

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SECRETARIAT OF THE ENVIRONMENT
OF THE GOVERNMENT OF MEXICO CITY OF THE UNITED MEXICAN STATES
AND
THE GOVERNMENT OF THE STATE OF CALIFORNIA OF THE
UNITED STATES OF AMERICA**

The Secretariat of the Environment of the Government of Mexico City of the United Mexican States (SEDEMA), the California Environmental Protection Agency (CalEPA) and the Energy Resources Conservation and Development Commission, commonly known as the California Energy Commission (CEC), hereinafter referred to as “the Participants,” agree as follows;

WHEREAS on October 2, 2019, SEDEMA and the Government of the State of California entered into a Memorandum of Understanding for Strengthening Cooperation on Energy and Environmental Policies and Practices, the two-year term of which ended on October 2, 2021;

WHEREAS the subsequent collaboration under the previous Memorandum of Understanding positively impacted the transfer of knowledge on energy and environment between the Participants;

ACKNOWLEDGING that climate change threatens every nation, and for the sake of our collective future health and well-being must be addressed at all levels of government through urgent reduction of greenhouse gas emissions and preparation for climate impacts;

NOTING the potential for mutual benefit from expanding the current level of cooperation on energy and environmental policies and practices, including, but not limited to, cooperation on policies related to energy efficiency, renewable energy, clean energy technology, pollution abatement, and infrastructure for moving goods, people, and energy resources across the border;

STRIVING to develop a mutually beneficial relationship of partnership and cooperation between the Participants consistent with the governing laws of their respective countries;

Therefore, the Participants have reached the following understanding:

SECTION I Objective

The purpose of this Memorandum of Understanding (MOU) is to establish a flexible framework between the Participants in order to permit them to expand cooperation on the basis of equality and mutual benefit in the arenas of energy and environmental policies and practices. In doing so, the Participants share the following common objectives:

- a) To advance the adoption of technologies and alternatives for the decarbonization of energy, buildings, transportation and industry;
- b) To integrate dialogue within policymaking and academic communities in Mexico City and California for the advancement of policy and research;
- c) To promote business development in emerging key sectors, including, but not limited to, the use of clean energy.

SECTION II Areas of Cooperation

The Participants intend to expand cooperation on energy and environmental policies and practices through initiatives focused particularly on, but not limited to, the following areas of cooperation:

- a) Energy efficiency (e.g., code compliance, data collection, data laboratories);
- b) Emissions monitoring, reporting, verification, and enforcement;
- c) Clean energy technology and alternatives;
- d) Climate change;
- e) Air quality (including air pollution abatement);
- f) Efficiency in waste management; and
- g) Circular economy related processes.

SECTION III Coordination

The Participants respectively designate SEDEMA, the CEC and CalEPA 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) Promotion of scientific and technological collaboration for business development in emerging key sectors, including, but not limited to, clean energy, water efficiency technology and processes of circular economy.
- b) Promotion of joint research and development efforts amongst research and academic institutions in Mexico City and California.
- c) Organizing joint symposia, seminars, workshops, exhibitions, and trainings.
- d) Cooperation by other means related to the scope of this MOU, as may be decided upon by the Participants in writing.

SECTION V Points of Contact

Unless the Participants agree otherwise, the primary points of contact for communication and information exchange, as well as any notice required to be submitted under this Memorandum of Understanding, will be:

Secretariat of the Environment of the Government of Mexico City:

Mario Duarte Villarelo, Director of Environmental Culture and formal liaison of International Affairs

California Energy Commission:

Bryan Early, Chief of Staff to Commissioner Andrew McAllister

California Environmental Protection Agency:

Shereen D'Souza, Deputy Secretary for Climate Policy and Intergovernmental Relations.

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 the 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 a financial nature by either Participant. All costs that may arise from activities, mentioned in, or pursuant to this Memorandum of Understanding will be assumed by the Participant that incurs them, unless expressly agreed otherwise in writing in the future, 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 Memorandum of Understanding shall be construed consistent with all applicable laws to each Participant, and activities derived from it shall be subject to and consistently conducted in accordance with all laws applicable to each Participant.

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, which will endeavor in good faith to resolve such differences.

SECTION X

Final Provisions

This Memorandum of Understanding is valid from the date of its signature, and will be in force until October 4, 2024, after which any Participant may negotiate the extension of this Memorandum of Understanding or formalize a new one.

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 that intends to withdraw from this MOU 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 activities initiated during its term, 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.

Signed in Mexico City on April 21, 2023, in two original copies in Spanish and English, both texts being equally authentic.

**FOR THE SECRETARIAT
OF THE ENVIRONMENT
OF THE GOVERNMENT OF
MEXICO CITY**



**Marina Robles Garcia
Secretary**

**FOR THE CALIFORNIA
ENVIRONMENTAL
PROTECTION AGENCY**



**Yana Garcia
Secretary**

**FOR THE CALIFORNIA
ENERGY COMMISSION**



**Andrew McAllister
Commissioner**