MEMORANDUM OF UNDERSTANDING

Between the

Governors' Climate and Forests Task Force Secretariat

and

CTrees

Purpose

- The Governors' Climate and Forests Task Force Secretariat ("GCF Task Force") and CTrees (each a "Participant" and, together the "Participants") aim to work together to promote increased transparency and accuracy of data, including on tropical deforestation and degradation, in order to provide interested members of the GCF Task Force with additional remote sensing and data tools to assist in their environmental management and governance decisions.
- 2. This Memorandum of Understanding (MOU) is intended to develop collaborative relations between interested members of GCF Task Force and CTrees in order to:
 - a. To support development of forest carbon accounting, land-use monitoring, and governance tools at the subnational level using CTrees' state-of-the-art satellite data products and science-based techniques;
 - b. To facilitate exchange of land use and forest carbon data between CTrees and member state jurisdictions, and to improve subnational, national, and global assessment of carbon emissions and removals;
 - c. To encourage the use of data and capacity training offered by CTrees to support member states' forest and land-use governance decisions, including with respect to natural resources management, carbon accounting efforts, and other governance needs; and
 - d. To provide for a consistent and transparent approach for assessing data and tracking progress across the GCF Task Force network.

Participants

- 1. The GCF Task Force is the world's largest subnational governmental network focused on forests and climate, with 43 members from 11 countries. Our largest membership base is from Brazil (9 states), with other subnational governmental members around the world including Peru (7 regions), Mexico (7 states), Indonesia (7 provinces), Colombia (1 department), Ecuador (3 provinces), Côte d'Ivoire (2 states), Nigeria (1 state), Spain (1 province), Bolivia (3 departments), and the United States, which includes the founding member of the State of California where the GCF Task Force began in 2008. The GCF Task Force works with Governors, civil servants, and key stakeholders, including NGOs, private sector leaders, and Indigenous Peoples and Local Communities partners, to reduce deforestation and tropical greenhouse gas emissions while advancing low-carbon economies and sustainable, forest-based development.
- 2. CTrees is a nonprofit organization in California that delivers science-driven data on emissions and removals of forest carbon to governments, companies, and organizations seeking to reduce carbon emissions from deforestation and degradation and to restore forests. The CTrees team includes scientists and engineers with more than 20 years of experience in building carbon monitoring systems for global forests and solutions that have informed

climate change policies. CTrees has produced a data pipeline and digital measuring, reporting, and verification (MRV) system to quantify changes in carbon in forests from land use activities. The science- and AI-based platform uses observations from field inventory and airborne and spaceborne remote sensing data from multiple sources to map historical activity data (deforestation, degradation, fire, and reforestation), quantify carbon stock variations and emission factors, and report accurate carbon accounting for Agriculture, Forestry and Other Land Use (AFOLU) at all scales, from smallholders to jurisdictions, countries, and the global level. The CTrees system is designed based on state-of-the-art, peer reviewed scientific methodology, verified carbon standards, and the Tier 2-3 IPCC good practice guidelines. At the 27th Conference of the Parties (COP27) to the United Nations Framework Convention on Climate Change, CTrees released summary carbon data for all countries and subnational jurisdictions globally, showing trends from 2001-present.

The GCF Task Force and CTrees have had a collaborative relationship for over a year and wish to deepen and strengthen their strategic partnership for the benefit of both Participants, and for the benefit of interested members of the GCF Task Force.

Goals and Objectives

- 1. The Participants have the following strategic goals and objectives in common:
 - a. Promote greater data transparency and access to state-of-the-art carbon measurement tools across the GCF Task Force network.
 - b. Identify needs and gaps in capacity of interested members of the GCF Task Force, and to support those jurisdictions in filling those gaps.
 - c. Support governmental decision-making that results in reduced tropical deforestation and thereby reduced tropical greenhouse gas emissions; increase sustainable investment opportunities for interested members of the GCF Task Force and their communities; and advance low-carbon economies and sustainable, forest-based development.

Roles and Responsibilities

Under this MOU, the GCF Task Force intends to accomplish the following:

- a. Increase dialogue among and between interested members of the GCF Task Force around remote sensing tools and best practices for measuring forest carbon, deforestation, degradation, fire, and other environmental indicators.
- b. Develop capacity for interested members of the GCF Task Force to utilize the CTrees platform. This may include codeveloping training programs with CTrees and other partners.
- c. Support interested member jurisdictions to exchange subnational land use and forest carbon inventory data for improving CTrees' jurisdiction-level assessments of emissions and removals, and carbon accounting at subnational, national and global scales.
- 2. Under this MOU, CTrees intends to accomplish the following:
 - a. Engage with interested members of the GCF Task Force to better understand their data and governance needs that can be supported with remote sensing tools. This may include assessing how the CTrees platform may assist in specific use cases in specific jurisdictions and more broadly across the GCF Task Force network.

- b. Develop capacity for interested members of the GCF Task Force to utilize the CTrees platform. This may include codeveloping training programs with the GCF Task Force and other partners.
- c. Pursue funding opportunities to support use of CTrees data tools in GCF member states.

Implementation

- 1. The Participants intend to explore the following opportunities to collaborate under this MOU:
 - a. Facilitate dialogue with interested members of the GCF Task Force on CTrees data and capacity needs.
 - b. Co-develop and present training modules to interested members of the GCF Task Force.
 - c. Explore joint fundraising efforts to ensure these activities occur.

Publicity and Communications

- 1. Public communications related to this MOU should appropriately attribute the efforts of both Participants, in each case subject to their consent. Each Participant intends to respond to a communication request by the other within a week.
- 2. Joint branding may be used with the written consent of each Participant. Each Participant may make its logo available for use on specific materials at its sole discretion. Each Participant should obtain written approval prior to the publication of all information and materials that contain the other's logo. The Participants expect that any such materials give equal prominence.
- 3. The Participants intend to respect each other's confidentiality policies, with the mutual understanding that they publicize their alliance and its objectives without disclosing any confidential or proprietary information of the other.
- 4. Each Participant may make the existence and content of this MOU publicly available by press release, public commentary, or other disclosure, in accordance with their policies or procedures regarding the public disclosure of information, subject to the prior written consent of the other.

General Provisions

- 1. **Duration:** This MOU is expected to continue in existence indefinitely. It is understood that either Participant may terminate this MOU by giving 30 days of prior written notice to the other Participant.
- 2. **Modifications:** It is intended that the Participants may modify this MOU only in writing, signed by both Participants.
- 3. **Effect of MOU:** The Participants specifically acknowledge that this MOU is not an obligation of funds, nor does it constitute a legally binding commitment by any Participant or create any rights in any third party. Importantly, this MOU does not result in any obligation by any GCF Task Force member jurisdiction to utilize CTrees products or tools.
 - The Participants intend to maintain their own separate and unique missions and mandates and their own accountabilities. Unless specifically provided otherwise, the cooperation among the Participants as outlined in this MOU shall not be construed as a partnership or other type of legal

entity or personality. Each Participant shall accept full and sole responsibility for any and all expenses incurred by itself related to this MOU. Nothing in this MOU shall be construed as superseding or interfering in any way with any agreements or contracts entered into among the Participants, either prior to or subsequent to the signing of this MOU. Nothing in this MOU shall be construed as an exclusive working relationship.

Points of Contact

1. The primary Points of Contact for each Participant for administering this MOU appear below. Each Participant may, by written notice, replace or identify additional representatives.

For CTrees,

Dr. Sassan Saatchi

CEO

For GCF Task Force Secretariat,

Jason A. Gray Project Director

The Participants, each acting through its duly authorized representative, have caused this Memorandum of Understanding to be signed in their names and delivered as of this 8^{th} day of February, 2023.