



**COOPERATION AGREEMENT
BETWEEN
THE GOVERNMENT OF CALIFORNIA
AND
THE ITALIAN MINISTRY OF INFRASTRUCTURES AND TRANSPORTATION**

In San Francisco, on the 3rd day of September, 2009, by and between the Chairman of the California High Speed Rail Authority Hon. Curt Pringle - on behalf of the same Authority with headquarters at 925 L Street, Suite 1425, Sacramento, California 94814 and the - and the Ambassador of Italy to the United States H.E. Giovanni Castellaneta on behalf of the Ministero delle Infrastrutture e dei Trasporti, Direzione Generale del Trasporto Ferroviario, with Headquarters at Via Caraci 36, 00157 Roma;

Both of them, on behalf of the Administration they represent, and with the proper authorization to do so, hereby establish this Cooperation Agreement between the aforementioned entities, for, among others in accordance with the following clauses:

PURPOSE AND SCOPE OF COOPERATION

The two administrations (hereinafter "the Parties") declare their interest in establishing and developing long-term cooperation in the field of high-speed rail transportation and exchange of information relative to the planning, technical standards, procurement, funding and operation, in accordance with their common interests.

THE COORDINATING COMMITTEE

The Parties agree to create a Coordinating Committee headed by a Coordinator, from each Administration, with the experience in high-speed railroad techniques.

DUTIES OF THE COORDINATING COMMITTEE

The Coordinating Committee's duty shall be to facilitate the reciprocal exchange of information on topics considered to be of common interest in the field of railroad activities, as well as of any other topics which allow for reciprocal knowledge to be gained by both parties.

The members of the Committee shall meet, when convenient, either in a place agreed by the Parties, or in any other way considered convenient and cost effective.

EXCHANGE AND INFORMATION ANALYSIS

This Agreement calls for the signing parties to information exchanges relating to high-speed rail transportation. When considered useful to both Parties, each Party shall comment on the information provided by the other Party, subject to personnel availability and budgetary sources. In this way, each Party is expected to benefit from the exchange of information regarding the latest developments in the field of high speed rail transportation.

TERMINATION

Each Party may terminate this agreement by giving ten days of prior notice to the other Party.

LIMITATION

This agreement calls for a voluntary exchange of public information that is not prohibited by law, that respects the obligations taken by Italy towards the European Union and that is not against the public administration policy. No right of enforcement is created by this agreement. This agreement does not constitute an agreement for the provision of goods or services in exchange for compensation, nor does it represent any commitment for a future agreement of any sort. This agreement is not an exclusive agreement, and each Party may enter into similar agreements with other entities with interest and expertise in high-speed rail transportation.

CONFIDENTIALITY

No information which one Party considers to be confidential shall be released to the other Party unless the other Party is given prior notice of the confidentiality of such information and agrees beforehand to accept such information subject to the assertion of confidentiality. This provision is intended to give the receiving Party an opportunity to determine whether its internal laws or the laws to which it is subject allow it to maintain the confidentiality of such information.

Done at San Francisco on September 3, 2009 in two originals, each in English and Italian language, each text being equally authentic.

on behalf of the California High
Speed Rail Authority

on behalf of the Italian Ministry of
Infrastructures and Transportation

Chairman of the Authority, the Honorable

Ambassador of Italy in Washington

Curt Pringle

Giovanni Castellaneta

