

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF THE COMMONWEALTH OF AUSTRALIA
AND
THE GOVERNMENT OF THE STATE OF CALIFORNIA OF THE UNITED STATES OF
AMERICA**

The Government of the Commonwealth of Australia ("Australia") and the Government of California ("California"), hereinafter referred to as "the Participants," decide as follows:

CONSIDERING the urgent need for collaborative action to mitigate and adapt to climate change and to prevent and halt biodiversity loss and the encroachment of other planetary boundaries;

WHEREAS large portions of Australia and California face similar threats from climate change, including increased risk of drought, extreme heat and wildfire, biodiversity loss, soil degradation and coastal erosion;

WHEREAS California and Australia have committed to achieving carbon neutrality by 2045 and net-zero carbon emissions by 2050, respectively;

RECOGNIZING shared goals to ensure access to affordable and reliable energy for respective populations;

CONSIDERING that the development, adoption, finance and scaleup of renewable energy and clean technologies such as zero-emission vehicles, offshore wind energy, energy efficiency, renewable hydrogen, energy storage, smart grid optimization applications and carbon dioxide removal are critical to meeting climate goals;

RECOGNIZING the importance of nature-based solutions and climate-smart land management in climate change mitigation and resilience;

RECOGNIZING the common challenge both Australia and California face in the sustainable management of water resources in a changing climate;

RECOGNIZING the ongoing processes of reconciliation with Indigenous Australians and Californians and the need to pursue full, equal and meaningful representation, participation and leadership of Indigenous peoples in climate action and decision-making to support the implementation of our shared climate ambitions;

RECOGNIZING the opportunities to grow longstanding research and development, commercial, scientific and human-to-human ties between Australia and California, the value of the sister state relationship between California and New South Wales and the decades of partnership and mutual aid between Australia and California on wildfire response; and

CONSIDERING the dynamism of climate technology partnerships and the opportunity to spur innovation, other joint ventures and commercial collaborations between Australian and Californian enterprises, cooperation between Australia and California via initiatives delivered by other levels of government, the ability to leverage and grow our substantial trade and investment relationship and the potential to further promote sustainable economic development and job growth in the transition to clean energy and, respectively, net zero emissions and carbon neutrality.

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 expand collaboration on climate action. In doing so, the Participants share the following common objectives:

- a) To provide mutual support in progressing towards Australia's and California's respective goals for net-zero emissions and carbon neutrality;
- b) To promote the development of climate and disaster resilience through addressing common challenges in climate change adaptation and mitigation;
- c) To advance the development, adoption and scale-up of clean technologies and strategies;
- d) To encourage the exchange of technical and scientific expertise, the development of climate-friendly commercial ties, the deepening of two-way trade and investment, and policy cross-pollination; and
- e) To work in partnership with Indigenous Australians and Californians to develop and implement solutions to the unique difficulties faced by Indigenous communities disproportionately impacted by climate change.

SECTION II Areas of Cooperation

The Participants intend to expand collaboration on climate action through initiatives focused particularly on, but not limited to, the following areas of cooperation:

- a) **Clean Transportation;**
 - i. Zero-emission Vehicles (ZEVs) and ZEV refueling infrastructure;
 - ii. Battery electric vehicle grid interaction;
 - iii. Driving uptake of low carbon liquid fuels, including sustainable aviation and maritime fuels, to reduce the greenhouse gas intensity of the fuel mix;
 - iv. Emissions reductions from freight and maritime ports.
- b) **Nature-Based Solutions for climate adaptation and mitigation;**
 - i. Climate-smart agriculture and water, including methane reduction and sustainable soil management;
 - ii. Protection and restoration of forests and blue carbon ecosystems;
 - iii. Utilizing carbon-negative, bio-based materials.
- c) **Adaptation;**
 - i. Water management and drought resilience;
 - ii. Wildfire resilience, and risk reduction initiatives;
 - iii. Adaptation against other climate risks such as extreme heat and storms;
 - iv. Sustainable agriculture, including adoption of new technologies.
- d) **Clean Energy and Clean Technologies;**
 - i. Renewable energy development, including offshore wind development;
 - ii. Decarbonization and energy efficiency, including building standards, appliance regulations and load management standards;
 - iii. Renewable hydrogen, including standards, regulatory/policy development and the development of hydrogen supply chains;
 - iv. Grid reliability and optimization, including demand flexibility;

- v. Energy storage and microgrids;
 - vi. Power electronics;
 - vii. Carbon dioxide removal, including utilization technologies and Direct Air Capture (with storage);
 - viii. Critical minerals, lithium recovery and battery development.
- e) **Green Finance, Investment and Climate-friendly Business and Commercial Development;**
- i. Integration of technology risk and Environmental, Social Governance (ESG) risk assessment;
 - ii. Supply chain certification technologies;
 - iii. Digitization of assets and market formation.
- f) **Circular Economy, including but not limited to:**
- i. Reuse and recycling of clean energy technologies including lithium-ion batteries.
- g) **Research and Development;**
- i. Collaborating to develop and commercialize new climate and energy technologies, including in the above categories;
 - ii. Collaborating on emissions and quantification tools for greenhouse gas emissions from agriculture, forestry and other land uses (AFOLU);
 - iii. Collaborating on research to identify opportunities and solutions to address the disproportionate impacts, particularly economic and health impacts, on populations most vulnerable to the effects of climate change;
 - iv. Collaborating on the verification of greenhouse gas emissions using atmospheric observation techniques and technologies.

SECTION III Coordination

The Participants respectively designate the Department of Foreign Affairs and Trade of the Government of Australia and the California Natural Resources Agency (CNRA) 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) Organizing joint symposia, seminars, workshops and technical exchanges with state agencies, academic institutions, private enterprises and industry associations;
- b) Convening policy dialogues among suitable government administrators, regulators, legislators and thought leaders on specific areas of cooperation;
- c) Hosting trade and investment missions and supporting business exchanges, ventures and partnerships focused on the development of clean energy technology and related infrastructure;
- d) Exchanging information and best practices upon request; and
- e) Cooperation by other means related to the scope of this MOU, as may be decided upon by the Participants in writing.

SECTION V
Points of Contact

Unless the Participants decide otherwise, the primary points of contact for the Participants, for communication and information exchange, as well as any notice required to be submitted under this Memorandum of Understanding, will be:

Department of Foreign Affairs and Trade of the Government of Australia: Australian Consul-General Los Angeles
California Natural Resources Agency: Deputy Secretary for Climate Change

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 that incurs them, unless otherwise expressly decided 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.

Either of the Participants may, at any time, withdraw from this Memorandum of Understanding by providing a written notice to the other Participant. A Participant that intends to withdraw from this Memorandum of Understanding will endeavor to provide notice of such withdrawal to the other Participant 30 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.

This Memorandum of Understanding is signed in Sacramento on this 15th day of August, 2023.

**FOR THE GOVERNMENT OF THE
COMMONWEALTH OF AUSTRALIA**



Jane Duke
**Consul General of Australia in Los
Angeles**

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



Wade Crowfoot
**California Secretary for Natural
Resources**