MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF SONORA OF THE UNITED MEXICAN STATES AND THE ENERGY COMMISSION OF THE STATE OF CALIFORNIA OF THE UNITED STATES OF AMERICA

The State of Sonora and the California Energy Commission (CEC), hereinafter referred to as "the Participants," agree as follows;

WHEREAS the State of Sonora, in concert with the federal government of Mexico, has developed a Sustainable Energy Plan to position the State of Sonora as a leader in clean energy development.

WHEREAS Sonora and CEC officials met in Mexico City in April of 2023 and again in Sacramento in June of 2023 to discuss the Sonora Plan and subnational cooperation between California and Sonora on clean energy.

WHEREAS California and Sonora are neighboring states that share many common challenges, including air pollution and energy reliability concerns, and opportunities including expanded regional access to renewable energy and opportunities for near-shoring components of clean energy technology.

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 continue to collaborate on clean energy. In doing so, the Participants share the following common objectives:

- a) Increasing development of renewable electricity.
- b) Maintaining electric system reliability and expanding regional access to renewables.
- c) Increasing energy efficiency in buildings.
- Increasing resiliency of supply chain for components essential to the clean energy transition.
- e) Supporting research and development in clean energy and electric mobility.

SECTION II

Areas of Cooperation

The Participants intend to collaborate on clean energy through initiatives focused particularly on, but not limited to, the following areas of cooperation:

- a) Renewables
- b) Energy Efficiency
- c) Electric system reliability and markets
- d) Electric mobility
- e) Clean and renewable hydrogen
- f) Supply chain development
- g) Supporting research and development

SECTION III

Coordination

The Participants will create 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) Meetings between CEC subject matter experts and officials at the State of Sonora for the purpose of knowledge and best practices transfer.
- b) Meetings with the California Independent System Operator and other entities relevant to aid the State of Sonora in exploring exporting renewable energy into the United States.
- c) Meetings with the California Governor's Office of Business and Economic Development on supply chain development.
- d) Facilitation of research by interested universities on relevant subject areas.
- e) Collaboration to promote a binational research and development center for the electromobility industry.

SECTION V Points of Contact

The California Energy Commission and the State of Sonora will also serve as the respective contact points for communication and information exchange, as well as any notice required to be submitted under this Memorandum of Understanding.

California Energy Commission: Bryan Early <u>bryan.early@energy.ca.gov</u> State of Sonora: Diego A. Aviles Quinatar <u>internacionalcodeso@sonora.gob.mx</u>

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 Memorandum of Understanding shall be construed consistent 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 otherwiseapplicable 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 four 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 Memorandum of Understanding shall endeavor to provide notice of such withdrawal to other Participants 60 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 and expressly decide otherwise. Signed in Sacramento, California on March 17, 2025 in two original copies in English and Spanish.

FOR THE GOVERNMENT OF THE STATE OF SONORA OF THE UNITED MEXICAN STATES

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Dr. Francisco Acuña Méndez Executive President, Council for the Sustainable Development of Sonora

FOR THE ENERGY COMMISSION OF THE STATE OF CALIFORNIA OF THE UNITED STATES OF AMERICA

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David Hochschild Chair, California Energy Commission