



**MEMORANDUM OF UNDERSTANDING BETWEEN THE GOVERNMENT OF THE STATE OF JALISCO OF THE UNITED MEXICAN STATES AND THE ENERGY RESOURCES CONSERVATION AND DEVELOPMENT COMMISSION OF THE STATE OF CALIFORNIA OF THE UNITED STATES OF AMERICA ON COOPERATION ON CLEAN ENERGY POLICIES AND PROGRAMS**

This Memorandum of Understanding is entered into between the Government of the State of Jalisco of the United Mexican States, through the Ministry of Economic Development ("Jalisco"), and the Energy Resources Conservation and Development Commission of the State of California of the United States of America ("California Energy Commission"), collectively, hereinafter referred to as "the Participants";

**WHEREAS**, on August 30, 2016, the Participants entered into a Memorandum of Understanding between the State of Jalisco of the United Mexican States and the California Energy Commission on Cooperation on Clean Energy Policies and Programs;

**WHEREAS**, the initial two-year term of the Memorandum of Understanding signed by the Participants in 2016 remained in effect until August 30, 2018;

**RECOGNIZING** the value of the knowledge, experiences, data, and best practices shared between the Participants, the Participants wish to enter into a Memorandum of Understanding again;

Therefore, the Participants have reached the following understanding:

**SECTION I  
Objective**

The objective of this Memorandum of Understanding is to encourage future collaboration for the development of clean energy policies and programs between the Participants on the basis of equality and mutual benefit.

**SECTION II  
Areas of Cooperation**

The Participants intend to cooperate in the following modalities subject to the laws, rules, regulations, and policies governing the subject matter in their respective countries:

1. Promote cooperation in mutual interest areas, including:
  - a) energy efficiency, including codes and standards development;
  - b) demand-side management;
  - c) development of renewable energy development and grid integration;



- d) integrated resource planning;
  - e) microgrid design, operation, and management;
  - f) low and zero-emission vehicles;
  - g) clean energy technology; and
  - h) energy storage.
2. Share information and experience on shifting the power supply to integrate increasing amounts of renewable energy into the grid.
  3. Coordinate on scientific research and share information on development and implementation of clean energy technology development and deployment, including establishing regional innovation hubs (iHubs).
  4. Foster joint research and development projects for clean energy amongst research institutions and the academic sectors in Jalisco and California.
  5. Provide assistance to businesses to promote trade and business opportunities.
  6. Organize joint symposia, seminars, workshops, exhibitions, and training.
  7. Promote sustainable economic development in Jalisco and California in a manner that incorporates best practices and enhances diversity, reliability, and affordability of energy supplies.
  8. Any other area related to the scope of this Memorandum of Understanding that the Participants mutually agree in writing.

### **SECTION III Coordination**

The Participants may choose to meet annually and develop annual work plans focused on the areas of cooperation identified in Section II. The development and implementation of such annual work plans will be led by the Jalisco Energy Agency, in collaboration with the Secretariat of Economic Development of the State of Jalisco, and by the California Energy Commission, in collaboration with the California Environmental Protection Agency and the Governor's Office of Business and Economic Development of the State of California.

### **SECTION IV 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 in the Participant's respective countries; and each Participant is free to withdraw from the Memorandum.

**SECTION V  
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 VI  
Compliance with Applicable Laws**

This Memorandum of Understanding shall be construed consistent with all applicable laws, and activities undertaken in connection with this Memorandum of Understanding shall be subject to, and shall be undertaken in a manner consistent with, all otherwise-applicable laws.

**SECTION VII  
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 VIII  
Participation of other Institutions**

The Participants, by common consent, may seek the collaboration of a third party, including universities and other public and private academic and research and development institutions, or any other organizations whose activities may contribute to achieving the goals of this Memorandum of Understanding.



**SECTION IX  
Transparency and Public Information**

Documents and communications related to this Memorandum of Understanding and its implementation may be subject to disclosure under public records and transparency laws of the countries to which the Participants belong.

**SECTION X  
Intellectual Property**

The Participants intend to adopt all appropriate measures, in accordance with their respective laws and regulations, and treaties applicable to the United Mexican States and the United States of America, to protect intellectual property rights and interests that may arise from the implementation of the cooperative activities under this Memorandum of Understanding.

**SECTION XI  
Other International Instruments**

This Memorandum of Understanding does not limit the right of the Participants to participate to enter into similar instruments of cooperation with other institutions. The cooperation provided for in this Memorandum of Understanding shall not affect the rights and obligations assumed by the Participants through other international agreements.

**SECTION XII  
Notifications**

Any notice or other communication between the Participants under this Memorandum of Understanding shall be in writing, in English and Spanish, and sent to following addresses:

**For the California Energy Commission:**  
Mr. Bryan Early  
Address: 715 P Street, Sacramento CA 95184, USA  
E-mail: bryan.early@energy.ca.gov

**For the Jalisco Energy Agency:**  
Ms. Karen Alejandra Jackson Berzunza  
Address: López Cotilla # 1505, piso 8, Colonia Americana, Guadalajara, Jalisco, C.P. 44160  
E-mail: karen.jackson@jalisco.gob.mx



**SECTION XIII  
Final Provisions**

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. A Participant who intends to withdraw from this Memorandum of Understanding shall endeavor to provide notice of such withdrawal to other Participants thirty (30) days in advance.

The termination of this Memorandum of Understanding shall not affect when activities of cooperation initiated while this Memorandum of Understanding is in effect shall conclude, unless a Participant expressly states otherwise. A Participant that intends to terminate a previously initiated activity shall endeavor to reach an understanding with the other Participant concerning such termination.

Participants may implement specific actions under this Memorandum of Understanding as a result of changes in circumstances and opportunities.

This Memorandum of Understanding will be effective upon the date of its signature by the Parties and will remain in force until December 9<sup>th</sup>, 2023, unless extended by the Participants for additional periods of equal duration, by mutual written consent of the Participants.

Signed in Guadalajara, Jalisco, México and in Sacramento, California, United States on March 9<sup>th</sup>, 2022, in Spanish and English languages, both texts being equally authentic.

**FOR THE GOVERNMENT OF THE  
STATE OF JALISCO OF THE  
UNITED MEXICAN STATES**

**FOR THE ENERGY RESOURCES  
CONSERVATION AND  
DEVELOPMENT COMMISSION OF  
THE STATE OF CALIFORNIA OF  
THE UNITED STATES OF AMERICA**

**LUIS ROBERTO ARECHEDERRA  
PACHECO  
SECRETARY OF ECONOMIC  
DEVELOPMENT**

**J. ANDREW MCALLISTER  
COMMISSIONER**