#### MEMORANDUM OF UNDERSTANDING BETWEEN

### THE MINISTRY OF ENVIRONMENT AND SUSTAINABLE DEVELOPMENT OF COLOMBIA

**AND** 

# THE GOVERNMENT OF THE STATE OF CALIFORNIA OF THE UNITED STATES OF AMERICA CONCERNING CLIMATE ACTION AND ENVIRONMENTAL PROTECTION

The "Ministry of Environment and Sustainable Development of Colombia ("Minambiente") and the Government of the State of California of the United States of America

("California"), hereinafter referred to as "the Participants," declare as follows:

**WHEREAS** climate change is an urgent issue, causing more frequent and extreme weather events that threaten our residents, economies, businesses, public health, and cultural heritage;

**WHEREAS** Colombia and California face similar environmental challenges from the impact of climate change, including flooding, landslides, drought, extreme heat, and wildfire:

**RECOGNIZING** the imperative for climate action to provide economic and human health benefits to communities;

**RECOGNIZING** the importance of the clean energy transition to achieve Colombia and California's respective climate goals of carbon neutrality by 2050 and 2045;

**WHEREAS** Colombia is a signatory to the Global Methane Pledge, which aims to collectively reduce methane emissions by 30% from 2020 levels by 2030;

**WHEREAS** California is committed to reducing methane emissions 40% from 2013 levels by 2030 and is a member of the Subnational Methane Action Coalition (SMAC), a group of subnational governments committed to advancing methane action;

**WHEREAS** California and Colombian departments work together to protect forests and reduce emissions from deforestation as members of the Governors' Climate and Forests (GCF) Task Force;

**RECOGNIZING** the ongoing processes of reconciliation with Indigenous peoples in Colombia and California Native American tribes and the importance of full and meaningful representation and participation of Indigenous peoples in climate action and environmental protection;

**RECOGNIZING** the opportunities to strengthen relations between Colombia and California and spur innovation and other collaborations, and the value that strengthened relations will bring to advancing climate action and environmental protection;

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 to collaborate on climate action and environmental protection. In doing so, the Participants share the following common objectives:

- a) Exchange information and best practices regarding climate action and environmental protection;
- b) Advance the development, adoption, and scale-up of clean technologies and strategies;

- c) Promote exchanges between the public and private sectors to stimulate innovation, support research exchange and partnership, deepen trade and commercial ties, and promote economic development; and
- d) Promote increased cooperation on climate action and environmental protection between the Participants.

# SECTION II Areas of Cooperation

The Participants intend to continue to collaborate on climate action and environmental protection through initiatives focused particularly on, but not limited to, the following areas of cooperation:

- a) Climate change mitigation and the reduction of greenhouse gas emissions, including short-lived climate pollutants such as methane and hydrofluorocarbons (HFCs);
- b) Clean transportation, including zero-emission vehicles;
- c) Clean energy;
- d) Emissions trading systems;
- e) Nature-based climate solutions;
- f) Climate-smart agriculture;
- g) Climate change adaptation and coastal erosion;
- h) Conservation of biodiversity; and
- i) New and advanced research, innovation, and technologies for climate change adaptation and mitigation.

#### SECTION III Coordination

The Participants respectively designate the Ministry of Environment and Sustainable Development of Colombia and the California Environmental Protection Agency, in cooperation with other California agencies, to establish the creation of an action plan to implement the objectives of this Memorandum of Understanding.

# 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) Technical exchanges and sharing of knowledge, experience, best practices, and information on policy and program development and implementation;
- b) Where appropriate and upon mutual understanding, engage academic institutions and the private sector in discussions and information sharing under this Memorandum of Understanding; and
- c) Any other mutually acceptable forms of cooperation that contribute to the objectives of this Memorandum of Understanding.

Any exchange of information by Colombia involving traditional knowledge or practices of Indigenous peoples in Colombia shall be subject to prior review by the Ministry of Environment and Sustainable Development of Colombia, and, when applicable, will require prior authorization from the competent Indigenous authorities, in accordance with Colombian law and international obligations.

#### SECTION V Points of Contact

The Ministry of Environment and Sustainable Development of Colombia and the California Environmental Protection Agency will also serve as the respective contact points for communication and information exchange, as well as any notice submitted under this Memorandum of Understanding.

Ministry of Environment and Sustainable Development of Colombia: Head of the Office of International Affairs, or any successors or designees.

California Environmental Protection Agency: Deputy Secretary for Climate Policy, or any successors or designees.

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

# SECTION VII 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 that incurs them, unless otherwise expressly stated 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 VIII Compliance with Applicable Laws

This Memorandum of Understanding will be construed consistent with all applicable laws, and activities undertaken in connection with this Memorandum of Understanding will be subject to, and will be undertaken 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 Understanding will be resolved through consultations between the Participants, which will endeavor in good faith to resolve such differences.

#### SECTION X Final Provisions

This Memorandum of Understanding 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 Understanding.

This Memorandum of Understanding 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, terminate this Memorandum of Understanding by providing written notice to the other Participant(s). A Participant that intends to terminate this Memorandum of Understanding will endeavor to provide notice of such termination to other Participants 60 days in advance.

The termination of this Memorandum of Understanding will not affect when activities initiated while this Memorandum of Understanding 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 Belém, Brazil on November 12, 2025, in two original copies in English and Spanish, both versions being equally valid.

FOR THE MINISTRY OF ENVIRONMENT AND SUSTAINABLE DEVELOPMENT OF COLOMBIA

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

Irene Vélez Torres

**Wade Crowfoot** 

Acting Minister of Environment and Sustainable Development

**Secretary for Natural Resources**