

Memorandum of Cooperation
between
New Zealand Government
and
The Environmental Protection Agency of the State of California of
the United States of America

The New Zealand Government and the California Environmental Protection Agency, hereinafter referred to as "the Participants," decide as follows:

WHEREAS California and New Zealand are committed to significant climate change action and share the long-term goal of becoming carbon-neutral societies by 2050. California aims to achieve carbon neutrality by 2045, and New Zealand has a target to achieve net zero carbon emissions by 2050. These targets have resulted in ambitious policies for zero-emission transportation on land and sea, energy innovation, clean power generation, nature-based solutions and zero waste initiatives.

WHEREAS in 2021, California, New Zealand, and Québec signed a Joint Declaration to strengthen cooperation in the fight against climate change by sharing information, experiences, and best practices and promoting the environmental integrity of carbon pricing instruments to reduce greenhouse gas emissions worldwide, and explore opportunities for potential future alignment of our respective cap-and-trade programs.

WHEREAS the transport sector is California's largest source of GHG emissions and New Zealand's second biggest source of GHG emissions.

WHEREAS California and New Zealand seek to develop and promote agricultural technologies to reduce greenhouse gas emissions from the agricultural sector and to build the resilience of agricultural systems.

WHEREAS California and New Zealand are leaders on nature-based solutions, and committed to delivering on our climate mitigation and adaptation goals through action in the land sector;

WHEREAS the opportunities to combat climate change, and to protect the environment and human health, and optimize the quality of life for the inhabitants of California and New Zealand are plentiful;

Therefore, the Participants have reached the following understanding:

SECTION I

Objective

The purpose of this Memorandum of Cooperation is to establish a flexible framework between the Participants in order to permit them to enhance cooperation on environmental protection, natural resources, and climate change. In doing so, the Participants share the following common objectives:

- a) To respond collaboratively to the causes and consequences of climate change while supporting a growing, clean economy;
- b) To reduce greenhouse gases, criteria pollutants, air toxic contaminants and hazardous waste, from all sectors;
- c) To ensure efforts to address the climate crisis support equity, and environmental and economic goals;
- d) To accelerate environmental stewardship through enhanced waste, water and recycling programs and nature based solutions;
- e) To build community resilience to climate change impacts;
- f) To accelerate the production and use of clean and renewable energy;
- g) To reduce greenhouse gas emissions from and build climate resilience within the agricultural sector;
- h) To encourage the participation of the public, private and other sectors in the transition towards an equitable, resilient and carbon-neutral future;
- i) To work in partnership with indigenous peoples and leaders to develop and implement solutions to unique difficulties facing indigenous communities exacerbated by climate change and to transition to a resilient, low-emissions, productive, sustainable and inclusive economy.

SECTION II

Areas of Cooperation

The Participants intend to further the objectives set forth in Section I through initiatives focused particularly on, but not limited to, the following areas of cooperation:

a) Transportation Electrification

- Sharing technical information and best practices to reduce emissions of greenhouse gases and air pollutants from vehicles, engines, and fuels, and promote policy sharing, where applicable;
- Promoting best practices to accelerate the deployment of zero-emission vehicles, enhanced electric vehicle (EV) use through EV charging infrastructure deployment and innovative transportation technologies, including through purchase incentives, infrastructure investments and low-carbon clean fuel standards;
- Creating dialogue to share experiences to ensure paired growth in renewable electricity deployment with electrification of the transport system; and
- Sharing lessons learned in working with private sector actors to develop and promote zero-emission transportation options.
- Working to increase the supply of zero emission vehicles through various means including public outreach, research, policy exchange, and engaging with private sector actors

b) Emission Trading Schemes

- Sharing best practices in the development and application of market-based programs and carbon pricing instruments.

c) Clean Energy

- Promoting dialogue on clean energy technology trade and deployment strategies, with a particular focus on decarbonization, energy efficiency and renewable energy

development in several sectors, such as transport, buildings, agriculture, industrial, and power generation;

- Supporting and expanding the use of energy storage technologies, smart grid solutions, and energy efficiency technologies and policies; and
- Working towards the transition to a carbon neutral and climate-resilient economy and society through increasing the supply and use of electrification and low-carbon fuels and decreasing the carbon intensity of fuels for transport.

d) Nature-Based Solutions

- Promoting market development for climate smart food, fiber, flora and biobased fuel products via investment in value-add manufacturing and processing infrastructure, technical assistance and government procurement programs;
- Sharing best practices related to environmental integrity in accounting and target setting for land-based emissions and removals, avoidance of double counting, transparency, additionality, discouraging emissions and encouraging long-term carbon storage in natural sinks, ambition in market mechanisms and enhancing biodiversity.
- Promote cooperation on and information sharing about nature-based solutions to mitigation and adaptation that provide effective socio-economic and environmental safeguards and co-benefits including to enhance biodiversity, ecosystem resilience, and human rights including the rights of indigenous peoples.

e) Climate Smart Agriculture

- Promoting dialogue and best practices to support indigenous partnerships, watershed management, and enhancing biodiversity;
- Promoting dialogue and joint projects to expand on-farm practices to build soil health, reduce agricultural methane emissions, and further on-farm water-use efficiency to support a robust and climate resilient agricultural sector;

- Facilitating innovative partnerships, bringing together participants from public, private and academic entities, bilaterally or multilaterally, to co-develop new technologies and solutions within the agricultural sector.

f) Circular Economy

- Cooperating and exchanging information on the transition to a circular economy, recognizing the importance of the role of the private sector in the transition to a circular economy.

**SECTION III
Coordination**

The Participants respectively designate the California Environmental Protection Agency, in coordination with sister agencies such as the California Natural Resources Agency and the California Department of Food and Agriculture, to establish the creation of an action plan to implement the objectives of this Memorandum of Cooperation.

In order to follow up on the implementation of this MOC, the New Zealand side respectively designates the Ministry for the Environment and the Californian side designates the California Environmental Protection Agency. These organizations will coordinate the implementation of this MOC, as appropriate, with other commitments between entities in New Zealand and California, and will meet, in person or by video or telephone conference, at mutually acceptable times.

**SECTION IV
Specific Activities**

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

- a) Share best practices, approaches and potential solutions in the field of zero- emission transportation market development.
- b) Exchange ideas and knowledge on how to stimulate innovation and facilitate entrepreneurship in the renewable energy and clean tech sectors.

- c) Collaborate on specific projects, including technology and infrastructure demonstration projects;
- d) Exchange ideas on working with the private sector to overcome supply chain constraints, trade barriers and/or increase the production volumes of zero emission technology
- e) Share information and experiences regarding policies and programs, as well as policy design and capacity building support;
- f) Engage jointly in cooperative research, development, information sharing, and deployment projects on energy efficient and/or low carbon technologies;
- g) Organize jointly symposia, seminars, workshops, exhibitions, and training;
- h) Participate in other commitments and/or initiatives, including regional and multilateral consortia, and innovation hubs;
- i) Engage in any other form of cooperation that the Participants consider may contribute to the goals of this Memorandum of Cooperation-
- j) Participate jointly in conferences, and other events that would promote the collaborative efforts between California and New Zealand and increase information sharing.

SECTION V

Points of Contact

The Government of New Zealand and the California Environmental Protection Agency will also serve as the respective contact points for communication and information exchange, as well as any notice required to be submitted under this Memorandum of Cooperation (MOC).

Government of New Zealand: Janine Smith, Deputy Secretary, Ministry for the Environment

Government of California: Shereen D'Souza, Deputy Secretary, Environmental Protection Agency

SECTION VI

No Legal Obligations, Rights, or Remedies

This Memorandum of Cooperation 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 Cooperation 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 VII

Availability of Personnel and Resources

This Memorandum of Cooperation 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 Cooperation will be assumed by the Participant who incurs them, unless otherwise expressly approved in a future written arrangement in accordance with applicable laws. All activities decided pursuant to this Memorandum of Cooperation 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 Cooperation 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 MOC will be construed consistent with all applicable laws, and activities accepted in connection with this MOC will be subject to, and will be accepted in a manner consistent with, all otherwise-applicable laws.

SECTION IX
Interpretation and Application

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

SECTION X
Final Provisions

This MOC 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 Memorandum of Cooperation.

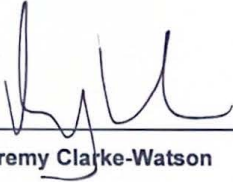
This Memorandum of Cooperation may be modified at any time by mutual consent of the Participants. Any modification will be made in writing and specify the date on which such modification is to become effective.

Any of the Participants may, at any time, withdraw from this Memorandum of Cooperation by providing a written notice to the other Participant. A Participant who intends to withdraw from this MOC will endeavor to provide notice of such withdrawal to other Participants 60 days in advance.

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

Signed in San Francisco on May 27, 2022.

**FOR THE GOVERNMENT OF
NEW ZEALAND**

A handwritten signature in black ink, appearing to read 'J. Clarke-Watson', written over a horizontal line.

**Jeremy Clarke-Watson
Consul-General, Los Angeles**

**FOR THE CALIFORNIA
ENVIRONMENTAL PROTECTION
AGENCY OF THE STATE OF
CALIFORNIA OF THE UNITED
STATES OF AMERICA**

A handwritten signature in black ink, appearing to read 'J. Blumenfeld', written over a horizontal line.

**Jared Blumenfeld
Secretary**