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Agreement on Environmental Cooperation among the Governments of the United States of America, the United Mexican States, and Canada

The Government of the United States of America, the Government of the United Mexican States, and the Government of Canada (collectively the “Parties”);

CONVINCED of the importance of the conservation, protection and enhancement of the environment in their territories, together with the sustainable management and use of natural resources, in achieving sustainable development;

RECOGNIZING the unique environmental, economic, and social links among them, including under the *Agreement between the United States of America, the United Mexican States, and Canada* (the USMCA) and its environmental goals and objectives;

EMPHASIZING the importance of green growth, including its economic, health and environmental benefits, in achieving a competitive and sustainable North American economy;

RECALLING the importance of public participation that is inclusive and diverse;

AFFIRMING the long history of environmental cooperation between the Parties under the *North American Agreement on Environmental Cooperation*, signed at Mexico City, Washington, D.C., and Ottawa, September 8, 9, 12, and 14, 1993, (the NAAEC) and expressing their desire to build on this engagement; and

CONVINCED of the importance of the Commission for Environmental Cooperation (Commission) and of the benefits of a continued framework to facilitate environmental cooperation;

Have agreed as follows:

PART ONE: OBJECTIVES

Article 1: Objectives

The objectives of this Agreement are to:

- (a) seek ways to modernize and enhance the effectiveness of environmental cooperation between the Parties, building upon their long history of environmental cooperation;
- (b) use environmental cooperation as a means to promote mutually supportive trade and environment policies, including by supporting implementation of the environmental goals and objectives of the USMCA;
- (c) strengthen cooperation between the Parties to conserve, protect, and enhance the environment and address environmental challenges and priorities;
- (d) promote cooperation on and public participation in the development of environmental laws, regulations, procedures, policies, and practices; and
- (e) strengthen cooperation related to compliance with, and enforcement of, environmental laws and regulations.

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PART TWO: COMMISSION FOR ENVIRONMENTAL COOPERATION

Article 2: The Commission for Environmental Cooperation

1. The Parties shall continue to participate in the Commission, originally established under the NAAEC. The Parties hereby agree to continue the operation of the Commission in accordance with this Agreement.
2. The Commission shall comprise a Council, a Secretariat, and a Joint Public Advisory Committee.
3. The Commission will continue to operate under the modalities in place as of entry into force of this Agreement, including its rules, policies, guidelines, procedures, and resolutions, to the extent these modalities are consistent with this Agreement. The Council shall adjust, as required, these modalities to reflect and implement the provisions of this Agreement. If there is an inconsistency between these modalities and the provisions of this Agreement, the provisions of this Agreement shall prevail.
4. Any submission made pursuant to Article 14 of the NAAEC and not concluded as of entry into force of this Agreement shall continue in accordance with the procedures established under Articles 14 and 15 of the NAAEC, unless the Council decides otherwise.

Article 3: Council Structures and Procedures

1. The Council shall comprise cabinet-level or equivalent representatives responsible for environmental affairs of the Parties, or their designees. Each Party shall designate an office or offices to carry out the work of the Council.
2. The Council shall convene:
 - (a) in regular session, held at least once a year, unless the Council decides otherwise; and
 - (b) in a special session at the request of any Party.
3. Regular sessions of the Council shall be chaired successively by each Party, rotating annually, and shall meet in the country of the representative that is chairing the Council, unless the Council decides otherwise.
4. The Council shall hold public meetings in the course of all regular sessions. Other meetings held in the course of regular or special sessions shall be public where the Council so decides.
5. The Council may also conduct its official work through other means, such as video conferences, conference calls, and electronically.
6. The Council may:
 - (a) establish and assign responsibilities to *ad hoc* or standing committees, working groups or expert groups;
 - (b) seek the advice of non-governmental organizations or persons, including independent experts; and
 - (c) take other action in the exercise of its functions as the Parties may decide.
7. The Council shall take all decisions and recommendations by consensus, except as the Council may otherwise decide or as otherwise provided for in this Agreement.

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8. All decisions and recommendations of the Council shall be made publicly available, except as the Council may otherwise decide or as otherwise provided for in this Agreement.

Article 4: Council Functions

1. The Council shall be the governing body of the Commission and shall:
 - (a) serve as a forum for the discussion of, and collaboration on, environmental matters within the scope of this Agreement;
 - (b) oversee the implementation of this Agreement and develop recommendations on the further elaboration of this Agreement;
 - (c) oversee the Secretariat and direct and approve its activities;
 - (d) address questions and differences that may arise between the Parties regarding the interpretation or application of this Agreement;
 - (e) approve the annual budget of the Commission;
 - (f) promote, facilitate, and provide guidance on how to enhance cooperation amongst the Parties with respect to environmental matters;
 - (g) establish strategic priorities for cooperative activities;
 - (h) develop and approve a Work Program, as described in Article 10, in accordance with strategic priorities established under sub-paragraph (g);
 - (i) examine and evaluate cooperative activities;
 - (j) consider and develop recommendations regarding transboundary and border environmental issues;
 - (k) consider and develop recommendations on any other environmental topic as the Council may decide;
 - (l) provide instruction to the Secretariat with respect to the preparation and publication of factual records in accordance with Article 24.28 (Factual Records and Related Cooperation) of the Environment Chapter of the USMCA;
 - (m) consider cooperation relevant to the topics addressed in factual records resulting from submissions on enforcement matters under the Environment Chapter of the USMCA; and
 - (n) promote the visibility of the Commission.
2. The Council shall undertake a review of the implementation of this Agreement with a view to improving its operation and effectiveness within five years of the entry into force of this Agreement, and thereafter as decided by the Council.
3. The Council may instruct the Secretariat to prepare a report on the state of the environment in North America. The Council may also develop recommendations on approaches and common indicators for such a report.
4. In discharging its functions, the Council may periodically exchange information with the Environment Committee established under Article 24.26.2 (Environment

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Committee and Contact Points) of the Environment Chapter of the USMCA. The Council may consider the input it receives from the Environment Committee regarding the implementation of that Chapter under Article 24.26.3(b).

5. The Parties recognize the importance of resource efficiency in the implementation of the Agreement and the desirability of using new technologies to facilitate the work of the Commission, including cooperative activities.

Article 5: Secretariat Structure and Procedures

1. The Secretariat shall be headed by an Executive Director, chosen by the Council for a three-year term, which may be renewed by the Council.
2. The Executive Director shall appoint and supervise the staff of the Secretariat, regulate their powers and duties, and fix their remuneration in accordance with rules of employment established by the Council. The rules of employment shall provide that:
 - (a) staff shall be appointed and retained, and their conditions of employment shall be determined, strictly on the basis of efficiency, competence, and integrity;
 - (b) due regard shall be paid to the importance of recruiting a diverse pool of applicants, including with respect to gender balance, and an equitable proportion of the professional staff from among the nationals of each Party; and
 - (c) the Executive Director shall inform the Council of all appointments.
3. The Council may decide, by a two-thirds vote, to reject any appointment that does not meet the rules of employment. Any such decision shall be made and held in confidence.
4. The Secretariat shall provide technical, administrative, and operational support to the Council and to committees and groups established by the Council, and other support as the Council may direct.
5. The Secretariat shall carry out the functions prescribed for it under Articles 24.27 (Submissions on Enforcement Matters) and 24.28 (Factual Records and Related Cooperation) of the Environment Chapter of the USMCA.
6. The Executive Director shall submit for the approval of the Council the annual budget of the Commission, including provision for proposed cooperative activities and for the Secretariat to respond to contingencies.
7. The Secretariat shall coordinate and facilitate environmental cooperation between and among the Parties as directed by the Council.

Article 6: The Joint Public Advisory Committee

1. The Joint Public Advisory Committee shall comprise nine members, unless the Council decides otherwise, with an equal number of nationals appointed by each Party. The Joint Public Advisory Committee shall choose its own chair. Each member shall have a four-year term with the possibility of an additional term decided by the Party appointing the member.
2. Each Party shall seek to promote membership from a diverse pool of candidates, including with respect to gender balance, and considering representatives from all segments of each Party's society, including non-governmental organizations, academia, the private sector, indigenous peoples, private citizens, and youth.

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3. The Joint Public Advisory Committee shall convene in person or by technological means as appropriate at the time of the regular session of the Council and at such other times as the Council, or the Committee's chair with the consent of a majority of its members, may decide.
4. The Joint Public Advisory Committee may provide advice to the Council on matters within the scope of this Agreement, and may perform such other functions as the Council may direct.
5. The Joint Public Advisory Committee, in coordination with the Secretariat, shall help promote and enhance public participation in the implementation of this Agreement.
6. The Joint Public Advisory Committee shall, in consultation with the Council, develop an annual plan of activities.

Article 7: Official Languages

English, French, and Spanish shall be the official languages of the Commission.

Article 8: Annual Report of the Commission

1. The Secretariat shall prepare an annual executive report to the Council on the activities of the Commission in accordance with instructions from the Council. This report shall be made publicly available.
2. The report shall cover:
 - (a) outcomes of cooperative activities during the previous year;
 - (b) expenses of the Commission;
 - (c) outcomes of Joint Public Advisory Committee activities; and
 - (d) any other matter that the Council instructs the Secretariat to include.

PART THREE: COOPERATION

Article 9: Modalities and Forms of Cooperation

Cooperation developed under this Agreement may occur through activities such as:

- (a) the exchange of delegations, professionals, technicians, and specialists from the academic sector, nongovernmental organizations, private sector, and governments, including through study visits to strengthen the development, implementation, and assessment of environmental and natural resource policies, practices, and standards;
- (b) the organization of conferences, seminars, workshops, meetings, training sessions, and outreach and education programs;
- (c) the development of programs, projects, and activities, including technological and practical demonstrations, applied research projects, studies, and reports;
- (d) the facilitation of partnerships, linkages, or other new channels, for the development and transfer of knowledge and technologies among representatives from academia, private sector, indigenous peoples and local communities, intergovernmental and nongovernmental organizations, and national and subnational governments to promote the development and exchange of best practices, and environmental information and data likely to be of interest to the Parties, and capacity building;

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- (e) the collection, publication and exchange of information on environmental policies, laws, standards, regulations, indicators, national environmental programs and compliance and enforcement mechanisms; and
- (f) any other form of environmental cooperation as the Parties may decide.

Article 10: Work Program

1. The Council shall develop and approve strategic priorities of the Commission. The Council shall take into account, as appropriate, commitments under the Environment Chapter of the USMCA, the results of any regional state of the environment reporting, public input; and international, regional, and national environmental efforts.
2. The Council shall define the Work Program, establishing specific goals, objectives, and areas for cooperation. The Work Program may include short-, medium- and long-term cooperative activities in areas such as:

Strengthening environmental governance

- (a) enhancing environmental compliance and effective enforcement of environmental laws;
- (b) addressing issues of mutual interest related to multilateral environmental agreements;
- (c) promoting public participation in environmental and natural resources observation, decision-making, protection, and enforcement of laws, including through public access to information;
- (d) strengthening capacity to respond to natural disasters, environmental emergencies, and extreme weather events;
- (e) promoting pollution prevention techniques and strategies, and, where appropriate, the internalization of environmental costs and accountability for environmental harms;
- (f) promoting the development and implementation of laws and policies that provide for high levels of environmental protection, including consideration of regional approaches to state of the environment indicators;
- (g) strengthening cooperation on environmental impact assessments of proposed transboundary projects;

Reducing pollution and supporting strong, low emissions, resilient economies

- (h) reducing pollution in the marine environment, including ship-related pollution and marine litter;
- (i) protecting the ozone layer, including by controlling the production and consumption of, and trade in, ozone depleting substances;
- (j) addressing transboundary environmental issues and promoting clean air, clean water, and clean soil;
- (k) the restoration and conservation of soils;
- (l) the sound management of chemicals and waste, including transboundary movements of hazardous waste, and the lifecycle management of, and trade in, reusable, recoverable, and recyclable materials;

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- (m) promoting energy efficiency; development of cost-effective, low emissions technologies; all clean, efficient energy sources that enhance energy security; market mechanisms; sustainable transport and sustainable urban infrastructure development; addressing deforestation and forest degradation; emissions monitoring; low emissions, resilient development; and sharing of information and experiences in addressing these issues;

Conserving and protecting biodiversity and habitats

- (n) the conservation, protection and sustainable management of wild flora and fauna and their habitats, and specially protected marine, coastal, and terrestrial natural areas, as well as buffer zones and corridors;
- (o) exchanging information and experiences related to the mainstreaming of biodiversity across relevant sectors of the economy;
- (p) the conservation and protection of shared species, including migratory birds and their habitat;
- (q) combating wildlife trafficking, including cooperation to prevent the illegal take of, and trade in, wild fauna and flora through the exchange of experiences in the implementation of Article 24.22.5 and 24.22.6 (Conservation and Trade) of the Environment Chapter of the USMCA;
- (r) preventing, controlling, and eradicating invasive alien species, including aquatic invasive species, and addressing their adverse impacts;

Promoting the sustainable management and use of natural resources

- (s) the conservation and sustainable management of forests, including addressing deforestation and forest degradation;
- (t) sustainable fisheries management and the long-term conservation of marine species, including addressing vessel noise and its impact on marine mammals;
- (u) addressing land degradation and desertification;
- (v) combating illegal logging and illegal, unreported, and unregulated fishing;
- (w) the environmental, economic, and social dimensions of sustainable aquaculture and agriculture;

Supporting green growth and sustainable development

- (x) developing and promoting incentives to improve environmental protection, including market mechanisms and other flexible and voluntary mechanisms;
 - (y) promoting cleaner production and facilitating actions to remove barriers to trade or investment in environmental goods and services to address global environmental challenges;
 - (z) promoting resource and energy efficiency, including sustainable materials management, alternative and renewable energy sources, clean innovation and entrepreneurship; and
 - (aa) promoting sustainable production and consumption, including reducing food loss and food waste.
3. In developing and submitting cooperative activities for Council approval, the Secretariat should develop and include appropriate performance measures and indicators to assist in examining and evaluating the progress of specific cooperative activities.

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4. The Council may instruct the Secretariat to develop recommendations on how best to consider gender and diversity effects and opportunities in the implementation of the Work Program.
5. In order to avoid duplication and to complement ongoing and future environmental cooperation undertaken outside the context of this Agreement, the Council shall endeavor to develop the Work Program in a manner compatible with existing mechanisms among the Parties and the environmental work of other organizations and initiatives in which the Parties have an interest.

Article 11: Opportunities for Public Participation

1. In defining the Work Program, the Council shall, as appropriate, provide for and promote outreach and public participation in the development, implementation, and monitoring of the activities and projects contemplated in the Work Program, including consideration of indigenous perspectives.
2. Each Party shall solicit and take into account, as appropriate, the views of its public with respect to the Work Program and should review and respond to such communications, in accordance with its laws, regulations, and procedures. Each Party shall make these communications available to the other Parties and to the public in accordance with its laws, regulations, and procedures.
3. Each Party shall make use of existing, or establish new, consultative mechanisms, for example national advisory committees, to seek views on matters related to the implementation of this Agreement. These mechanisms may provide for the participation of persons with relevant experience, as appropriate, including experience in business, natural resource conservation and management, or other environmental matters.
4. The Council shall encourage and facilitate, as appropriate, direct contacts and cooperation among government agencies, multilateral organizations, foundations, universities, research centers, nongovernmental organizations, private sector firms and other entities, including the conclusion of arrangements among them for the conduct of cooperative activities under this Agreement.

PART FOUR: GENERAL PROVISIONS

Article 12: Resources

Each Party shall contribute an equal share of the annual budget of the Commission subject to the availability of appropriated funds in accordance with its legal procedures. Unless the Council otherwise decides, the annual budget may be supplemented through funding or in-kind contributions from the Parties, and the Commission may receive funding or in-kind contributions from external sources in excess of the annual budget.

Article 13: Equipment and Personnel

Each Party shall endeavor to facilitate the entry of equipment, materials, and personnel related to this Agreement into its territory, subject to its laws and regulations.

Article 14: Provision of Information for Factual Records

Each Party shall cooperate with the Secretariat to provide information relevant for the preparation of a factual record. Requests by the Secretariat for this information shall be in accordance with guidelines established by the Council.

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Article 15: Technical and Confidential Information and Intellectual Property

1. Except as provided below, all technical information obtained through the implementation of this Agreement shall be made available to the Parties.
2. If intellectual property is created under this Agreement, the Parties shall consult with each other to determine the allocation of the rights to that intellectual property.
3. If a Party deems information to be confidential or proprietary under its laws, or identifies, in a timely fashion, information provided or created under this Agreement as business-confidential, each Party shall protect such information in accordance with its applicable laws, regulations and administrative practices.

Article 16. Protection of Information

1. The Secretariat shall protect from disclosure:
 - (a) any information it receives that could identify a person making a submission (the submitter) under Article 24.27 (Submissions on Enforcement Matters) of the Environment Chapter of the USMCA if that person so requests or the Secretariat otherwise considers it appropriate;
 - (b) any information that the submitter has identified as confidential;
 - (c) any information it receives from any person where the information is designated by that person as confidential or proprietary;
 - (d) any information it receives from a Party, including in connection with the submission for enforcement matters process under the Environment Chapter of the USMCA, if the Party has determined that disclosure of the information would impede its law enforcement, compromise personal privacy, or reveal confidential business or proprietary information or the confidentiality of governmental decision-making; and
 - (e) any other information that should be safeguarded in accordance with applicable Council procedures.
2. Nothing in this Agreement shall be construed to require a Party to disclose or allow access to information:
 - (a) the disclosure of which would impede its environmental law enforcement; or
 - (b) that is protected from disclosure under its applicable laws.
3. If a Party provides confidential or proprietary information to another Party, to the Council, to the Secretariat, or to the Joint Public Advisory Committee, the recipient shall treat the information with the same level of protection that the Party providing the information accords to that information.

Article 17: Entry into Force, Withdrawal, Amendments, Accession

1. This Agreement shall enter into force on the date of entry into force of the USMCA. Upon entry into force, this Agreement shall supersede the NAAEC.

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2. Any Party may withdraw from the Agreement providing six months' written notice to the other Parties. If a Party withdraws, the Agreement shall remain in force for the remaining Parties. Unless decided otherwise by the Parties, such withdrawal shall not affect the continuation of ongoing activities not completed at the time of withdrawal.
3. This Agreement may be amended by written mutual consent of the Parties. An amendment shall enter into force on the date of the last note in an exchange of notes in which the Parties notify each other of the completion of their respective internal procedures necessary for the entry into force of the amendments.
4. The Parties may, by consensus, decide to invite, in writing, any State to accede to this Agreement.

IN WITNESS WHEREOF the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE in three originals in the English, French and Spanish languages, each version being equally authentic.

For the Government of the United States of America:

Date: _____ Place: _____

For the Government of the United Mexican States:

Date: _____ Place: _____

For the Government of Canada:

Date: _____ Place: _____