

**MEMORANDUM OF UNDERSTANDING ON ENHANCING COOPERATION
ON STRENGTHENING LOW-CARBON DEVELOPMENT AND GREEN TRANSITION
BETWEEN
THE NATIONAL DEVELOPMENT AND REFORM COMMISSION OF
THE PEOPLE'S REPUBLIC OF CHINA AND
THE GOVERNMENT OF THE STATE OF CALIFORNIA
OF THE UNITED STATES OF AMERICA**

The National Development and Reform Commission of the People's Republic of China ("NDRC") and the Government of the State of California of the United States of America ("California", and hereinafter referred to collectively as "the Parties");

ACKNOWLEDGING that NDRC and California have signed the Memorandum of Understanding to Enhance Cooperation on Low Carbon Development Between the National Development and Reform Commission of the People's Republic of China And the State of California of the United States of America on September 15, 2015, and successfully cooperated on expanding economic growth while addressing air pollution, climate change, and environmental protection;

WHEREAS the Parties are committed to enhancing actions and policies to further strengthen and coordinate efforts to combat climate change and protect the environment;

Therefore, the Parties have reached the following understanding:

SECTION I

Objective

The purpose of this Memorandum of Understanding(MOU) is to establish a flexible framework between the Parties in order to continue collaborating to protect the

environment, combat climate change and advance clean energy development. In doing so, the Parties share the following common objectives:

1. To combat climate change, and advance medium- and long-term low-carbon development and the vision of carbon neutrality;
2. To advance the research, development and innovation of clean energy;
3. To promote the protection of the natural and built environment, and reduce air pollution and control carbon emissions; and
4. To support California and relevant localities in China to carry out policy communication on low-carbon and sustainable development at the provincial/state and city levels, share and communicate concepts, policies and practices related to the sustainable development of low-carbon cities, and enhance information exchange and practical cooperation.

SECTION II

Areas of Cooperation

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

1. Activities to mitigate carbon emissions while enabling sustained economic growth;
2. Activities to decarbonize the power sector through the transition from fossil fuel energy to renewable energy;
3. Activities that exchange views on mid-term economic and energy planning documents;
4. Activities that promote efficient energy consumption among industrial, commercial, and residential sectors;
5. Activities that increase the usage of electrified transportation, such as supporting the adoption of New Energy Vehicles, Zero Emission Vehicles, and their associated charging infrastructure
6. Activities that support California and relevant localities in China to strengthen cooperation on clean energy and low-carbon development at the provincial/state and city levels, and promote pilot projects;

7. Activities to accelerate the deployment of offshore wind technology, including information and lessons learned on offshore wind installation, ports development, workforce development and supply chain development to support offshore wind;
8. Activities to accelerate the transition to clean energy technologies, including information exchange on energy storage, hydrogen, grid reliability strategies, and grid management technologies such as demand response and demand flexibility;
9. Activities to build climate resilient economies; and
10. Other mutually agreed activities.

SECTION III

Coordination

The Parties 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 MOU.

The Parties respectively designate the Department of Resource Conservation and Environmental Protection, along with Department of International Cooperation, Energy Research Institute and National Energy Conservation Center of NDRC and California Air Resources Board along with the California Environmental Protection Agency, the California Natural Resources Agency, and California Energy Commission to establish the creation of an action plan to implement the objectives of this MOU.

The Parties intend to designate a point of contact that will serve as the primary liaison for communication and information exchange, as well as for any notice to be submitted under this MOU. The Energy Research Institute of NDRC and California-China Climate Institute at the University of California, Berkeley are designated as points of contact for NDRC and California respectively under this MOU.

The Parties, 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 MOU for the key sectors and initiatives identified in Section II may include:

1. Sharing information and experiences regarding policies and programs to strengthen low carbon development across economic sectors;
2. Establish a cooperation and exchange mechanism, promote exchanges and visits between the parties' relevant personnel, including exchange using conference calls and annually meeting;
3. Cooperative research on clean and efficient energy projects, including on explore joint research, development and deployment;
4. Joint organization of symposia, seminars, workshops, exhibitions and training;
5. Activities to establish partnerships and exchange knowledge and experiences on low-carbon cities (towns), low carbon communities, and low carbon industry park pilot development; and
6. Any other mutually agreeable forms of cooperation that contribute to the purpose of this MOU.

SECTION V

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 form whatsoever. In addition, the pledges in this MOU are not conditioned upon reciprocal actions by other Parties; each Party retains full discretion over implementation of its pledges in light of the Party's individual

circumstances, laws, and policies; and each Party is free to withdraw from the MOU at any time.

SECTION VI

Funding Arrangements

This MOU does not involve the exchange of funds or employment of personnel of the other Party, nor does it represent any obligation of funds or employment of personnel by either Party. All costs that may arise from activities covered by, mentioned in, or pursuant to this MOU will be assumed by the Party who incurs them, unless otherwise expressly agreed in a future written arrangement in accordance with applicable laws. All activities undertaken pursuant to this MOU are subject to the availability of funds, personnel and other resources of each Party.

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 MOU will be resolved through consultations between the Parties, who will endeavor in good faith to resolve such differences.

SECTION IX

Final Provisions

This MOU is effective from the date of its signature and the parties will review the MOU and its progress in 4 years.

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

Any of the Parties may at any time withdraw from this MOU, and shall endeavor to provide prior written notice to the other Party three months in advance.

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 Parties mutually decide otherwise.

Signed in Beijing, China on October 25th, 2023, in two original copies in English and Chinese. Both texts are equally valid.

National Development and Reform Commission of the People's Republic of China The Government of the State of California of the United States of America

National Development and Reform Commission
of the People's Republic of China

The Government of the State of California of
the United States of America

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