

**MEMORANDUM OF UNDERSTANDING ON
STRENGTHENING CLIMATE AND ENVIRONMENTAL COOPERATION
BETWEEN THE GOVERNMENT OF THE
JIANGSU PROVINCE AND
THE GOVERNMENT OF THE STATE OF CALIFORNIA**

WHEREAS the Government of the State of California of the United States of America (“California”) and the Government of the Jiangsu Province of the People’s Republic of China (“Jiangsu”) (hereinafter referred to as “the Parties”) officially established a sister state-province relationship in the year of 2011, and

WHEREAS in June 2017, the Parties agreed to work collaboratively to facilitate cooperation on research, innovation, and investment aimed at advancing the development of low-carbon energy resources and clean technologies, by signing the “Memorandum of Understanding on California-Jiangsu Clean Technology Partnership between the State of California of the United States of America and Province of Jiangsu of the People’s Republic of China,” and

WHEREAS in October 2019, the Parties agreed to further their relationship in areas of trade, innovation, climate change, education, and cultural exchange, by signing the “Memorandum of Understanding between the State of California, United States of America, and Jiangsu Province, People’s Republic of China,” and

WHEREAS in May 2021, Governors of the Parties both participated in the first virtual meeting of the Sino-US Subnational Dialogue on Climate Change, focusing on the theme of “Subnational Climate Change Planning and Measures,” and

WHEREAS in May 2023, the Jiangsu Delegation visited Los Angeles, California, participating in “China-California Business Forum 2023,” aiming to enhance cooperation on clean technologies, e-commerce, and direct investment, and

WHEREAS in October 2023, the California Delegation visited Yancheng, Jiangsu, during which the Parties recapped the exchanges and cooperation that have been implemented in the sectors of clean technology, environmental protection, and subnational cooperation on combating climate change,

THEREFORE, the Parties have agreed to strengthen their partnership, and have reached the following understanding:

Paragraph I Objectives

The purpose of this Memorandum of Understanding is to strengthen the partnership between California and Jiangsu, to establish a flexible framework between the Parties in order to permit them to collaborate on environmental protection, combating climate change, and advancing clean energy development. In doing so, the Parties share the following common objectives:

1. To promote the protection of the natural and built environment and reduce air

pollution and carbon emissions;

2. To combat climate change, advance medium- and long-term low-carbon development and the development and implementation of carbon neutrality plans and improve climate change adaptation strategies;
3. To advance clean energy research, development, and innovation;
4. To accelerate the deployment of zero-emission vehicles (ZEVs) and new energy vehicles (NEVs) in both economies;
5. To facilitate cooperation in nature-based solutions and strengthen awareness of nature-based cooperation.

Paragraph II Areas of Cooperation

On the basis of the principles of equality and mutual benefit, the Parties intend to cooperate on protecting the environment, combating climate change, and advancing clean energy development through initiatives focused particularly on, but not limited to, the following areas of cooperation:

- 1. Energy Efficiency;**
- 2. Carbon Peaking and Carbon Neutrality;**
- 3. Air Quality**
- 4. Climate Adaptation and Mitigation**
- 5. Clean Transportation**
- 6. Clean Energy and Low Carbon Development**
- 7. Nature-Based Climate Solutions**
- 8. Circular Economy**

Paragraph III Coordination

The Parties respectively designate the California Environmental Protection Agency and the California Natural Resources Agency, the Air Resources Board, the California Energy Commission in coordination with sister agencies, as well as the Jiangsu Provincial Development and Reform Commission, the Department of Education of Jiangsu Province, the Department of Industry and Information Technology of Jiangsu Province, the Department of Ecology and Environment of Jiangsu Province, the Department of Agriculture and Rural Affairs of Jiangsu Province, in coordination with other departments, to establish the creation of an action plan to implement the objectives of this Memorandum of Understanding.

The Parties intend to designate a point of contact (or Secretariat) that will serve as the primary liaison for communication and information exchange, as well as for any notice to be submitted under this Memorandum of Understanding. The joint office of The UC Berkeley California-China Climate Institute and the joint office of the Jiangsu Provincial

Foreign Affairs Office, the Jiangsu Provincial Development and Reform Commission, the Department of Industry and Information Technology of Jiangsu Province, and the Department of Ecology and Environment of Jiangsu Province, are designated as points of contact for California and Jiangsu respectively under this Memorandum of Understanding.

The Parties, by common agreement, may seek the collaboration of third parties, including universities, businesses, and other public and private academic institutions whose activities may contribute to achieving the goals of this Memorandum of Understanding.

Paragraph IV Specific Activities

Specific activities to achieve the objectives of this Memorandum of Understanding for the key sectors and initiatives identified in Paragraph II may include:

1. Providing mutual advice;
2. Sharing information and experiences regarding policies, programs, and incentives;
3. Sharing information about , green investment and financing for reducing carbon footprint and achieving carbon neutrality ;
4. Co-organizing policy seminars and informational exchanges on best practices, new technologies, and business models;
5. Organizing annual meetings focused on carbon neutrality planning, climate change mitigation and adaptation;
6. Activities that advance exchange and mutual visits among concerned personnel, businesses, universities and academic institutions of the Parties, including but not limited to field visits, meetings and webinars;
7. Organizing symposia, seminars, workshops, informational exchanges, exhibitions, trainings, and other mutually agreed engagements, as appropriate.
8. Implementation of a pilot project of mutual interest and benefit to the Parties.
9. Other forms of collaboration as agreed upon by the Parties.

Paragraph 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 the other Party; each Party retains full discretion over the implementation of its pledges in light of the Party's individual circumstances, laws, and policies; and each Party is free to withdraw from the Memorandum.

Paragraph 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 Party. All costs that may arise from

activities covered by, mentioned in, or pursuant to this Memorandum of Understanding will be assumed by the Party 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 Party.

The personnel designated by a Party for the execution of this Memorandum of Understanding will work under the orders and responsibility of that Party and any other organization or institution to which the personnel already belongs, at all times maintaining any preexisting employment relationship only with that Party and organization or institution, and not with any other Party.

Paragraph VII Compliance with Applicable Laws

This Memorandum of Understanding shall be construed in consistency 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.

Paragraph 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 Parties, who will endeavor in good faith to resolve such differences.

Paragraph IX Final Provisions

This Memorandum of Understanding is effective from the date of its signature for a four-year period unless renewed or extended by the Parties in the same manner that the Parties may otherwise modify this Memorandum of Understanding.

This Memorandum of Understanding 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 Memorandum of Understanding by providing a written notice to the other Party. A Party that intends to withdraw from this Memorandum of Understanding shall endeavor to provide notice of such withdrawal to other Party 30 days in advance.

The termination of this Memorandum of Understanding shall not affect when activities initiated while this Memorandum of Understanding is in effect shall conclude, unless a Party expressly states otherwise. A Party that intends to terminate a previously initiated activity shall endeavor to reach an understanding with the other Party concerning such termination.

Nothing contained in this Memorandum of Understanding shall limit each Party's right to enter into similar agreements with other institutions. Any cooperation hereunder shall

not affect each Party's rights and obligations under other international agreements.

This Memorandum of Understanding is signed in two original copies in English and Chinese, on 28 October 2023, in Yancheng, Jiangsu. Both versions are equally valid.



JIANGSU PROVINCE OF
THE PEOPLE'S REPUBLIC OF CHINA



THE STATE OF CALIFORNIA OF
THE UNITED STATES OF AMERICA