

美国加利福尼亚州
能源委员会
California Energy
Commission, USA

深圳国家高技术产业
创新中心
Shenzhen State
High-tech Industrial
Innovation Center

深圳市国际低碳清洁技术
创新中心
Shenzhen International
Low-carbon and Clean
Tech Innovation Centre

关于共同建设深圳-加州清洁技术创新 中心的合作谅解备忘录

Memorandum of Understanding for
Cooperation on California-Shenzhen Clean Tech Innovation Center

二零一七年十一月二日 中国深圳市
November 2, 2017 Shenzhen, China

美国加州能源委员会、深圳国家高技术产业创新中心
与深圳市国际低碳清洁技术创新中心
关于共同建设深圳-加州清洁技术创新中心的
合作谅解备忘录

**Memorandum of Understanding for
Cooperation on Shenzhen-California Clean Tech Innovation Center
between California Energy Commission, Shenzhen State High-tech
Industrial Innovation Centre, and Shenzhen International Low-carbon
and Clean Tech Innovation Centre**

美国加利福尼亚州能源委员会、深圳国家高技术产业创新中心与深圳市国际低碳清洁技术创新中心（以下简称“三方”）为深化清洁技术创新合作，根据2017年11月深圳市人民政府与加利福尼亚州政府关于建立低碳发展与清洁技术合作伙伴关系的谅解备忘录，达成谅解如下：

Based on the Memorandum of Understanding on Low Carbon and Clean Technology Partnership signed in November 2017 between Shenzhen Municipal People's Government of the People's Republic of China and the Government of the State of California of the United States of America, and to integrate innovation and low-carbon clean tech resources, the California Energy Resources Conservation and Development Commission (the "California Energy Commission"), Shenzhen State High-tech Industrial Innovation Center, and Shenzhen International Low-Carbon and Clean Tech Innovation Centre (hereafter referred to as "the Participants") will enhance the cooperation and jointly establish Shenzhen-California Clean Tech Innovation Center. The Participants have reached the following understandings:

一、宗旨

本备忘录以三方共同建设深圳-加州清洁技术创新中心（以下简称为“深圳加州中心”）为核心，依托此主体强化清洁技术交流合作、协助技术团队及初创企业的技术成果转化及加速、搭建企业合作平台，等推动清洁技术创新与广泛应用，促进绿色低碳产业的发展。

在遵循平等互利原则的基础上，本备忘录为三方务实开展交流合作确定基本框架，但不授予三方或其他方任何法律权利，或为三方或其他方带来任何法律义务。

1. Purpose

In this Memorandum of Understanding (MOU), the Participants will focus on developing the California- Shenzhen Clean Tech Innovation Center (hereafter referred to as “the California Shenzhen Center”). The Participants will jointly strengthen the exchanges and cooperation in clean tech development, assist technical partners in incubating and accelerating clean technologies and entrepreneurs, establish collaboration platforms for companies, drive the clean tech innovation and application, and develop green and low-carbon industry in both California and Shenzhen.

This MOU establishes a fundamental framework for the cooperation between the Participants based on principles of equality and mutual benefits and does not provide the Participants or third parties with any legal rights, nor does it incur legal obligations by the Participants or any third parties.

二、合作领域

三方根据附件《深圳-加州清洁技术创新中心建设框架方案》开展务实合作，具体包括但不限于如下内容：

2. Areas of Cooperation

The Participants will carry out practical cooperation according to the agreed California-Shenzhen Clean Tech Innovation Center Development Framework, with specific areas including but not limited to the following:

(一) 三方确认深圳市国际低碳清洁技术创新中心为深圳加州中心的执行方，主要负责中心的建设与运营，包括但不限于机构及团队、办公空间及合作机构等管理及执行工作，三方通过各自的资源与渠道协助深圳加州中心寻求资金支持其运作；

(1) The Participants confirm that Shenzhen International Low-Carbon and Clean Tech Innovation Centre will be designated as implementing party of the California Shenzhen Center, by managing related development and operation, which includes but not limited to organization and team building, office space and external relationship management and execution. The Participants will facilitate Shenzhen International Low-Carbon and Clean Tech Innovation Centre in seeking funding and operational support;

(二) 三方共同寻求合作伙伴，共同打造聚焦低碳清洁技术，涵盖产业及

技术集聚、转移、转化，企业孵化加速，投融资等一体化服务的综合型创新基地，以推动低碳清洁技术在环境保护、可持续发展、新能源、绿色交通、绿色建筑、智能电网、物联网等领域的应用；

(2) The Participants will identify cooperation partners that will build an integrated innovation base that focuses on low-carbon and clean technology, covering industry aggregation, technical transformation, entrepreneur incubation and acceleration as well as investment services in order to promote the application of low-carbon and clean tech in environment protection, sustainable development, new energy, green transportation, smart grid, and internet of things;

(三) 三方通过各自在低碳清洁技术领域的资源，依托加州清洁能源基金、加州大学校董会、洛杉矶清洁技术孵化器、新能源网络、以及深圳国际低碳清洁技术合作交流平台等合作伙伴，搭建清洁技术数据库与合作网络，连接加州与深圳的孵化器、加速器、企业、高校及研发机构、风投机构等；

(3) The Participants will link up their resource network to integrate resources (including clean tech incubators, accelerators, entrepreneurs, academic institutes, and venture capitals) by building innovation collaboration, developing cutting-edge technologies, and boosting the application and growth of clean tech and low carbon industry through California Clean Energy Fund, the Shenzhen International Low-carbon Clean Technology Collaboration and Communication Platform, and organizations such as UC Regents, Los Angeles Clean Tech Incubator (LACI), New Energy Nexus, and other network partners;

(四) 三方积极推进在低碳清洁技术领域的高等院校、研发机构、实验室之间的科研合作，为技术合作提供支持，包括相互提供技术咨询、市场分析预测、合作开发前沿技术项目等；

(4) The Participants will undertake scientific research cooperation among academic institutes, research and development institutes, and laboratories in low-carbon and clean tech sectors, to provide services to each other in technical consulting, market analysis and projection, cutting-edge technology project collaboration, and so forth;

(五) 三方以技术创新与鼓励创业为核心，搭建集双创空间、实验室、配套服务为一体的综合平台，推动两地创新创业的合作和发展，以带动两地低碳清洁技术研发、转移、孵化和加速；

(5) In order to drive the cooperation and development of innovation and entrepreneurship in both Shenzhen and California, the Participants will build a comprehensive platform that integrates spaces, laboratory facilities, and full service packages with focus on technological innovation and entrepreneurship;

(六) 三方共同引导投资机构针对低碳清洁技术领域设立基金，通过多种形式撬动资本以支持清洁技术的创新发展；

(6) The Participants will facilitate the founding of a fund that specifies in low-carbon and clean tech field by leading investors and leveraging capitals to support clean tech innovation;

(七) 其它三方同意的合作领域。

(7) Other items of interest to the Participants.

三、合作形式

三方合作可采取以下形式：

3. Forms of Cooperation

The Participants can use the following forms of cooperation:

(一) 成立深圳-加州清洁技术创新中心理事会及秘书处，邀请研发机构、孵化器、企业成为理事会成员，完善多项管理制度；

(1) Set up California-Shenzhen Clean Tech Innovation Center Council and corresponding secretariat, invite research institutes, incubators, companies to become members of the council, and establish a management system;

(二) 建立清洁技术数据库，公共实验室，创新孵化加速器及技术转化服务平台；

(2) Establish clean tech databases, innovation incubators and accelerators, and technical transformation service platform;

(三) 成立“中国加州清洁技术创新企业联盟”，搭建企业合作平台，推动绿色产业信息及技术交流；

(3) Establish “China California Clean Tech Innovation Enterprise Alliance”, to build up collaboration platforms and to encourage green industry information and technical exchange;

(四) 定期开展合作伙伴互访, 举办技术交流研讨会、项目路演及展览展示、创业大赛、能力建设培训等活动;

(4) Undertake regular exchanges and visits between the Participants' relevant personnel and enterprises, including business calls, academic seminars and workshops, roadshows, competitions, projects and technology exhibitions, trainings, and so forth;

(五) 三方议定的其他合作形式。

(5) Other forms of collaboration as agreed upon by the Participants.

四、合作机制

4. Cooperation Mechanism

The Participants will carry out the objectives of this MOU by the following:

(一) 三方将根据《深圳-加州清洁技术创新中心建设框架方案》(附件) 建立负责备忘录实施的联合工作小组, 开展具体合作, 并且建立定期交流机制, 积极落实本谅解备忘录下的合作事项;

(1) The Participants will establish a working group to achieve the goal of this MOU and carry out cooperation and regular exchanges according to the agreed California-Shenzhen Clean Tech Innovation Center Development Framework (attached);

(二) 深圳市人民政府和加利福尼亚州政府为本备忘录的支持单位, 三方负责统筹实施各项相关合作事项;

(2) The Shenzhen Municipal People's Government and the Government of the State of California will be supporting units of this MOU;

(三) 在本备忘录的有效期内, 三方执行机构应每年进行合作进展梳理以及讨论, 并根据三方的建议改进合作方案;

(3) During the period of validity of this MOU, the Participants and assigned executive agencies shall carry out progress discussion and update cooperation plan once a year;

(四) 在三方同意基础上, 将委托三方认同的机构协助管理本备忘录的实施、开展信息交流、活动安排、团组互访和合作项目, 也将为两地互访和其他形式的合作寻求资金支持; 本备忘录并不对三方具有任何财政义务上的约束,

而三方将各自承担与本备忘录内容相关活动所产生的费用；

(4) As appropriate, the Participants will delegate organizations that are agreed upon by the Participants to assist with the implementation of this MOU. These designated organizations, under the direction of the Participants, will help to coordinate exchange, activities, delegations visits and collaboration between the Participants. These organizations will also explore funding sources to enable travel and other forms of collaboration between the Participants; This MOU does not establish any financial obligations on the Participants and each entity will bear its own costs incurred as a result of the activities described in this MOU;

(五) 所有根据本备忘录开展的活动必须遵守三方各自的法律、法规和相关规定，并取决于三方各自可利用的资金、人员和其他资源情况；

(5) All activities carried out based on the MOU must be in accordance with the Participants' respective laws, rules and regulations and shall be subject to the availability of funds, personnel and other resources available to each Participant;

(六) 三方相关信息与文件的协商与交换，应确保三方体系、流程和信息（包含交易保密）的安全性和完整性，且不能损害三方的法定要求和义务，因此本谅解备忘录的某些保密信息和文件不能被交换；

(6) Consultation and exchange of information and documents shall preserve the security and integrity of the systems, processes, and information (including trade secrets) of each Participant and be without prejudice to Participants' legal requirements or obligations, which may prevent the exchange of certain confidential information and documents under this MOU;

(七) 所有执行机构和合作伙伴的选定都必须经过三方的认可。

(7) All the implementing agencies and partners must be chosen with approval from the Participants.

五、附则

5. Supplementary Provisions

The Participants also agree to the following provisions:

(一) 三方决定通过友好协商解决实施本备忘录的任何分歧；

(1) The Participants have decided that any disagreement arising from the implementation of this MOU shall be settled in writing over amicable discussion;

(二) 本备忘录有效期为三年，自签署之日起生效。经三方一致同意，本备忘录有效期可延长，并可作修改；

(2) This MOU is valid for three years upon the date of signature. The MOU may be extended and modified with the written consent of the Participants;

(三) 本备忘录于2017年11月2日在深圳市签署，一式三份，三方各执一份，每份均用中文和英文写成，两种文本同等作准。

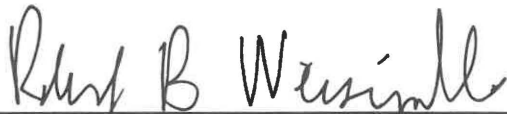
(3) This MOU is signed in Shenzhen on November 2, 2017. This MOU shall be provided in three copies in both Chinese and English. Each party holds one copy and all the copies are equally authentic.

(以下为签字页，无内容。)

(The following is the signature page)

美国加州能源委员会授权代表：

Authorized Representative from California Energy Commission



2017年11月2日 November 2, 2017

深圳国家高技术产业创新中心授权代表：

Authorized Representative from Shenzhen
State High-tech Industrial Innovation Center



2017年11月2日 November 2, 2017

深圳市国际低碳清洁技术创新中心授权代表：

Authorized Representative from Shenzhen
International Low-Carbon and Clean Tech
Innovation Centre



2017年11月2日 November 2, 2017