



MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF THE STATE OF CALIFORNIA
AND
EMILIA-ROMAGNA REGION

The Government of the State of California of the United States of America and Emilia-Romagna Region of the Republic of Italy, hereafter referred to as "the Participants",

WHEREAS cooperation between the Participants is an excellent means of stimulating both the social and economic development of the respective territories;

CONSIDERING that the Participants have already developed fruitful collaboration on sustainability and climate change issues, in particular within the Under2 Coalition;

WHEREAS the Participants have set goals to achieve carbon neutrality by 2045 in California and 2050 in Emilia-Romagna;

WHEREAS the Participants have set goals to achieve 100% clean electricity retail sales by 2045 in California and 100% renewable energy by 2035 in Emilia-Romagna;

WHEREAS collaboration on the decarbonization of energy, transportation and manufacturing, and on carbon dioxide removal creates significant potential to accelerate progress towards carbon neutrality in both jurisdictions;

WHEREAS the Participants face similar climate risks, including flooding, drought, wildfire, heat and extreme weather, and understand the importance of using the best available data, tools, and science to drive decision-making on adaptation to climate risks;

WHEREAS California and Emilia-Romagna are both members of the Mediterranean Climate Action Partnership (MCAP), which was launched at the 2023 United Nations Climate Change Conference (COP28), and brings together subnational governments across five continents confronting similar climate threats;

WHEREAS MCAP members have committed to supporting one another to more quickly adapt to climate impacts and emergencies, such as extreme heat, worsening wildfires, and intensifying droughts;

ACKNOWLEDGING the significant importance of the agricultural sector in the economies of both Participants, and the significant importance of agricultural emissions reduction in both jurisdictions' efforts to achieve their climate goals;

within the framework of their respective competences have reached the following understanding:

Article 1 Objectives

This Memorandum of Understanding establishes a flexible framework for cooperation between the Participants to achieve tangible results in the exchange of knowledge, experience and best practices in the areas of climate change mitigation and adaptation. The initiatives and projects organized or encouraged by the Participants within the framework of this Memorandum of Understanding aim at the exchange of knowledge and experience and are based on the collaborations between institutions and their networks and between public and private economic actors in order to promote solutions to combat climate change.

Article 2 Areas of Cooperation

The Participants intend to work collaboratively to address the climate crisis through initiatives focused particularly on, but not limited to, the following areas of cooperation:

- a) climate mitigation policies, including local policies and best practices for the decarbonization of industrial processes;
- b) climate smart agriculture, including innovative agricultural practices;
- c) sustainable water management, including water reuse and recycling, and innovative water uses in the agricultural sector;
- d) nature-based climate solutions, including conserving, restoring, and sustainably managing forests, protecting biodiversity, and reducing deforestation;
- e) air quality strategies and actions;
- f) renewable energy, including photovoltaics and wind power, grid integration, clean, renewable hydrogen, energy storage, battery technologies, energy efficiency, building decarbonization, and power-system reliability and planning;
- g) transportation decarbonization, including zero-emission vehicles and zero-emission charging and refueling infrastructure.

Article 3 Coordination and Points of Contact

The Participants respectively designate the California Natural Resources Agency and the Cabinet of the President of Emilia-Romagna Region to establish the creation of an action plan to implement the objectives of this Memorandum of Understanding. The Participants will endeavour to review and update the workplans as necessary and no less than once per year.

The Participants, by common consent, may seek the collaboration of third parties, including universities and other public and private academic institutions, non-governmental organizations, businesses, and local, state, or national government institutions whose activities may contribute to achieving the goals of this Memorandum of Understanding.

The California Natural Resources Agency and the Cabinet of the President of Emilia-Romagna Region will serve as the respective contact points for communication and information exchange, as well as any notice required to be submitted under this Memorandum of Understanding.

Article 4 Specific Activities

In order to achieve the objectives set forth in Article 1, and in compliance with Article 2, the Participants will carry out the following activities of incidental international relevance:

- a) organizing regular staff-to-staff meetings or public workshops;
- b) coordinating participation at relevant international conferences;

- c) implementation of visits for the purpose of organizing training, exchanging expertise, and disseminating information;
- d) organization of and participation in symposia, seminars, conferences, festivals, exhibitions, and fairs;
- e) supporting the collaboration and exchange of information between the respective territories;
- f) conducting meetings between the Participants, at least once a year, on the status of implementation and planning of this Memorandum of Understanding;
- g) supporting and collaborating for the implementation of business, academic, non-profit, and/or government workshops in relevant sectors, in order to facilitate the emergence of joint projects.

Article 5
Regulatory invariance clause

This Understanding will be implemented in accordance with Italian and U.S. law, as well as applicable international law, and, for the Italian Party, the obligations arising from membership in the European Union.

Article 6
Applicable law

This Memorandum of Understanding does not constitute an international agreement from which rights and obligations under international law may arise. No provision of this Memorandum of Understanding shall be construed and implemented as a legally binding obligation and commitment between the Participants. This Memorandum of Understanding is a voluntary initiative, and the Participants' activities under this Memorandum of Understanding are not conditioned upon reciprocal actions by other Participants.

Article 7
Protection of personal data

Each Participant shall ensure the protection of personal data received from the other Participant for the purpose of carrying out the activities under this Memorandum of Understanding, and will not transfer them to third parties, and in any event will not process them in a manner incompatible with the purposes for which they were provided without the prior written consent of the other Participant.

Article 8
Financial neutrality clause

All the initiatives envisaged or resulting from the implementation of this Memorandum of Understanding shall be covered, for the Italian Participant, by the budget of the Emilia-Romagna Region, without generating financial burdens for the Italian State.

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. 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 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.

**Article 9
Notice**

The Participants shall inform their respective countries' Embassies and Consulates of the progress of the initiatives planned to implement this Memorandum of Understanding.

**Article 10
Amendments and additions**

Any amendments or additions to this Memorandum of Understanding can be made in writing with the prior consent of the Participants, and for the Italian Participant in accordance with procedures similar to those envisaged for the authorisation of this Memorandum of Understanding. Any modification shall specify the date on which such modification is to become effective.

**Article 11
Differences in interpretation**

Any differences in the interpretation or implementation of this Memorandum of Understanding shall be resolved amicably through direct consultations between the Participants.

**Article 12
Effectiveness and durability**

This Memorandum of Understanding shall become effective upon receipt of the last notification by which the Participants shall have informed each other of the completion of the required internal procedures, in accordance with their respective national laws, and for the Italian Participant current regional regulations.

The Memorandum of Understanding will have a duration of three (3) years. Either Participant may terminate the effectiveness of this Memorandum of Understanding at any time by giving notice in writing to the other Participant of the intention to terminate it.

The termination of the effectiveness of this Memorandum of Understanding shall not affect the continuation of ongoing programs, projects or activities, which may continue to take place until their completion, unless otherwise defined by the Participants.

Signed in Bologna on
equally valid.

in two original copies in Italian and English, all texts being

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

The Governor

**FOR EMILIA-ROMAGNA REGION
OF THE REPUBLIC OF ITALY**

The President

