



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE REPUBLIC OF KENYA

AND

**THE GOVERNMENT OF THE STATE OF CALIFORNIA
OF THE UNITED STATES OF AMERICA**

CONCERNING

**STRENGTHENING COOPERATION ON CLIMATE,
ENVIRONMENT AND TRADE**

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PREAMBLE

The Republic of Kenya and the Government of the State of California of the United States of America ("California"), hereinafter individually referred to as "Participant" and together as "Participants" declare as follows:

WHEREAS Kenya has committed to achieving 100% renewable energy by 2030 and net-zero emissions by 2050 by accelerating investments in green manufacturing and low-carbon technologies to drive innovation and industrialization, create jobs, and sustain economic growth while ensuring environmental protection;

WHEREAS California has committed to targets to reduce greenhouse gas emissions 85% by 2045; achieve 100% renewable and zero-carbon electricity by 2045; accelerate the deployment of zero-emission technologies, including passenger, medium-duty, and heavy-duty vehicles; and achieve carbon neutrality by 2045;

WHEREAS Kenya is the third-largest economy in Sub-Saharan Africa. With a strong agricultural sector and East Africa's largest seaport, Kenya's Vision 2030 and other policies prioritize technology and innovation, infrastructure investment, public-private partnerships and creative economy;

WHEREAS in 2025 California became the world's fourth-largest economy with world-leading climate innovation, technology and creative sectors;

WHEREAS the Participants desire to enhance actions and policies to further strengthen and coordinate efforts to combat climate change, protect the environment, and strengthen trade relations.

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 collaborate on protecting the environment, combating climate change, and strengthening economic ties. In doing so, the Participants share the following common objectives:

- a) To promote the protection of the natural and built environment and reduce air pollution and carbon emissions;
- b) To advance medium- and long-term low-carbon development and national climate plans;
- c) To promote policy research, development and innovation for sustainable transportation and clean energy goals;
- d) To promote mutually beneficial trade relations;
- e) To advance policy research, development, and innovation in sustainable land use and urban planning that reduces long commutes and urban sprawl, while promoting integrated land use and transportation systems; and
- f) To promote opportunities for private collaboration, as well as public-private partnerships within the targeted Areas of Cooperation outlined below.

SECTION 2

Areas of Cooperation

The Participants intend to cooperate on protecting the environment, combating climate change, and strengthening economic ties through initiatives focused particularly on, but not limited to, the following areas of cooperation:

- a) Greenhouse gas emissions and air quality;
- b) Deployment of zero-emission vehicles, including cars, trucks, buses, and 2- and 3-wheelers;
- c) Sustainable urban transportation to ensure affordable, accessible and safe mobility for all;
- d) Green ports to advance sustainable freight and green shipping corridors;
- e) Clean energy and climate entrepreneurship;
- f) Low-carbon transportation fuels;
- g) Climate smart agriculture;
- h) Sustainable land use planning;
- i) Climate adaptation;
- j) Renewable energy integration, energy efficiency, and energy storage;
- k) Digital technology and creative economy;
- l) Coordinate on methane detection and abatement policies based on preliminary satellite methane plume detection data; and
- m) Academic exchange and university partnerships.

SECTION 3

Coordination

- a) The Participants designate the Ministry of Investment, Trade and Industry in coordination with Executive Office of the President, the Ministry of Environment, Climate Change, the Ministry for Roads and Transport, the Ministry of Agriculture, Livestock and Fisheries and the Ministry of Education within Kenya and the California State Transportation Agency, in coordination with sister agencies such as the California Environmental Protection Agency, the California Natural Resources Agency, the Governor's Office of Land Use and Climate Innovation, the Governor's Office of Business and Economic Development, and the California Department of Food and Agriculture within California to serve as coordinators for the development of the Action Plan to implement the objectives of this MOU.
- b) The Ministry of Investment, Trade and Industry of Kenya and the California State Transportation Agency will serve as the respective focal points for communication and information exchange, as well as any notice submitted under this MOU.
- c) The Participants intend to designate the Institute of Transportation Studies at the University of California, Davis as the Secretariat to serve as the primary liaison for communication and information exchange, as well as for any notice to be submitted under this MOU.

SECTION 4
Joint Implementation Committee

The Participants hereby establish a Joint Implementation Committee (JIC) to coordinate, monitor, and oversee the implementation of this MOU. The JIC will comprise an equal number of senior representatives from each Participant and will be co-chaired by the respective heads of delegations from the Participants. The JIC is established for administrative convenience only and has no regulatory authority of any kind.

SECTION 5
Specific Activities

Specific activities to achieve the objectives of this MOU for the key sectors and initiatives identified in Section 2 may include:

- a) Organizing joint symposia, seminars, workshops, and technical exchanges with government agencies, academic institutions, private enterprises, and industry associations on specified areas of cooperation to inform policy and support entrepreneurs in the development and scale-up of clean energy technology;
- b) Convening policy dialogues among suitable government administrators, regulators, legislators, and thought leaders on specific areas of cooperation for the purpose of knowledge and best practice exchange; and
- c) Capacity building activities that create long-term domestic capability for policymakers and research institutions to advance the design and implementation of policy best practices.

SECTION 6
No Legal Obligations, Rights, or Remedies

This MOU 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 commitments in this MOU are not conditioned upon reciprocal actions by other Participants; each Participant retains full discretion over implementation of its commitments in light of the Participants' individual circumstances, laws, and policies; and each Participant is free to terminate the MOU.

SECTION 7
Confidentiality

The Participants will coordinate on the development of adequate procedures to protect any confidential information the Participants may share during the course of implementation of this MOU in accordance with all applicable laws.

SECTION 8
Non-exclusivity

This MOU in no way restricts the Participants from participating in similar activities with other private or public agencies.

SECTION 9
Availability of Personnel and Resources

- a) This MOU 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 MOU will be assumed by the Participant that incurs them, unless otherwise expressly stated in a future written arrangement in accordance with applicable laws. All activities undertaken pursuant to this MOU are subject to the availability of funds, personnel and other resources of each Participant.
- b) The personnel designated by a Participant for the execution of this MOU will work under the orders and responsibility of that Participant and any other organization or institution to which the personnel already belong, at all times maintaining any preexisting employment relationship only with that Participant and organization or institution, and not with any other Participant.

SECTION 10
Compliance with Applicable Laws

Activities undertaken in connection with this MOU will be subject to, and will be undertaken in a manner consistent with, all applicable laws of the Participants.

SECTION 11
Settlement of Disputes

Any difference that may arise in relation to the interpretation or application of this MOU will be resolved through consultations between the Participants, in good faith to resolve such differences.

SECTION 12
Coming into Effect, Modification and Termination

- a) This MOU 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 MOU.
- b) This MOU may be modified at any time by mutual consent of the Participants. Any modification will be made in writing and specify the date on which such modification is to become effective.
- c) Any of the Participants may, at any time, terminate this MOU by providing written notice to the other Participant(s). A Participant that intends to terminate this MOU will endeavor to provide notice of such termination to other Participants sixty (60) days in advance.
- d) The termination of this MOU will not affect when activities initiated while this MOU is in effect will conclude, unless a Participant expressly states otherwise. A Participant that intends to terminate a previously initiated activity will endeavor to reach an understanding with the other Participant concerning such termination.

Signed in New York on the 25th day of September 2025, in two original copies in the English language.

FOR THE GOVERNMENT OF REPUBLIC
OF KENYA



HON. MR. LEE KINYANJUI
CABINET SECRETARY FOR
INVESTMENTS, TRADE, AND INDUSTRY

FOR THE GOVERNMENT OF THE STATE
OF CALIFORNIA, UNITED STATES OF
AMERICA



TOKS OMISHAKIN
SECRETARY OF TRANSPORTATION