

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE DANISH MINISTRY OF ENVIRONMENT AND
THE CALIFORNIA ENVIRONMENTAL AGENCY AND THE CALIFORNIA NATURAL
RESOURCES AGENCY OF THE STATE OF CALIFORNIA OF THE UNITED STATES
OF AMERICA**

The Danish Ministry of Environment and the California Environmental Agency and the California Natural Resources Agency of the State of California of the United States of America, hereinafter referred to as “the Participants”, agree as follows;

WHEREAS the Participants to this Memorandum of Understanding are parties to a previous Memorandum of Understanding signed September 19, 2017;

WHEREAS the subsequent collaboration under the previous Memorandum of Understanding positively impacted water and climate awareness and facilitated the transfer of knowledge between the Participants;

WHEREAS water issues have a strategic role in addressing current global, national, regional, and local challenges, including climate change and water pollution;

WHEREAS efficient wastewater and water use technologies reduce greenhouse gas emissions from the water sector to further the mitigation of climate change; and

WHEREAS the Participants wish to promote mutually beneficial cooperation in the field of water resource management and development and use of water technology, including more robust data generation and management tools, digitization of water data, and communication with users to further water conservation and efficient resource utilization.

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 permit them to further strengthen the collaboration and promotion of a mutually beneficial relationship in the field of water technology, water management, and water policy development, with a view to sharing knowledge, experiences, data, and best practices relevant to water management challenges with a particular emphasis on sharing expertise to mitigate and adapt to a changing climate. This Memorandum of Understanding is intended to supplant the previous Memorandum of Understanding between the parties.

SECTION II Areas of Cooperation

The Participants intend to further strengthen the collaboration on water technology, water management and water policy development through initiatives focused particularly on, but not limited to, the following areas of cooperation:

- 1. Climate Friendly and Efficient Wastewater Treatment:** Identifying challenges and finding effective solutions associated with climate friendly and efficient wastewater treatment. This includes, but is not limited to, using intelligent technologies, producing renewable energy from biogas, recovery of valuable nutrients from waste streams, and practices that enable a higher level of resilience and production security in light of local and global challenges such as pandemics, and fire.
- 2. Sustainable and Efficient Water Supply:** Identifying challenges and finding effective solutions associated with sustainable and efficient water supply. This includes, but is not limited to, water conservation, water use efficiency, reduction of water loss, increased energy efficiency in the distribution system, and intelligent solutions to optimize the performance of the water utilities and mitigate climate impacts.
- 3. Sustainable Groundwater Management:** Promoting knowledge and solutions of joint interest related to sustainable groundwater management. This includes, but is not limited to, groundwater mapping, water data collection and management, and identification of effective strategies and actions for groundwater sustainability.
- 4. Water policies contributing to the transition to a carbon neutral economy:** Sharing ideas and approaches for auditing, benchmarking, and other policies that incentivize reduction of the carbon footprint of water and wastewater utilities. This includes, but is not limited to, policies that incentivize reduction of emissions through promotion of sector learnings, optimization of asset management, and data collection and transparency.
- 5. Sustainable Innovation:** Sharing ideas and knowledge on how to stimulate technology and financial innovation, and facilitate entrepreneurship within the water and wastewater sectors that contribute to the Parties' climate neutrality goals for the water and wastewater sectors. This includes, but is not limited to, stimulating research and development of innovative technologies, and identifying innovative financing mechanisms and opportunities to catalyse entrepreneurship and investment in sustainable and efficient water and wastewater technologies.

SECTION III Coordination and Points of Contact

The Danish Ministry of Environment designates the Embassy of Denmark to coordinate activities under this Memorandum of Understanding. In coordinating such activities, the Embassy of Denmark shall be the focal point for the contribution of Danish knowledge and experience related to this Memorandum of Understanding, and will coordinate with the Danish Ministry of Environment and the Danish Water Technology Alliance in Palo Alto and Houston.

The California Environmental Protection Agency designates the State Water Resources Control Board and the Natural Resources Agency designates the Department of Water Resources of the State of California who together with the Government's Office of the State of California will coordinate activities under this Memorandum of Understanding. In coordinating such activities, the Governor's Office shall be the focal point for Californian coordination and engagement related to this MOU, and will coordinate with other relevant Californian government entities and other parties as needed.

The Participants respectively designate the Embassy of Denmark and the Governor's Office of the State of California to:

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- a) Establish the creation of an action plan to implement the objectives of this Memorandum of Understanding;
- b) Monitor the progress of implementation of the action plan;
- c) Prepare biannual progress summaries to the Parties; and
- d) Coordinate Participant meetings to celebrate advances and review future areas of cooperation.

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) Exchange of information regarding policies and regulations, governance models, and documentation;
- b) Intergovernmental and international visits involving policymakers, regulators, academic institutions, and businesses;
- c) Joint activities such as organization of and participation in seminars, workshops, and meetings to share information and practices, educate key stakeholders, and promote ties between Danish and Californian sectors;
- d) Facilitation of research between academic and governmental institutions;
- e) Identification of one or more joint demonstration pilot projects between the Parties, private sector, and one (or more) utilities; and
- f) Encouragement, as appropriate, of non-governmental organizations, government institutions, businesses, research institutions, water utilities, counties, cities, and municipalities to participate in cooperative activities in further support of the objectives of this Memorandum of Understanding.

SECTION V
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 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.

SECTION VI
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 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 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 VII
Compliance with Applicable Laws

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

**SECTION IX
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 shall be made in writing and specify the date on which such modification is to become effective.

Any of the Participants may, at any time, withdraw from this Memorandum of Understanding by providing a written notice to the other Participant(s). A Participant that intends to withdraw from this MOU shall endeavor to provide notice of such withdrawal to other Participants 60 days in advance. If the Memorandum of Understanding is terminated by either Party, steps shall be taken to ensure that the termination does not affect any prior project or activity already in progress. A Participant that intends to terminate a previously initiated activity shall endeavor to reach an understanding with the other Participant concerning such termination.

The Participants hereby provide written notice, effective from the date of the signature below, of discontinuation of the previous Memorandum of Understanding. Pursuant to Section 9 of the previous Memorandum of Understanding, discontinuation is effective three months from the date of this written notice. During the three months in which both Memoranda of Understanding remain in effect, this Memorandum of Understanding shall supplement the terms of the prior Memorandum of Understanding. Thereafter, this Memorandum will be the only Memorandum of Understanding in effect between the Participants.

Signed in Sacramento, California and Copenhagen, Denmark, on March 9, 2021, in three original copies in English.

For the Danish Ministry of Environment :



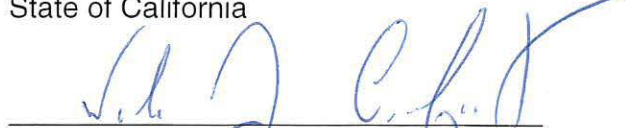
Lea Wermelin, Minister for the
Environment of Denmark

For the California Environmental
Protection Agency of the State of
California;



Jared Blumenfeld, Secretary of the
California Environmental Protection
Agency

The Natural Resources Agency of the
State of California



Wade Crowfoot, Secretary of the
California Natural Resources Agency