

**Memorandum of Understanding on Environment and Climate
Cooperation Between
The California Air Resources Board
And
The Beijing Municipal Ecology and Environment Bureau**

The intent of this Memorandum of Understanding (MOU) on Environment and Climate Cooperation is to build on the relationship of cooperation between the California Environmental Protection Agency and the Beijing Municipal Ecology and Environment Bureau (hereinafter referred to as “BEE”), who signed the original MOU in 2005, and updated it respectively in 2013 and 2016, in order to promote cooperation and collaboration between BEE and relevant counterparts in California on science and policies in the field of environmental protection. This is to renew the MOU again and the cooperation on climate actions is included.

Article I: Objectives

The purpose of this Memorandum of Understanding is to establish a flexible framework between the Participants in order to permit them to collaborate on protecting the environment, combating climate change and advancing 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, advance medium- and long-term low-carbon development and the development and implementation of carbon neutrality plans and improve climate change adaptation strategies;
- c) To advance clean energy research, development and innovation;
- d) To accelerate the deployment of zero emission vehicles (ZEVs), new energy vehicles (NEVs) and the phase-out of fossil fuel vehicles in both regions;
- e) To facilitate cooperation in nature-based climate solutions and strengthen awareness of nature-based climate cooperation.

Article II: Areas of Cooperation

The main areas of cooperation and of common interest are as follows:

- Environmental management legislation, policy and regulation;
- Climate mitigation actions;
- Climate adaptation actions;
- Air quality management;
- Informational exchange and capacity building (technical training, lectures, workshops etc.);
- Public education on environmental protection;
- Implementation of a pilot project of mutual interest and benefit to the Parties; and
- Water quality management, solid waste management, biodiversity protection and other environmental affairs;
- Cooperation may also be undertaken in other areas as agreed by the Parties.

Article III: Forms of Cooperation

Forms of cooperation under this MOU include the following:

- Exchange of scientific and technical information through bi-lateral visits and meetings;
- Collaborative research on pollution prevention and control and climate mitigation and adaptation;
- Best policy practice and knowledge, and experience sharing;
- Capacity building through study tours, lab comparisons, in-depth technical training, and invited lectures;
- Any other forms of cooperation deemed necessary by the Parties.

Article IV: Mechanisms for Cooperation

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.

The Parties will draw up an annual work plan concerning specific issues of cooperation under this MOU.

The participants will designate a point of contact (or Secretariat) that will serve as a communications and information exchange conduit, as well as for any notice required to be submitted under this Memorandum of Understanding.

The California Air Resources Board's International Advisor will be designated as California's liaison, who will be responsible for coordination among California agencies for involvement in the cooperation. The California-China Climate Institute at the University of California Berkeley will be identified as the Secretariat.

The Director for International Cooperation of BEE will be designated as Beijing's liaison, who will be responsible for coordination among Beijing municipal agencies for involvement in the cooperation. The International Cooperation Office of BEE will be identified as the Secretariat. The Beijing Research Academy of Environmental Sciences, Beijing Municipal Ecological and Environmental Monitoring Center and Beijing Climate Change Management Centre may support cooperation under this MOU.

Article V: 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 not with any other Participant.

Article VI: 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.

Article VII: Modification, Interpretation and Application

This MOU may be amended as agreed by the Parties in writing. Any modification shall be made in writing and specify the date on which such modification is to become effective.

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

Article VIII: 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.

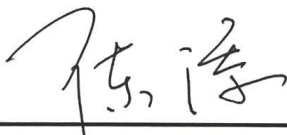
Article IX: Final Provisions

This Memorandum 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.

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.

This MOU is signed in Beijing on October , 2023 in duplicate, in English and Chinese. Both texts are equally valid.



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BEIJING MUNICIPAL ECOLOGY
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Date: 10/26 , 2023



NAME LIANE RANDOLPH
CHAIR
CALIFORNIA AIR RESOURCES BOARD

Date: 10/ , 2023