

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MINISTRY OF FOOD, AGRICULTURE AND FISHERIES OF DENMARK
AND
THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE OF THE STATE
OF CALIFORNIA OF THE UNITED STATES OF AMERICA**

The Ministry of Food, Agriculture and Fisheries of Denmark and the California Department of Food and Agriculture hereinafter referred to as “the Participants”;

WHEREAS considering the strategic role of agriculture in addressing current global, national, regional, and local food security needs and environmental challenges relating to the climate change and aspiring to show global leadership, while ensuring that local agricultural sectors stay competitive in an evolving national and international marketplace;

WHEREAS recognizing that dairy operations in California and Denmark already are amongst the most efficient and innovative globally and that there are opportunities to explore and reimagine the dairy farm of the future to produce more efficiently and with a smaller environmental footprint.

WHEREAS desiring to develop and promote dairy technologies in view of the need to reduce greenhouse gas emissions from the agricultural sector to further the mitigation of and adaptation to climate change;

WHEREAS wishing to develop and promote agricultural technologies in view of the need to optimize nutrient management and general on-farm resource usage to reduce environmental impacts of agriculture;

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 promote mutually beneficial relationships between the Participants in the field of agricultural technology and on-farm resource management. This MOU will provide the foundation to further explore how dairy operations can be run most efficiently and climate friendly by sharing knowledge, regulatory pressures, experiences, data, and best practices while exploring new innovative partnerships relevant to climate and environmental challenges.

SECTION II Areas of Cooperation

The Participants intend to promote mutually beneficial relationships in the field of agricultural technology, on-farm resource management, and regulation, with the purpose of exploring how dairy operations can be run most efficiently and climate friendly by sharing knowledge, experiences, data, and best practices while exploring new innovative partnerships relevant to climate and environmental challenges. This will be achieved through initiatives focused particularly on, but not limited to, the following areas of cooperation:

- a) Exchange of information regarding policies and regulations, governance models, and documentation;
- b) Intergovernmental and international visits involving policymakers, regulators, academic institutions, and businesses;
- c) Joint activities such as organization of and participation in seminars, workshops, and meetings to share information and practices, educate key stakeholders, and promote ties between our two agricultural sectors twice annually;
- d) Facilitation of innovative partnerships, bringing together parties from public, private and academic entities, bilaterally or multilaterally, to co-develop new technologies and solutions.
- e) Coordinating efforts in California to co-develop testing of technologies and solutions at farm-level in collaboration with research institutes in California and Denmark, recognizing farmers as end-users and the ultimate agents of change, aiming to enable dairy farmers adapt to stricter regulation relative to environmental protection and climate emissions.

SECTION III Coordination

The Participants respectively designate the Embassy of Denmark in Washington, D.C. and the Office of Environmental Farming and Innovation in the California Department of Food and Agriculture to establish the creation of an action plan to implement the objectives of this Memorandum of Understanding.

Each Participant intends to designate a Senior Official as “Coordinator” for a joint working group to supervise and coordinate the planning, performance, evaluation, and approval of cooperative activities carried out under this MoU.

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) The Participants will facilitate joint webinars, 1-2 annually, bringing together representatives of government, academia and agriculture to focus on climate smart agricultural practices and policies connected to dairy.
- b) The Participants will aim to conduct Climate Smart Agricultural policy missions to one another's country to focus specifically on dairy related issues.
- c) The Participants will contribute to relevant conferences, trade shows and other knowledge-sharing activities in California and Denmark.
- d) The Participants further agree to work with academia to co-develop and test agricultural technologies at the farm-level in California.

Specific activities of cooperation and their timing are outlined in further detail in associated roadmap.

SECTION V 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 VI 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 VII 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.

SECTION VIII 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 IV Final Provisions

This Memorandum of Understanding is effective from the date of its signature, for a five 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 in Sacramento and Copenhagen on January 21, 2021.

**FOR THE MINISTRY OF FOOD,
AGRICULTURE AND FISHERIES OF
DENMARK**

A handwritten signature in blue ink that reads "Rasmus Prehn". The signature is written in a cursive style and is positioned above a horizontal line.

**Rasmus Prehn
Minister for Food, Agriculture and
Fisheries**

**FOR THE CALIFORNIA
DEPARTMENT OF FOOD AND
AGRICULTURE OF THE STATE OF
CALIFORNIA OF THE UNITED
STATES OF AMERICA**

**Karen Ross
Secretary of the California
Department of Food and
Agriculture**