

深圳市人民政府
Shenzhen Municipal
People's Government

美国加利福尼亚州政府
The Government of the
State of California

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

Memorandum of Understanding on
Low Carbon and Clean Technology Partnership

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

中国深圳市人民政府与美国加利福尼亚州关于 建立低碳发展与清洁技术合作伙伴关系 的谅解备忘录

Memorandum of Understanding on Low Carbon and Clean Technology Partnership Between The Government of Shenzhen, Guangdong Province of the People's Republic of China and The Government of the State of California, the United States of America

中国深圳市人民政府与美国加利福尼亚州政府根据“2013年6月深圳市人民政府与加利福尼亚州政府关于加强碳排放交易体系合作的谅解备忘录”，和“2015年9月深圳市人民政府与加利福尼亚州政府关于加强低碳发展合作的谅解备忘录”，达成谅解如下：

In order to further the goals of the *Memorandum of Understanding to Enhance Cooperation on Emissions Trading Systems* and the *Memorandum of Understanding to Enhance Cooperation on Low Carbon Development* signed in June 2013 and September 2015, respectively, 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 (hereafter referred to as "the Participants"), the Participants have reached the following understandings:

一、宗旨

本备忘录旨在支持深圳市与加利福尼亚州政府共同应对全球气候变化问题及实现低碳发展目标提供协助。双方同意就科研、创新、

商务领域进行交流合作。本备忘录将为深圳和加州政府、科研机构、行业合作方等利益相关方提供意见交换及行动指南，建立促进科学、技术、产业研究和商务合作机制基础，搭建推动双方利益（包括开发科研技术产品的市场）的合作平台。在遵循平等互利原则的基础上，本备忘录为双方务实开展交流合作确定基本框架，但不授予双方或第三方任何法律权利或为双方或第三方带来任何法律义务。

1. Purpose

The purpose of this Memorandum of Understanding (MOU) is to support the efforts of each Participant to address the global issue of climate change and to achieve its low-carbon development goals. The Participants agree to communicate and cooperate on matters of research, innovation, and commercialization. The cooperation based on this MOU will also provide a mechanism through which the Participants' governments, researchers, key stakeholders, and industrial collaborators may exchange views, express concerns, and arrange to carry out joint actions. It will also provide a mechanism to promote scientific, technological, and industrial research and commercialization cooperation between California and Shenzhen and will provide a platform for promoting mutually beneficial endeavors between the Participants, including developing markets for science and technology-based products.

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

双方主要在低碳清洁技术发展创新领域开展合作，具体合作领域包括但不限于如下内容：

2. Areas of Cooperation

The Participants focus on cooperation on low carbon and clean technology innovation, with

specific areas including but not limited to the following:

(一) 双方共同合作，应对本地区气候变化带来的挑战和问题。深圳支持加州提出的应对气候变化新计划及 2030 年减排新目标，并在此计划和目标下开展双方的低碳发展合作；加州支持深圳应对气候变化“十三五”规划及温室气体减排目标，并为此积极开展的各项行动；

(1) The Participants will undertake mutual efforts and cooperation to combat climate change and related challenges. Shenzhen supports California's latest climate mitigation policies and its 2030 greenhouse gas emission reduction goal; California supports Shenzhen's 13th FYP and its greenhouse gas reduction target. The Participants will carry out corresponding collaborations under both climate strategies;

(二) 双方鼓励和支持低碳清洁技术创新及合作，支持深圳与加州两地的企业及科研院校通过深圳国家高技术产业创新中心、深圳市国际低碳清洁技术创新中心以及其他清洁技术网络合作方合作建设的“深圳-加州低碳清洁技术创新中心”，对接双方低碳清洁技术孵化器、加速器及公共服务平台，搭建深圳加州低碳清洁技术创新合作网络，合作开发前沿共性技术，促进研发成果转化落地，共同推进低碳清洁技术应用和产业发展；

(2) The Participants will promote low carbon and clean technology innovation in various kinds. The Participants will facilitate low carbon and clean technology business development and industry-university-research cooperation by supporting companies and academic institutes from both regions to integrate resources (including clean tech incubators, accelerators, and public service platform), building innovation collaboration network, developing cutting-edge technologies, and boosting the application and growth of clean tech and low carbon industry through "Shenzhen-California Clean Tech Innovation Center", which

is established by State High-Tech Industrial Innovation Center (Shenzhen), Shenzhen International Low-carbon and Clean Tech Innovation Center, and other clean technology network partners;

(三) 双方继续深入实施碳排放交易机制合作，包括推动移动排放源、公共建筑排放源纳入碳交易机制，开展零排放积分在移动排放源使用端创新应用等方面进行信息互换与经验分享；

(3) The Participants will continue their cooperation and engagement in emissions trading systems, including sharing information and lessons learned on integrating mobile emission source and public infrastructures into trading scheme, carrying out zero emission credit systems in the innovation of user applications, etc.;

(四) 双方通过技术交流，推动新能源汽车技术（包括电动汽车及充电设施、氢燃料电池研发和加氢站建设等）的发展和应用，通过技术交流与经验分享推广新能源汽车；

(4) The Participants will promote the development and deployment of all new-energy vehicle technologies, including battery electric vehicles and charging infrastructure, hydrogen and fuel cell technology, and hydrogen application facility development to accelerate new energy utilization by encouraging knowledge sharing and technical exchange;

(五) 双方支持深圳港口与加州港口在降低大气污染和建设绿色港口方面开展合作；

(5) The Participants will support cooperation on reducing air pollutants and carbon emissions from ports in Shenzhen and California;

(六) 双方继续深化智能电网规划、分布式能源、建筑节能、智能化等领域的技术交流合作；

(6) The Participants will deepen the exchange in smart grid, distributive energy production, energy efficiency, and intellectualized application development fields;

(七) 双方开展在环境保护领域的技术合作, 包括污染减排技术, 水和废水处理技术, 固体垃圾管理技术等;

(7) The Participants will collaborate on exchange and development in environmental protection technologies, including pollution mitigation technologies, water and waste water treatment technologies, and solid waste management technologies;

(八) 双方在信息技术, 包括对污染及温室气体排放减排及改良清洁能源技术有所助益的软件、高端通讯产品及服务等领域的交流合作;

(8) The Participants will jointly drive the development of information technologies and techniques including software, advanced communication products and services benefiting the mitigation of criteria air pollutants and greenhouse gas emission, and advancing clean energy development;

(九) 共同促进低碳经济发展, 提高本地企业竞争力并提供就业机会;

(9) The Participants will facilitate in building low carbon economy, boosting competitiveness of local business, and creating green job opportunities in both regions;

(十) 其他双方同意的合作领域。

(10) Other items of interest to the Participants.

三、合作形式

双方合作可采取以下形式:

3. Forms of Cooperation

The Participants can use the following forms of cooperation:

(一) 共同分享相关工作信息、经验和教训，包含分享可披露的相关文件、规范和标准及其他资源；

(1) Mutual exchange of relevant information, experience and lessons learned through sharing relevant documents, codes and standards, and other resources;

(二) 建立围绕现有规范和标准、新兴技术先行试验合作示范项目，收集和分享可获得的相关数据；

(2) Developing coordinated demonstration projects implementing existing codes and standards and emerging technologies into new jurisdictions and collecting and sharing relevant and accessible data;

(三) 开展双方相关人员的互访和交流，包括人员互访、举办技术交流研讨会、项目路演、项目及技术展览和能力建设培训等；

(3) Undertaking exchange and visits between the Participants' relevant personnel, including business calls, academic seminars and workshops, roadshows, projects and technology exhibitions, trainings, and so forth;

(四) 加强加州技术成熟并具有先进性的企业与深圳市相关领域以及技术需求企业的密切合作；

(4) Enhancing business relationships and collaboration between Shenzhen-based and California-based entrepreneurs, business network, and trade delegations in low carbon and clean tech sectors;

(五) 双方开展关于低碳发展、城市规划、标准等领域的项目合作；

(5) Carrying out specific project collaborations in low-carbon development, urban design, standards, and so forth;

(六) 双方议定的其他合作形式。

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

四、合作机制

双方将通过以下机制开展本备忘录达成的合作事宜：

4. Cooperation Mechanism

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

(一) 深圳市人民政府指定深圳市发展和改革委员会，加利福尼亚州政府指定加州能源委员会作为本备忘录的执行机构，执行机构主要负责统筹实施各项相关合作事项；

(1) The Shenzhen Municipal People's Government and the Government of the State of California respectively designate the Development and Reform Commission of Shenzhen Municipality and California Energy Commission as the Executive Agencies responsible for coordinating the implementation of relevant cooperation activities between Shenzhen and California;

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

(2) During the period of validity of this MOU, the Executive Agencies shall carry out progress discussion and update cooperation plan once a year;

(三) 在双方同意基础上，将利用双方认同的第三方机构组织协助管理本备忘录的实施。在双方委托下，第三方机构将帮助开展信息交流、活动安排、团组互访和项目合作，也将为其合作寻求资金支持；

(3) As appropriate, the Participants will utilize third party organizations that are agreed upon by both parties to assist with the implementation of this MOU. These third party 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;

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

(4) 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;

(五) 双方相关信息与文件的协商与交换，应确保双方体系、流程和信息（包含交易保密）的安全性和完整性，且不能损害双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。

(5) 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.

五、附则

双方均同意以下条款：

5. Supplementary Provisions

The Participants also agree to the following provisions:

(一) 双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。经双方一致同意，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 mutual written consent of the Participants;

(三) 双方任何一方书面通知对方后可终止本备忘录。本备忘录终止后，双方必须采取必要措施确保依据本备忘录实施的活动能够迅速、妥善地完结；

(3) This MOU may be terminated by either party with written notice. After the termination of the MOU, the Participants must take necessary measures to conclude the ongoing activities in a swift and appropriate manner;

(四) 本备忘录不妨碍深圳市人民政府或加利福尼亚州政府与其他中国或美国国内外的机构签署其他协议；

(4) Nothing in this MOU precludes the Shenzhen Municipal People's Government or the State of California from entering into any other agreement with an entity inside or outside of the People's Republic of China or the United States of America;

(五) 本备忘录于2017年9月7日在深圳市签署，一式两份，双方各执一份，每份均用中文和英文写成，两种文本同等作准。

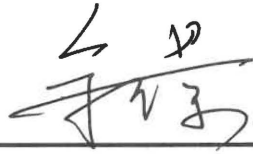
(5) This MOU is signed in Shenzhen on September 7th, 2017. This MOU shall be provided in two copies in both Chinese and English. Each party holds one copy and the two copies are equally authentic.

(以下为签字页，无内容)

(The following is the signature page)

深圳市人民政府授权代表：

Authorized Representative from Shenzhen Municipal People's Government

A handwritten signature in Chinese characters, appearing to be '李强' (Li Qiang), written in black ink above a horizontal line.

2017年11月2日 November 2, 2017

美国加利福尼亚州政府授权代表：

Authorized Representative from the Government of the State of California

A handwritten signature in English, 'Robert B. Weisend', written in black ink above a horizontal line.

2017年11月2日 November 2, 2017