

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MINISTRY OF ECOLOGY AND ENVIRONMENT OF
THE PEOPLE’S REPUBLIC OF CHINA
AND
THE STATE OF CALIFORNIA OF THE UNITED STATES OF AMERICA**

The Ministry of Ecology and Environment of the People’s Republic of China (“MEE”) and the State of California of the United States of America (“California”);

ACKNOWLEDGING that MEE and California (referred to collectively as the “Participants”) have successfully cooperated on air pollution control, climate change and environmental protection through the *Memorandum of Understanding to Enhance Cooperation on Climate and Environment Between the Ministry of Ecology and Environment of the People’s Republic of China And the State of California of the United States of America* which took effect on November 8, 2018, but has now expired;

WHEREAS California has strong climate mitigation policies, including reducing greenhouse gas emissions 40% below 1990 levels by 2030, 50% renewable energy and doubling of energy efficiency by 2030, and achieving carbon neutrality by 2045;

WHEREAS China is committed to improving air quality and aims to reduce greenhouse gas emissions, with the goal to peak its carbon emission before 2030 and try to achieve carbon neutrality by 2060;

WHEREAS the Participants are committed 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
Objective**

The purpose of this Memorandum of Understanding is to establish a flexible framework between the Participants in order to continue collaborating to protect the environment, combat climate change and advance clean energy development. 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 combat climate change, and advance medium- and long-term low-carbon development and the vision of carbon neutrality; and

- c) To advance the research, development and innovation of clean energy.

SECTION II

Areas of Cooperation

On the basis of the principles of equality and mutual benefit, the Participants intend to cooperate through initiatives focused particularly on, but not limited to, the following areas of cooperation:

- a) Activities to mitigate carbon emissions, to control carbon dioxide, methane and other greenhouse gases with various efforts, and to reduce air pollution while enabling sustained economic growth;
- b) Activities that enhance air pollution control strategies for the transportation sector, such as the pollution control strategies on VOCs, O₃, PM_{2.5}, and the research of exhaust emissions standards, as well as providing policy recommendations and input for some environmental protection action plans under China's Five Year Plan;
- c) Activities to reduce short-lived climate forcers (SLCFs), especially in the field of refrigerants;
- d) Activities that strengthen institutions and governance structures that oversee implementation and enforcement of air pollution reduction programs, such as providing advice on potential policies and strategies for legal compliance and enforcement;
- e) Activities to implement carbon emissions trading systems, emission trading system and other market-based instruments;
- f) Activities that increase the usage of electrified transportation, such as supporting the adoption of zero-emission vehicles (also referred to as New Energy Vehicles);
- g) Activities that support new and expanded markets for clean and efficient energy technologies, including within energy-intensive industries and transportation, and that carry out technology exchange and promotion, as appropriate;
- h) Activities that strengthen sharing and cooperation in research and practice of climate change mitigation and adaptation;
- i) Activities to strengthen exchanges on achieving the vision of carbon neutrality ;
- j) Activities that advance green recovery and promote climate-resilient infrastructure investment and green finance;
- k) Activities and two-way exchange on co-benefits of addressing climate change and protecting biodiversity through nature-based solutions, share best practices and activities that support action including capacity building; and

- l) Other mutually agreed activities.

SECTION III Coordination

The Participants will, on a regular basis, inform and consult with the other on matters of common interest that represent opportunities for mutual benefit consistent with this Memorandum of Understanding (MOU).

The Participants respectively designate the Department of International Cooperation of the MEE and California Environmental Protection Agency along with California Natural Resources Agency, California Air Resources Board and California Energy Commission to establish the creation of an action plan to implement the objectives of this Memorandum of Understanding.

The Participants will each 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 required to be submitted under this Memorandum of Understanding. The California-China Climate Institute at the University of California, Berkeley and the Foreign Environmental Cooperation Center of MEE are designated as points of contact for California and MEE respectively under this MOU.

The Participants, by common consent, may seek the collaboration of third parties, including universities and other public and private academic institutions whose activities may contribute to achieving the goals of this MOU.

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) Sharing information and experiences regarding policies, programs, and incentives to strengthen low carbon development and to reduce air pollution across economic sectors and regions;
- b) Organizing annual meetings focused on carbon neutrality, climate change mitigation and adaptation;
- c) Organizing of symposium, seminars, workshops, exhibitions and training;
- d) Cooperating in other mutually agreed ways contribute to the purpose of this MOU.

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 at any time.

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 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 VII
Compliance with Applicable Laws

This MOU shall be construed consistent with all applicable laws, and activities undertaken in connection with this MOU 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 between the Participants, who will endeavor in good faith to resolve such differences.

SECTION IX
Final Provisions

This Memorandum of Understanding is effective from the date of its signature, for a four-year period, unless renewed or extended by the Participants in the same manner that the Participants may otherwise modify this Memorandum of Understanding.

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, and the Participants pledge to endeavor to provide prior written notice to the other Participant 30 days in advance.

The termination of this Memorandum of Understanding shall not affect the conclusion of the cooperation activities that may have been initiated during the time this Memorandum of Understanding is in effect, unless the Participants mutually decide otherwise.

Signed in Beijing, China on April 19, 2022 on the MEE side and in Sacramento, California on April 18, 2022 on the California side, in two original copies in English and Chinese. Both texts are equally valid.

**FOR THE MINISTRY OF ECOLOGY
AND ENVIRONMENT OF THE
PEOPLE'S REPUBLIC OF CHINA**



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