

**MEMORANDUM OF UNDERSTANDING
BETWEEN
INNOVATION NORWAY
AND
THE GOVERNOR’S OFFICE OF BUSINESS AND ECONOMIC DEVELOPMENT OF
THE STATE OF CALIFORNIA OF THE UNITED STATES OF AMERICA**

Innovation Norway and the Governor’s Office of Business and Economic Development (“GO-Biz”), hereinafter referred to as “the Participants,” agree as follows;

WHEREAS, California and Norway are equally committed to significant climate change action and share the long-term goal of becoming low emission societies by 2050. Norway has a target to reduce emission by at least 50 percent, but working towards 55 percent, by 2030 and California aims to achieve carbon neutrality by 2045. These targets have resulted in ambitious policies for zero emission transportation on land and sea, energy innovation, clean power generation, and zero waste initiatives;

WHEREAS, California and Norway are targeting their efforts to achieve the sustainable transformation of cities, regions, and sustainable economies in a just and equitable manner;

WHEREAS, California and Norway share the belief that the transition to a sustainable economy can boost economic growth and generate family-supporting jobs, and recognize that innovation in both public and private sectors are of great importance in this transition;

WHEREAS, California has the largest economy and the largest population in the U.S., the fifth largest economy in the world, is recognized as one of the most environmentally advanced states in the U.S. and the world, and continues to lead in the research and development of advanced technologies, and GO-Biz is responsible for economic development within the State of California;

WHEREAS, Innovation Norway is the Government of Norway’s most important instrument for innovation and development of Norwegian enterprises and industry; is owned by the Norwegian Government (the Ministry of Trade, Industry, and Fisheries) (51%) and by the county authorities (49%) with the purpose of creating value by stimulating sustainable growth and business development throughout Norway; and is actively engaged in demonstration and deployment programs focused on innovation, regional business development, clusters, entrepreneurs, scale ups, and exports;

WHEREAS, GO-Biz and Innovation Norway have expressed interest in strengthening the relationship with one another, particularly concerning building a sustainable economy; advancing innovation and commercial development in zero-emission vehicles, such as

through the recently adopted ZEV Market Development Strategy and through the International Zero Emission Vehicle Alliance, clean technology, renewable energy, and overall the blue-green economy; employing new investment instruments with the intention to accelerate both a regional and global impact on climate change and sustainable development; and developing collaborative programs to further commercial activity and trade.

Therefore, the Participants have reached the following understanding:

SECTION I Objective

The purpose of this Memorandum of Understanding is to establish a flexible framework between the Participants in order to permit them to achieve tangible results in two-way trade and investment and the development of systemic solutions to combat climate change. In doing so, the Participants share the following common objectives:

- a) Enhance the economic development, sustainability, and resiliency of the Californian and Norwegian economies with an emphasis on equity and development in rural areas;
- b) Partner on solving global challenges and sharing strategies around the implementation of digitalization, automation, and electrification within sustainable development and growth;
- c) Promote interaction between enterprises, financial institutions, knowledge communities, R&D institutions, and local and regional governments to enhance innovation in Californian and Norwegian enterprises, industrial clusters/organizations, and sectors that comprise the blue-green economy;
- d) Demonstrate how regions can be transformed through the implementation of programs to retrain the workforce as new technologies and approaches are introduced to the major industries that are the engines for economic growth;
- e) Collaborate with industry, business networks and clusters, and innovation ecosystems to demonstrate how industries and supply chains can be transformed through programs to ensure sustainability and recycling are attributes of the materials and operations that define them;
- f) Advance zero emission transportation innovation and development, including collaboration on best practices, commercialization, incentives navigation, and other measures to promote and accelerate the development of battery electric and hydrogen fuel cell electric vehicles and infrastructure and sea transportation and goods movement;

- g) Enhance cooperative information-sharing in the maritime industry in order to further existing advancements in reducing environmental impacts from port operations; promoting the most efficient, most sustainable goods movement;
- h) Advance industry opportunities within renewable energy production and storage, including exploring collaboration on the value chains of offshore wind energy and large-scale hydrogen production, batteries and other storage demonstration, and energy systems.

SECTION II

Areas of Cooperation

The Participants intend to support sustainability-oriented commercial activity, innovation, and economic growth through initiatives focused particularly on, but not limited to, the following areas of cooperation:

- a) Promote the organization of mutually beneficial and industry-oriented trade and investment missions, business matchmaking activities, commercial exchanges, government delegations, conferences, and other activities;
- b) Share best practices, approaches, and potential solutions in the field of zero emission transportation market development, such as through the concept of a International Zero Emission Vehicle Marketplace;
- c) Exchange ideas and knowledge on how to stimulate innovation and facilitate entrepreneurship in the renewable energy and clean tech sectors, including innovative financing mechanisms and workforce development;
- d) Convene subject matter experts to promote knowledge transfer and information-sharing on a wide range of offshore wind energy issues including supply chain, off take, grid integration/interconnection to optimize offshore wind energy deployment, and data on the benefits and impacts of offshore wind;
- e) Identify industry-led solutions on workforce and port development requirements/management issues to promote environmentally appropriate offshore wind activity;
- f) Facilitate dialogue, information exchange, and sharing of best practices to further advance clean marine terminal equipment technology, ocean-going vessels, and drayage trucks; and,
- g) Explore and co-develop new financing mechanisms that engage private capital to underwrite the costs associated with the broad scale deployment of these

transformative efforts. The state of California, via the California Infrastructure and Economic Development Bank, has and is continuing to develop a suite of innovative financing mechanisms to apply to climate solutions, including the Climate Catalyst Revolving Loan Fund, CLEEN Center loans and bonds, Climate Tech guarantees, green bonds, credit enhancements and other financial instruments to spur Public Private Partnerships, leverage private sector capital, and support large scale climate solutions.

SECTION III Coordination

The Participants respectively designate Innovation Norway and the Governor's Office of Business and Economic Development to establish the creation of an action plan to implement the objectives of this Memorandum of Understanding.

SECTION IV Specific Activities

Specific activities to achieve the objectives of this Memorandum of Understanding for the key sectors and initiatives identified in Section II may include:

- a) Jointly participate in conferences, commercial exchanges and trade missions, business match-making, and other events that would promote the collaborative efforts between California and Norway and increase mutual trade and investment;
- b) Commit to host one official trade mission per year focused on sustainability and green infrastructure;
- c) Convene roundtable/seminars with public and private actors to promote knowledge sharing and discuss strategic market opportunities on prioritized sectors of zero emission transportation, offshore wind energy development, hydrogen, and energy systems;
- d) Identify, share, and validate high potential market opportunities for growth in digitization, automation, and electrification in the blue-green economy that supports sustainable growth;
- e) Convene California and Norwegian green finance organizations to identify innovative, tried-and-tested mechanisms that could be rapidly deployed to accelerate private investment in areas such as electrification of public transport and renewable energy, supporting green job creation;

- f) Share best practices regarding export promotion, foreign investment instruments, and business support tools;
- g) Coordinate an annual meeting with senior representatives of both organizations to discuss priorities and progress made on the MOU;
- h) Nominate a single point of contact in each organization to ensure practical implementation of MOU and mutual promotion of the MOU as a key partnership platform for the benefit of industry, business, and clusters within the opportunity areas that we are collaborating on.

SECTION VI

No Legal Obligations, Rights, or Remedies

This Memorandum of Understanding is a voluntary initiative. It does not create any legally binding rights or obligations and creates no legally cognizable or enforceable rights or remedies, legal or equitable, in any forum whatsoever. In addition, the pledges in this Memorandum of Understanding are not conditioned upon reciprocal actions by other Participants; each Participant retains full discretion over implementation of its pledges in light of the Participant's individual circumstances, laws, and policies; and each Participant is free to withdraw from the Memorandum.

SECTION VII

Availability of Personnel and Resources

This Memorandum of Understanding does not involve the exchange of funds, nor does it represent any obligation of funds by either Participant. All costs that may arise from activities covered by, mentioned in, or pursuant to this Memorandum of Understanding will be assumed by the Participant who incurs them, unless otherwise expressly agreed in a future written arrangement in accordance with applicable laws. All activities undertaken pursuant to this Memorandum of Understanding are subject to the availability of funds, personnel and other resources of each Participant.

The personnel designated by a Participant for the execution of this Memorandum of Understanding will work under the orders and responsibility of that Participant and any other organization or institution to which the personnel already belongs, at all times maintaining any preexisting employment relationship only with that Participant and organization or institution, and not with any other Participant.

SECTION VIII
Compliance with Applicable Laws

This MOU shall be construed consistent with all applicable laws, and activities undertaken in connection with this MOU shall be subject to, and shall be undertaken in a manner consistent with, all otherwise-applicable laws. The Participants acknowledge that the collaboration set out in this MOU shall be based on stringent ethical requirements, and that it does not contribute to corruption, the violation of human rights or poor working conditions, or have a harmful impact on local communities and the environment.

SECTION IX
Interpretation and Application

Any difference that may arise in relation to the interpretation or application of this Memorandum of Understanding will be resolved through consultations between the Participants, who will endeavor in good faith to resolve such differences.

SECTION X
Final Provisions

This Memorandum of Understanding is effective from the date of its signature, for a 5-year period, unless renewed or extended by the Participants in the same manner that the Participants may otherwise modify this Memorandum of Understanding.

This Memorandum of Understanding may be modified at any time by mutual consent of the Participants. Any modification shall be made in writing and specify the date on which such modification is to become effective.

Any of the Participants may, at any time, withdraw from this Memorandum of Understanding by providing a written notice to the other Participant(s). A Participant who intends to withdraw from this MOU shall endeavor to provide notice of such withdrawal to other Participants 60 days in advance.

The termination of this Memorandum of Understanding shall not affect the conclusion of the cooperation activities that may have been initiated during the time this Memorandum of Understanding is in effect, unless the Participants mutually decide otherwise.

Signed virtually on April 28, 2021 in two original copies in English.

**FOR INNOVATION NORWAY OF THE
GOVERNMENT OF NORWAY**

**FOR THE GOVERNOR'S OFFICE
OF BUSINESS AND ECONOMIC
DEVELOPMENT OF THE STATE OF
CALIFORNIA OF THE UNITED
STATES OF AMERICA**



**Håkon Haugli
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**Dee Dee Myers
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