

NON-BINDING LETTER OF INTENT
ON ADVANCED AIR MOBILITY COOPERATION
BETWEEN THE GOVERNMENT OF THE STATE OF CALIFORNIA
AND
THE GOVERNMENT OF PROVINCIE NOORD-HOLLAND

CONSIDERATIONS:

- (a) The Government of the State of California (represented by the Governor's Office of Planning and Research (OPR) and the California State Transportation Agency (CalSTA)) and the Government of Provincie Noord-Holland (hereinafter individually referred to as the "**Party**" and collectively referred to as the "**Parties**"), through friendly consultation, establish their intent to collaborate on the subject of Advanced Air Mobility.
- (b) The Parties acknowledge ongoing successful collaboration on the subject of sustainable mobility between the State of California and the Netherlands as laid out in the Memorandum of Understanding signed in September 2022 by California Environmental Protection Agency (CalEPA) Secretary Yana Garcia and the Dutch State represented by State Secretary Vivianne Heijnen witnessed by Dutch Queen Maxima.
- (c) The Parties hereby acknowledge that the integration of Advanced Air Mobility into our daily urban and rural systems poses both challenges and opportunities. Advanced Air Mobility offers opportunities for new services and business models. At the same time the public and private entities involved with Advanced Air Mobility operations must work together to ensure these operations are safe, secure, quiet, clean and equitable.
- (d) Pursuant to the *Governmental Agreement for 2023-2027* (signed July 2023) and its responsibility for regional airports, the Provincie Noord-Holland is mapping out the role of its regional airports within the entire mobility chain, together with knowledge institutions and market parties. The Provincie Noord-Holland's analysis will take into account the sustainability of the general aviation sector and the consequences for the living environment.
- (e) Pursuant to California Senate Bill 800 (Caballero, 2023), the California Department of Transportation (Caltrans) has convened an *Advanced Air Mobility, Zero-Emission, and Electrification Advisory Panel* to study the feasibility and readiness of existing infrastructure within California for Advanced Air Mobility services, to develop an Advanced Air Mobility Work Plan, and to consider pathways for promoting equity of access to Advanced Air Mobility.

By signing this Letter of Intent, the Parties jointly state the following:

I. The collaboration between the Parties

- (i) The Parties will actively exchange experiences and knowledge related to integration of Advanced Air Mobility into the transportation system, focusing those efforts on equity, sustainability (including emissions and circularity), investment and educational opportunities, land use policies and a healthy and safe living environment.
- (ii) The exchange of experiences and knowledge will also imply access to the relevant network on Advanced Air Mobility within the whole Kingdom of the Netherlands and to relevant European stakeholders.

- (iii) The Parties will organize an annual high-level meeting regarding the ongoing collaboration described in this Letter of Intent, and will make recommendations for enhancement where deemed useful and necessary.

II. *No Legal Obligations, Rights, or Remedies.*

This Letter of Intent is a voluntary initiative of the Parties. 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 Letter of Intent are not conditioned upon reciprocal actions by other Parties; each Party retains full discretion over implementation of its pledges in light of the Party's individual circumstances, laws, and policies; and each Party is free to withdraw from the Letter of Intent.

III. *Availability of Personnel and Resources.*

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

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

IV. *Compliance with Applicable Laws.*

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

V. *Interpretation and Application.*

Any difference that may arise in relation to the interpretation or application of this Letter of Intent will be resolved through consultations between the Parties, which will endeavor in good faith to resolve such differences.

VI. *Final Provisions.*

This Letter of Intent is effective from the date of its signature, for a 3-year period, unless renewed or extended by the Parties.

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

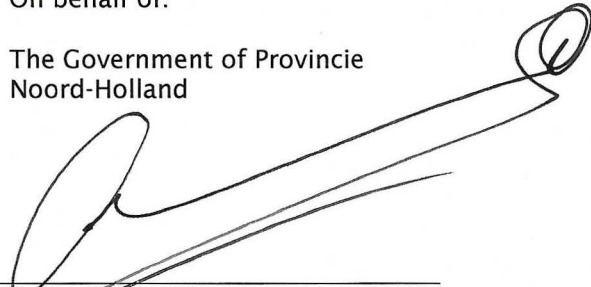
Any of the Parties may, at any time, withdraw from this Letter of Intent by providing a written notice to the other Party. A Party that intends to withdraw from this Letter of Intent shall endeavor to provide notice of such withdrawal to the other Party 30 days in advance.

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

Signed in Sacramento, California on March 20, 2024, in two original copies in English.

On behalf of:

The Government of Provincie
Noord-Holland



Arthur van Dijk
King's Commissioner

On behalf of:

The Government of the State of
California



Russell Fong
OPR Undersecretary



Mark Tollefson
CalSTA Undersecretary