

STATEMENT OF INTENT BETWEEN
THE FLANDERS ENVIRONMENT AGENCY,
THE PUBLIC WASTE AGENCY OF
FLANDERS, AND THE DEPARTMENT OF
ENVIRONMENT AND SPATIAL
DEVELOPMENT OF FLANDERS, BELGIUM
AND
THE UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY, OFFICE OF
ENFORCEMENT AND COMPLIANCE
ASSURANCE

The Flanders Environment Agency (VMM), Public Waste Agency of Flanders (OVAM), and Department of Environment and Spatial Development of Flanders, Belgium, represented by the Flemish Minister of Justice and Enforcement, Environment, Energy and Tourism, and the United States Environmental Protection Agency, Office of Enforcement and Compliance Assurance (hereinafter referred to as the Participants) aim to improve institutional capacity through cooperation and the exchange of publicly available information on environmental enforcement and compliance assurance issues related to fluorocarbons and other related chemicals by:

Recognizing the common environmental challenges facing both countries and the importance of bilateral cooperation to address fluorocarbon chemical issues;

Acknowledging the opportunity for Participants and communities to gain from enhanced cooperation; and,

Resolving to build on and benefit from the strong relationship between the Participants, based on a foundation of similar environmental compliance and public health values and goals.

The Participants have reached the following understanding regarding cooperation:

Section 1: Objective

The objective of this Statement of Intent (SOI) is to promote bilateral cooperation, as appropriate, on critical environmental enforcement and compliance assurance issues of mutual interest.

Section 2: Framework

Cooperative activities under this SOI are intended to be conducted in accordance with the applicable laws and regulations of the Participants. Any activities that the Participants intend to carry out are subject to the respective internal objectives, functions, funding, policies, and procedures of the Participants.

This SOI is not an international agreement and does not give rise to any legal rights or obligations.

Section 3: Areas of Cooperation

Specific areas of cooperation on information sharing related to environmental enforcement and compliance assurance:

- Addressing fluorocarbons and other related chemicals as they relate to enforcement and compliance of water issues, including wastewater, wastewater treatment, permit exceedances, water and wastewater reuse, stormwater, and other non-point water pollution, drinking water, protection of aquifers, and river restoration;
- Building capacity on fluorocarbons and related chemicals, waste management and soil remediation, including innovative approaches to clean up, and to revitalize contaminated sites;
- Enhancing air quality management, including prevention, abatement, monitoring, modeling, and exchange of technical tools and approaches regarding fluorocarbons and other related chemicals;
- Promoting environmental enforcement and compliance assurance, including public participation in environmental areas of interest, when appropriate;
- Promoting innovation through enforcement and compliance assurance with respect to fluorocarbons and related chemicals and environmental treatments and technologies;
- Enhancing the use of digital technologies and capabilities for effective fluorocarbon and related chemicals enforcement, monitoring, as well as public notice and information sharing; and,
- Other areas pertaining to fluorocarbon and related chemicals enforcement and compliance assurance issues as identified by the Participants.

Section 4: Forms of Cooperation

The Participants intend to cooperate bilaterally in the exchange of publicly available, non-privileged information and enforcement and compliance assurance experiences regarding fluorocarbons and other related chemicals. This SOI establishes the framework for possible future collaboration subject to mutual consent and available resources. Cooperation under this SOI may include, but is not limited to:

- Policy dialogues;
- Transfer or exchange of technical information;
- Projects to demonstrate improved environmental management approaches;
- Participation and/or organization of symposia, conferences, seminars, workshops, and training courses;
- Study tours and visitor exchanges;
- Publications and cooperative research; and
- Other forms of cooperation as mutually determined by the Participants.

Section 5: Implementation

The Participants may develop a workplan to implement this SOI. This workplan may describe specific cooperative activities and the provisions under which they are intended to be conducted. Subsequently the participants may set up an adequate coordination and governance structure to monitor and enhance the workplan.

The Participants may encourage and facilitate the engagement and participation of relevant stakeholders, such as research organizations, including universities, government agencies, and local communities, as appropriate, in cooperative activities under this SOI as mutually determined by the Participants.

Each Participant intends to designate a principal representative who, at such times as the Participants mutually determine, can meet to review the activities under this SOI and develop proposals for future activities, as appropriate.

Section 6: Funding

The Participants recognize that collaboration under this SOI does not represent a commitment of funds, personnel, or other resources. Additionally, collaboration under this SOI is subject to the availability of appropriated funds that are deemed necessary. Nothing in this SOI, in and of itself, obligates the Participants to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or incur other financial obligations. The Participants intend for no claims of compensation for services rendered in connection with activities carried out in furtherance of this SOI to be submitted by one Participant to the other.

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

Section 7: Intellectual Property and Security

Furnishing of materials under this SOI is governed by each Participant's applicable laws and does not affect the allocation of any intellectual property rights in such materials. In the event that intellectual property is created in the course of cooperative activities under this SOI, the Participants intend to enter into arrangements and/or agreements governing the allocation and protection of rights to such intellectual property and in accordance with applicable intellectual property law.

The Participants do not intend that any information or equipment requiring protection in the interest of national defense or foreign relations and classified in accordance with applicable national laws and regulations be provided under this SOI.

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 SOI, the Participants intend to immediately bring the matter to the attention of the appropriate officials, and to identify appropriate security measures to be mutually determined by the Participants, in writing, and applied to this information and/or equipment.

Further, the Participants intend that no unclassified information, which requires protection because it is controlled but unclassified or otherwise sensitive in nature under applicable national laws and policy, be disclosed under this SOI.

Section 8: Modification and Interpretation

This SOI may be modified by mutual consent of the Participants. Any modifications are intended to apply on such a date to be determined jointly by the Participants.

Section 9: Final Provisions

This SOI 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 SOI 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.

The present SOI is intended to become effective on the date of its signing and remain effective for a term of 3 (three) years; at the end of such term, the Participants may, by mutual consent, extend the term of the SOI.

Either Participant may discontinue its cooperation under this SOI at any time by giving the other Participant a written notification thirty (30) days in advance of its decision to discontinue this SOI.

The discontinuation of this SOI is not intended to affect any programs and activities carried out prior to such discontinuation, unless otherwise decided by the Participants.

Signed at Washington, D.C. this day of August 23, 2022.



LAWRENCE E. STARNFIELD,
ACTING ASSISTANT ADMINISTRATOR,
OFFICE OF ENFORCEMENT AND
COMPLIANCE ASSURANCE,
U.S. ENVIRONMENTAL PROTECTION
AGENCY



THE HONORABLE ZUHAL DEMIR,
MINISTER OF JUSTICE AND
ENFORCEMENT, ENVIRONMENT,
ENERGY AND TOURISM OF
FLANDERS, BELGIUM

OVAM, AS RIGHTFULLY
REPRESENTED BY THE HONORABLE
ZUHAL DEMIR, MINISTER OF JUSTICE
AND ENFORCEMENT, ENVIRONMENT,
ENERGY AND TOURISM OF
FLANDERS, BELGIUM

VMM, AS RIGHTFULLY REPRESENTED
BY THE HONORABLE ZUHAL DEMIR,
MINISTER OF JUSTICE AND
ENFORCEMENT, ENVIRONMENT,
ENERGY AND TOURISM OF
FLANDERS, BELGIUM

DEPARTMENT OF ENVIRONMENT AND
SPATIAL DEVELOPMENT OF
FLANDERS, AS RIGHTFULLY
REPRESENTED BY THE HONORABLE
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