

**LETTER OF COOPERATION  
BETWEEN  
THE STATE OF SOUTH AUSTRALIA  
AND  
THE GOVERNMENT OF THE STATE OF CALIFORNIA OF  
THE UNITED STATES OF AMERICA**

The Government of the State of South Australia and the Government of the State of California of the United States of America, hereinafter referred to as "the Participants," decide as follows:

CONSIDERING the urgent need for collaborative action between Australia and California to mitigate and adapt to climate change, and the critical need for development, adoption, finance and scaleup of renewable energy and clean technologies to meet climate goals;

RECOGNIZING the joint commitments expressed in the 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, signed on 15 August 2023, concerning clean energy, clean transportation, clean technologies, nature-based solutions, adaptation, green finance and investment, circular economy and research and development;

RECOGNIZING the Participants 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 the same climate threats – extreme heat, worsening wildfires, and intensifying droughts;

CONSIDERING the State of South Australia's significant progress in reducing greenhouse gas emissions and toward climate change adaptation, its goals of reducing greenhouse gas emissions by more than 50 percent below 2005 levels by 2030 and achieving net zero emissions by 2050, and its commitment target of net 100 per cent renewable electricity by 2027 supported by the construction of a world-leading renewable hydrogen project;

RECOGNIZING the State of California is a global leader in combating climate change and is accelerating its own transition to clean energy, including its goal to achieve 100 percent clean electricity by 2045, and the development and deployment of clean renewable hydrogen through a large-scale clean,

renewable hydrogen market to position the United States as a global leader in clean hydrogen technology;

WHEREAS the Participants are world leaders in research and innovation and hold the shared conviction that research, innovation and international collaboration are key to solving the challenges of the future, building competitiveness, accelerating the green transition and further developing innovative and just societies;

THEREFORE, the Participants intend to work to further their relationship and cooperation in the following areas:

- advancing the clean energy transition and its integration of renewable energy into the grid;
- developing world-leading clean renewable hydrogen projects for the production of clean renewable hydrogen and other low and zero carbon fuels and scaling hydrogen production for use and export;
- exchanging leading practices on regulations and standards-setting to support the development of a clean renewable hydrogen industry;
- advancing large-scale renewable energy generation and storage such as wind, solar PV, batteries and long duration energy storage;
- supporting the decarbonization and electrification of buildings, industry, and transportation, to increase grid flexibility, demand response, and vehicle-to-grid technologies;
- supporting technologies to achieve better energy efficiency and demand management and enable distributed energy resources;
- exchanging best practices on policies and other mechanisms to support the uptake of zero emission vehicles, including light-duty passenger vehicles, medium-duty and heavy-duty trucks and buses, and goods movement, and investment in charging and refuelling infrastructure;
- exploring cooperation on strategies to further the transition of high emitting industries and industrial processes to low carbon alternatives;
- accelerating concrete actions across our similar Mediterranean climates to protect communities and adapt to current and future climate impacts;

- nature-based solutions to improve ecological function and to help address climate change;
- methane mitigation;
- research and industry partnerships in low carbon technologies; and
- strengthening critical minerals supply chains.

### **Points of Contact**

The Participants designate the Governor's Office of Business and Economic Development for the State of California and the Department of the Premier and Cabinet in the State of South Australia to establish a plan of action to implement the objectives of this Letter of Cooperation.

Participating agencies from the State of South Australia in the above identified areas include the Department for Energy and Mining, the Office of Hydrogen Power South Australia, the Department for Environment and Water, the Department for Industry, Innovation and Science, the Environment Protection Authority, and Green Industries SA.

Participating Government of California agencies in the above identified areas include the California Natural Resources Agency, the California Energy Commission, the California Environmental Protection Agency, the California Air Resources Board, and the California State Transportation Agency.

### **No Legal Obligations, Rights, or Remedies**

This Letter of Cooperation 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 Letter of Cooperation 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 Letter of Cooperation.

### **Availability of Personnel and Resources**

This Letter of Cooperation 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 Letter of

Cooperation 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 Letter of Cooperation 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 Letter of Cooperation 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.

### **Compliance with Applicable Laws**

This Letter of Cooperation shall be construed consistent with all applicable laws, and activities undertaken in connection with this Letter of Cooperation shall be subject to, and shall be undertaken in a manner consistent with, all otherwise-applicable laws.

### **Interpretation and Application**

Any difference that may arise in relation to the interpretation or application of this Letter of Cooperation will be resolved through consultations between the Participants, which will endeavor in good faith to resolve such differences.

### **Final Provisions**

This Letter of Cooperation is effective from the date of its signature, for a five (5) year period, unless renewed or extended by the Participants in the same manner that the Participants may otherwise modify this Letter of Cooperation.

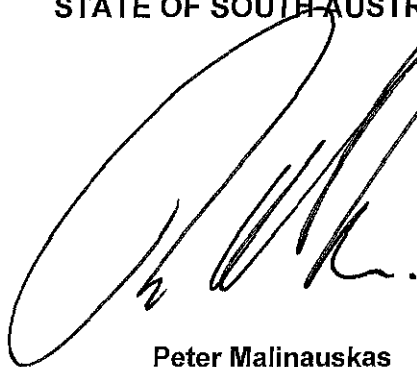
This Letter of Cooperation may be modified at any time by mutual consent of the Participants. Any modification shall be made in writing and specify the date on which such modification is to become effective.

Any of the Participants may, at any time, withdraw from this Letter of Cooperation by providing a written notice to the other Participant(s). A Participant that intends to withdraw from this agreement shall endeavor to provide notice of such withdrawal to other Participants 30 days in advance.

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

Signed in Sacramento, California on 15 May 2024 in two original copies in English.

**FOR THE GOVERNMENT OF THE  
STATE OF SOUTH AUSTRALIA**

A large, stylized handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end.

**Peter Malinauskas  
Premier**

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

A large, stylized handwritten signature in black ink, featuring a prominent loop at the beginning and a long, sweeping horizontal stroke at the end.

**Liane Randolph  
Chair, California Air Resources Board**