

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF JALISCO OF THE UNITED MEXICAN STATES
AND
THE CALIFORNIA ENERGY RESOURCES
CONSERVATION AND DEVELOPMENT COMMISSION
ON
COOPERATION ON CLEAN ENERGY POLICIES AND PROGRAMS

This Memorandum of Understanding (MOU) is entered into between the State of Jalisco of the United Mexican States ("Jalisco") and the California Energy Resources Conservation and Development Commission (the "Energy Commission"), (hereinafter referred to as "the Participants"),

ACKNOWLEDGING that climate change presents worldwide challenges and risks to the environment, economies, and human health, and that governments at all levels need to act now to reduce greenhouse gas emissions;

ACKNOWLEDGING that Jalisco and California are signatories to the MOU on Subnational Global Climate Leadership (Under 2 MOU) and have agreed to limit greenhouse gas emissions to 80 percent below 1990 levels, or below two metric tons per capita, by 2050;

RECOGNIZING that California has strong climate mitigation policies, including developing renewable energy and improving energy efficiency, which have proven effective at reducing greenhouse gas emissions while continuing to grow the economy;

RECOGNIZING that Jalisco has a strong commitment to climate mitigation, including developing renewable energy, clean transportation, and improving energy efficiency, which it seeks to expand in order to reduce greenhouse gas emissions and continue to grow its clean tech economy;

NOTING the potential economic, environmental, public health, and job creation benefits derived from implementing clean energy policies and programs;

STRIVING to develop a mutually beneficial relationship of partnership and cooperation between the Participants;

CONSISTENT with the governing laws of their respective countries;

Have reached the following understanding:

**Paragraph 1
OBJECTIVE**

The objective of this MOU is to encourage future collaboration on clean energy policies and programs between the Participants on the basis of equality and mutual benefit. This MOU does not imply any legal obligations for the Participants.

**Paragraph 2
AREAS OF COOPERATION**

The Participants will, subject to the laws, rules, regulations, and policies governing the subject matter in their respective countries, endeavor to:

- 1) Promote cooperation in mutual interest areas, including:
 - a) Energy efficiency;
 - b) Demand-side management;
 - c) Renewable energy development and grid integration;
 - d) Integrated resource planning;
 - e) Grid operation and management;
 - f) Low and zero-emission vehicles; and
 - g) Clean energy technology
- 2) Share information and experience on shifting the power supply to integrate increasing amounts of renewable energy into the grid.
- 3) Coordinate on scientific research and share information on clean energy technology development and deployment, including establishing regional innovation hubs (iHubs).
- 4) Foster joint research and development projects for clean energy amongst research institutions and the academic sectors in Jalisco and California.
- 5) Provide assistance to businesses to promote trade and business opportunities.
- 6) Organize joint symposia, seminars, workshops, exhibitions, and training.
- 7) Promote sustainable economic development in Jalisco and California in a manner that incorporates best practices and enhances diversity, reliability, and affordability of energy supplies.
- 8) Cooperate by other means related to the scope of this MOU, as may be decided upon by the Participants in writing.

**Paragraph 3
IMPLEMENTATION**

To implement this MOU, the Participants may choose to meet annually and develop annual work plans focused on the areas of cooperation identified in Paragraph 2.

The development and implementation of such annual work plans will be led by the Jalisco Energy Agency (AEJ), in collaboration with the Ministry of Innovation, Science

and Technology, Ministry of Economic Development and the Ministry of Environment and Territorial Development, and by the California Energy Commission, in collaboration with the California Environmental Protection Agency and the Governor's Office of Business and Economic Development of the state of California.

The Participants designate the Director General of Jalisco Energy Agency and the Chief Deputy Director of the California Energy Commission to serve as project leads to implement this MOU.

Paragraph 4 FINANCIAL ARRANGEMENTS

This MOU does not involve the exchange of funds, nor does it represent any obligation of funds by any of the Participants. All costs that arise from the activities under this MOU will be assumed by the Participant who incurs them, unless otherwise stipulated pursuant to a future written agreement.

Paragraph 5 PARTICIPATION OF OTHER INSTITUTIONS

The Participants, by common consent, may seek the collaboration of a third party, including universities and other public and private academic and research and development institutions, or any other organizations whose activities may contribute to achieving the goals of this MOU.

Paragraph 6 TRANSPARENCY AND PUBLIC INFORMATION

Documents and communications related to this MOU and its implementation may be subject to disclosure under public record laws.

Paragraph 7 OTHER RIGHTS AND INTERESTS

The Participants intend to adopt all appropriate measures, in accordance with their respective laws and regulations, to protect intellectual property rights and interests.

Nothing in this MOU limits the right of each of the Participants to establish similar agreements with other institutions. Cooperation under this MOU does not affect the rights and obligations acquired by the Participants in other international agreements.

Paragraph 8 EFFECT OF MOU

This MOU serves only as a record of the Participants' intentions and does not constitute or create any legally binding or enforceable rights or obligations, express or implied.

**Paragraph 9
NOTICES**

Any notice or other communication between the Participants under this MOU will be in writing in the English language and shall be addressed to:

For the California Energy Commission:

Mr. Drew Bohan

Address: 1516 9th Street, Sacramento, CA 95814, USA.

E-mail: Drew.Bohan@energy.ca.gov

For the Jalisco Energy Agency:

Mr. Sergio Medina

Address: Avenida Prolongación Alcalde 1351, Segundo piso, Colonia Miraflores, C.P.44270 Guadalajara, Jalisco.

E-mail: sergio.medina@jalisco.gob.mx

**Paragraph 10
FINAL PROVISIONS**

This MOU is neither a contract nor a treaty.

This MOU will be effective upon the date of its signature by both participants, will remain in force for two years thereafter, and may be renewed for equal periods by mutual consent of the Participants, until terminated through written notice.

This MOU may be amended or modified by mutual written consent of the Participants.

Either Participant may terminate this MOU by providing the other with 30 days written notice.

Signed in Guadalajara, Jalisco, Mexico on August 30th, 2016, in two originals in Spanish and English languages, both texts being equally authentic.

**FOR THE STATES OF JALISCO OF
THE UNITED MEXICAN STATES**



**Jorge Aristóteles Sandoval Díaz
Governor**

**FOR THE CALIFORNIA ENERGY
RESOURCES CONSERVATION AND
DEVELOPMENT COMMISSION**



**Robert B. Weisenmiller
Chair**