

**Memorandum of Understanding Between the Government of
Gyeonggi Province of the Republic of Korea and the Government of the
State of California of the United States of America**

The Government of Gyeonggi Province of the Republic of Korea ("Gyeonggi") and the Government of the State of California of the United States of America ("California"), hereinafter referred to collectively as the "Participants" and individually as "Participant," decide as follows:

CONSIDERING that Gyeonggi and California recognize that international exchanges between subnational governments and cooperation can bring mutual benefits to future economic development and have expressed the intention to strengthen and coordinate efforts on promoting economic and trade relations, combatting climate change, and facilitating people-to-people exchanges;

WHEREAS Gyeonggi and California have much in common, including the size and scale of their economies, their roles as hubs for industry and innovation, and efforts to achieve carbon neutrality;

WHEREAS Gyeonggi and California have committed to achieving carbon neutrality by 2050 and 2045, respectively, supported by relevant interim goals to reduce greenhouse gas emissions and decarbonize the electricity and industrial sectors;

WHEREAS Gyeonggi and California, as founding signatories of the Subnational Methane Action Coalition, have committed to pursuing ambitious reductions in emissions of the super pollutant methane from key anthropogenic sectors, developing methane emission reduction targets, and advancing international collaboration on methane abatement strategies and technologies;

WHEREAS Gyeonggi and California, the most populous subnational jurisdictions in the Republic of Korea and the United States of America, respectively, serve as powerhouses of the Korean and US economies, as well as driving forces in the creation of opportunities and conditions for national growth, including in key clean industries that are critical to the achievement of global climate goals;

WHEREAS Gyeonggi and California, preeminent regions in their respective nations and global economic leaders, are working to enhance interregional cooperation and mutually beneficial relations in highly dynamic and competitive world markets;

Therefore, the Participants have reached the following understanding:

**SECTION I
Objectives**

The purpose of this Memorandum of Understanding ("MOU") is to establish a flexible framework between the Participants in order to expand collaboration on economic development, trade relations and climate action. In doing so, the Participants share the following common objectives:

- a) To deepen their relationship, with the goals of encouraging collaboration between subnational governments, academia, private sector actors, entrepreneurs, and innovators and increasing prosperity in both regions;
- b) To facilitate industrial-sector exchange between Gyeonggi and California in a wide range of areas for the benefit of the economic development of both regions;
- c) To provide mutual support in progressing towards Gyeonggi and California's respective goals for net-zero emissions and carbon neutrality;
- d) To advance the development, adoption, and scale-up of clean technologies and strategies; and,

- e) To provide mutual assistance towards improved understanding of each other's policies and priorities, regulatory frameworks and investment environments.

SECTION II

Areas of Cooperation

The Participants share the intention to cooperate on the following areas, according to the principles of equality and mutual benefit:

1. **Trade and investment**, including economic and business development, mutual investment and innovation;
2. **Climate change**, including mitigation and adaptation, building resilience, reducing emissions of greenhouse gases including short-lived climate pollutants, clean mobility, and addressing impacts on underserved populations; and
3. **People-to-people exchanges**, including among entrepreneurs, start-up business communities, and small and medium enterprises.

SECTION III

Coordination

The Participants respectively designate the International Economic Cooperation Division of the Gyeonggi Provincial Government and the International Affairs and Trade unit of the California Governor's Office of Business and Economic Development to establish the creation of an action plan to implement the objectives of this MOU.

SECTION IV

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

SECTION V

Availability of Personnel and Resources

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 stipulated and decided pursuant to a future written arrangement. All activities undertaken pursuant to this MOU 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 MOU will work under the orders and responsibility of that Participant and any other organization or institution to which they belong, at all times maintaining any pre-existing employment relationship with the Participant and such organization or institution. Their work will not create an employer-employee relationship with another party or any other organization or institution, so in no case will that other party, or other organization or institution, be considered as a substitute or joint employer of the designated personnel.

SECTION VI
Compliance with Applicable Laws

All activities undertaken pursuant to or in connection with this MOU, and all personnel designated by the Participants for the execution of those activities undertaken pursuant to this MOU are subject to all laws applicable in the jurisdiction where the activities are performed. Such personnel, if visiting the other Participant to participate in an activity pursuant to this MOU, will not engage in any activity detrimental to this MOU.

SECTION VII
Interpretation and Application

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

SECTION VIII
Final Provisions

This MOU is effective from the date of its signature for a 3-year period, unless renewed or extended by the Participants in the same manner that the Participants may otherwise modify this MOU.

This MOU 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.

Either Participant may, at any time, withdraw from this MOU by providing a written notice to the other Participant. A Participant intending to withdraw from this MOU shall endeavor to provide written notice to the other party Participant 90 days in advance of the withdrawal.

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

Signed on 05/06/2024, this MOU is executed in duplicate in Korean and English, with both texts being equally authentic.

**FOR THE GOVERNMENT OF
GYEONGGI PROVINCE OF THE
REPUBLIC OF KOREA**

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