

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF AGRICULTURE OF THE PROVINCE OF THE WESTERN
CAPE OF SOUTH AFRICA
AND
THE DEPARTMENT OF FOOD AND AGRICULTURE OF THE STATE OF
CALIFORNIA OF THE UNITED STATES OF AMERICA**

The Western Cape Department of Agriculture and the California Department of Food and Agriculture, hereinafter referred to as "the Participants", agree as follows;

WHEREAS The agricultural sector in the Western Cape and California share many similarities and challenges related to production, climate, and soils. As Mediterranean climates, both regions are important to global food production and security;

AND CONSIDERING the strategic role of agriculture in addressing current global, national, regional, and local food security needs and environmental challenges, the Participants are committed to ensuring that local agricultural sectors stay competitive in an evolving national and international marketplace, while continuously adapting on-farm practices to address climate change;

WHEREAS ongoing collaboration between the Participants will help to inform on climate smart agricultural practices through exchanges and connections between farmers, ranchers, academia and government.

WHEREAS The goals of this agreement are to:

- Exchange information on climate change mitigation and best practices within the agricultural sector.
- Connect academic institutions to further research and collaboration on water-use efficiency in the agricultural sector
- Further the use and availability of climate smart agricultural technology and on-farm practices to improve soil health, water-use efficiency, and modeling to reduce greenhouse gas emissions

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 promote mutually beneficial relationships in the collaboration and exchange of information related to climate smart agriculture. In doing so, the Participants share the following common objectives:

- a) Expand the exchange of information, on-farm practices and technologies to support a robust and climate resilient agricultural sector;
- b) Work collaboratively to further international engagement by sub-national governments on climate smart agricultural initiatives;

SECTION II Areas of Cooperation

The Participants intend to expand the exchange of information, on-farm practices and technologies to support a robust and climate resilient agricultural sector, through initiatives focused particularly on, but not limited to, the following areas of cooperation:

- a) Improve water-use efficiency with specific reference to groundwater modeling and remote sensing;
- b) Modeling the impact of climate change on the agricultural sector;
- c) Exchange of information regarding policies and regulations, governance models, and documentation;
- d) Intergovernmental and international visits involving policymakers, regulators, academic institutions, and businesses;
- e) 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 our two agricultural sectors twice annually;
- f) Facilitation of innovative partnerships, bringing together parties from public, private and academic entities, bilaterally or multilaterally, to co-develop new technologies and solutions.

SECTION III Coordination

The Participants respectively designate the Office of Business Planning and Strategy of the Western Cape Department of Agriculture and the [Office of Environmental Farming and Innovation at the Department of Food and Agriculture at the State of California] 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) The Participants will facilitate joint webinars, 1-2 annually, bringing together representatives of government, academia and agriculture to focus on climate smart agricultural practices and policies.
- b) The Participants will aim to conduct Climate Smart Agricultural policy missions to one another's country.
- c) The Participants will contribute to relevant conferences, trade shows and other knowledge-sharing activities in California and the Western Cape.

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 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 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 who 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 VIII
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 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, who 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 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 who intends to withdraw from this MOU shall endeavor to provide notice of such withdrawal to other Participants [30] days in advance.

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

Signed in Cape Town, South Africa and Sacramento, California on Friday, March 11, 2022, in two original copies in English.

**FOR THE MINISTER OF
AGRICULTURE OF THE WESTERN
CAPE GOVERNMENT OF SOUTH
AFRICA**



**Dr Ivan Meyer
Minister of Agriculture**

**FOR THE SECRETARY OF FOOD
AND AGRICULTURE OF THE
STATE OF CALIFORNIA OF THE
UNITED STATES OF AMERICA**



**Ms Karen Ross
Secretary of Food and Agriculture**