

Memorandum of Understanding
to
**Enhance Cooperation on Green Development between the
Government of Guangdong Province and the Government of the
State of California**

To strengthen their sister State/Province relationship and enhance pragmatic cooperation in the area of green development, in support of the U.S.-China Joint Glasgow Declaration on Enhancing Climate Action in the 2020s, which was released in November 2021 during the 2021 United Nations Climate Change Conference, the Government of Guangdong Province and the Government of the State of California (hereafter referred to as "the Participants") share as follows:

WHEREAS Guangdong is committed to thoroughly implementing the new development philosophy, accelerating green and low-carbon transformation in the development mode, striving to reach carbon peak by 2030 and achieve carbon neutrality by 2060;

WHEREAS California has committed to targets to reduce greenhouse gas emissions 40% below 1990 levels by 2030 and 85% by 2045, achieve 60% renewable electricity and double energy efficiency savings in electricity and natural gas end-uses by 2030, 100% renewable and zero-carbon electricity by 2045, 100% zero-emission new light duty vehicle sales by 2035, and carbon neutrality by 2045;

CONSIDERING the opportunities for economic growth and the human health co-benefits that accompany the mitigation of greenhouse gas emissions and air pollution, the Participants desire to enhancing actions and policies to further strengthen and coordinate efforts to combat climate change and protect the environment.

Therefore, the Participants have reached the following understanding:

Section I. Purpose

The purpose of this Memorandum of Understanding (MOU) is to support efforts between the Participants to help each achieve their climate change and green, low-carbon development goals. This MOU establishes a flexible framework for the Participants to carry out pragmatic exchange and cooperation based on the principles of equality and mutual benefits and is not intended to give rise to legal binding rights or obligations.

Section II. Areas of Cooperation

On the basis of equality and mutual benefit, the participants intend to cooperate in the following areas and other areas of mutual consent:

- (i) Air Pollution Prevention and Control;
- (ii) Zero Emission Vehicles / New Energy Vehicles;
- (iii) Climate Change Mitigation, Carbon Neutrality, and Deep Decarbonization;

- (iv) Climate Change Adaptation;
- (v) Nature-Based Solutions and Biodiversity Protection;
- (vi) Carbon Capture, Storage and Utilization;
- (vii) Carbon Emissions Trading;
- (viii) Climate Investment and Financing;
- (i x) Other areas of mutual consent.

Section III. Forms of Cooperation

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

- (i) Sharing of experiences and knowledge learned in the implementation of relevant work;
- (ii) Exchanges and visits between the Participants' relevant professionals;
- (iii) Joint research;
- (iv) Co-organization of relevant seminars, workshops, exhibitions and training;
- (v) Exploring opportunities for shared investment in green low-carbon development opportunities;
- (vi) Other forms of cooperation as consented to by the Participants.

Section IV. Cooperation Mechanism

(i) Guangdong Province and the State of California respectively designate the Guangdong Provincial Development and Reform Commission, Guangdong Provincial Ecology and Environment Department and the California Air Resources Board, California Environmental Protection Agency, California Natural Resources Agency, and California Energy Commission as the Executive Agencies responsible for coordinating the implementation of relevant cooperation activities between Guangdong and California.

(ii) The Participants intend to designate a point of contact (or Secretariat) that will serve as the primary liaison for communication and information exchange, as well as for any notice to be submitted under this Memorandum of Understanding. The California-China Climate Institute at the University of California, Berkeley and the Guangdong Provincial Development and Reform Commission, Guangdong Provincial Ecology and Environment Department are designated as points of contact for California and Guangdong respectively under this Memorandum of Understanding.

(iii) As appropriate, the Participants will utilize third party organizations that are consented to by both parties to assist with the implementation of this MOU. These third party organizations, under the direction of the Participants, will help to coordinate information exchange, activities, travel delegations and collaboration between the Participants.

(iv) All activities carried out based on the MOU must abide by the Participants' respective laws, rules and regulations, and activities should be carried out only with the consent of both the Participants.

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 that 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 Memorandum of Understanding shall be construed in consistency 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 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 and amicable discussions between the Participants, who will endeavor in good faith to resolve such differences.

Section IX. Supplementary Provisions

- (i) This MOU is valid for three years upon the date of signature. The MOU may be extended and modified only if written agreement is reached by the Participants.
- (ii) This MOU may be terminated by either party with a 30-day written statement in advance to the other. All ongoing activities or joint plans commencing within the period of validity of this MOU shall be continued in accordance with the MOU upon expiration or termination of the MOU.
- (iii) Nothing contained in this Memorandum of Understanding shall limit each Participant's right to enter into similar agreements with other institutions. Any cooperation hereunder shall not affect each Participant's rights and obligations under other international agreements.

(iv) This MOU is signed in Guangzhou, on October 24, 2023, in two original copies in Chinese and English, both of which are equally valid.

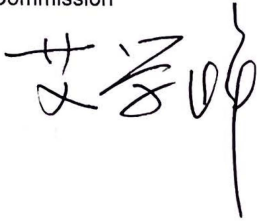


Authorized Representative from the Government of the State of California:

California Governor's Office of Business & Economic Development

Authorized Representative from the Government of Guangdong Province:

Guangdong Provincial Development and Reform Commission



Guangdong Provincial Ecology and Environment Department

