.
- Building capacity on landfill gas capture and utilization in ISWA-GMI partner countries.
- Providing critical support, feedback, and review of tools, reports and guidance that may serve to further the above mentioned areas.

More specifically, under this MOU, U.S. EPA and ISWA intend to provide the following support:

- Cooperation and support of at least one biennial beacon conference and one annual workshop dealing with climate and waste issues, greenhouse gas mitigation, landfill gas capture and utilization, and energy from the waste sector.
- Participation in the landfill working group, the energy recovery working group and ISWA congresses.
- Provide access to professional networks, working groups, and members for information exchange and capacity building.
- Collaboration on tools that promote and support landfill gas capture and utilization for energy projects including the upcoming International Best Practices for Landfill Gas Energy Handbook, the State of the Nation Report or other tools such as models and inventories.
- Promotion of landfill gas mitigation, capture, and utilization opportunities and energy recovery from waste sector.

IV. Limitations

This MOU does not represent any commitment with regard to funding, hiring, or any other activities on the part of the Parties. Any such commitment shall be reflected in separate arrangements that may be entered into by the Parties under their respective policies, procedures, and any applicable laws and regulations. Furthermore, this MOU shall not represent any commitment on the part of either Party to give preferred treatment to the other in any matter contemplated under this MOU or otherwise.

As required by the Antideficiency Act, 31 U.S.C. 1341 and 1342, all commitments made by U.S. EPA in this MOU are subject to the availability of appropriated funds. Nothing in this MOU, in and of itself, obligates U.S. EPA to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or incur other financial obligations that would be inconsistent with Agency budget priorities. ISWA agrees not to submit a claim for compensation for services rendered to U.S. EPA in connection with any activities it carries out in furtherance of this MOU. This MOU does not exempt ISWA from U.S. EPA policies governing competition for assistance agreements. Any transaction involving reimbursement or contribution of funds between the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures under separate written agreements.

Under Federal ethics rules, U.S. EPA may not endorse products or services provided by private entities. Nothing in this MOU constitutes an endorsement by either party of the products, services, and/or fundraising activities of the other. ISWA agrees not to make statements to the public at workshops and meetings, promotional literature, on its web site or through any other media that imply that U.S. EPA endorses ISWA or any service or product offered by ISWA. In addition, ISWA agrees not to make statements that imply that U.S. EPA supports ISWA's efforts to raise public or private funds. Any statements or promotional materials prepared by ISWA that describe this MOU must be approved in advance by U.S. EPA.

Any exchange of information between ISWA and U.S. EPA shall be subject to their respective policies, procedures, and any applicable laws and regulations regarding the disclosure of information. To carry out the joint activities described in the MOU, ISWA may need to disclose proprietary information to U.S. EPA. Proprietary information is defined as information that an affected business claims to be confidential and is not otherwise available to the public. ISWA agrees to clearly identify confidential business information disclosed to U.S. EPA in writing; and to clearly memorialize in writing, within a reasonable time, any confidential information initially disclosed orally. U.S. EPA agrees not to disclose, copy, reproduce or otherwise make available in any form whatsoever to any other person, firm, corporation, partnership, association or other entity information designated as proprietary or confidential information without consent of ISWA except as such information may be subject to disclosure under the Freedom of Information Act (5 U.S.C. 552), and EPA's regulations at 40 C.F.R. Part 2, or as otherwise authorized by law.

The parties agree that any copyrightable subject matter, including but not limited to journal articles, training, educational or informational material or software, created jointly by the parties from the activities conducted under the MOU may be copyrighted by ISWA. ISWA hereby grants to the government a royalty-free, nonexclusive, irrevocable right to reproduce, distribute, make derivative works, and publish or perform the work(s) publicly, or to authorize others to do the same on its behalf.

The parties agree that any patented invention created by ISWA pursuant to the terms of this MOU will be jointly owned by the parties regardless of inventorship, unless an alternative agreement indicates otherwise. These and any other activities pursued between the Parties shall be subject to the respective internal objectives, functions, policies, authorizations and procedures of each of the Parties.

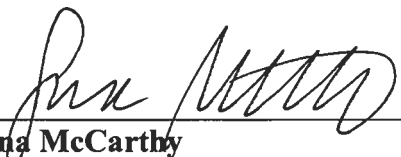
V. Effectiveness, Amendment, Termination and Other Matters

This MOU is to take effect upon the signature of the parties and remain in effect indefinitely. This MOU may be extended or modified, at any time per the mutual written consent of the parties. Additionally, a party may terminate its participation in this MOU at any time by providing written notice to the other party, at least 30 days in advance of the desired termination date.

The parties may make this MOU publicly available subject to the parties' policies and procedures with respect to the disclosure of information.

**INTERNATIONAL SOLID WASTE UNITED STATES ENVIRONMENTAL
ASSOCIATION PROTECTION AGENCY – U.S. EPA
WASHINGTON, DC**

Jeff Cooper
President, ISWA



Gina McCarthy
**Assistant Administrator for Air and
Radiation**

Date: _____

Date: 5/25/11

