
Memorandum of Understanding
to
Enhance Cooperation on Low Carbon Development
Between
the Government of Guangdong Province of the People’s Republic of China
and
the Government of the State of California of the United States of America

Based on the Memorandum of Understanding to Enhance Cooperation on Climate Change, Energy and Environment Between the Government of the People’s Republic of China and the Government of the United States of America signed in July 2009, and Memorandum of Understanding to Enhance Cooperation on Low Carbon Development Between the Government of Guangdong Province of the People’s Republic of China and the Government of the State of California of the United States of America signed in April 2013, and in order to continue enhancing cooperation in the area of low carbon development, the Government of Guangdong Province 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”) have reached the following understandings:

1. Purpose

The purpose of this Memorandum of Understanding (MOU) is to support efforts of the Participants to help each Participant achieve its low carbon development goals. This MOU establishes a fundamental framework for the Participants to carry out pragmatic exchange and cooperation based on the principles of equality and mutual benefits and does not provide Participants or third parties with any legal rights, nor does it incur legal obligations by the Participants or any third parties.

2. Areas of Cooperation

The Participants focus cooperation on low carbon development efforts, with specific areas of cooperation including but not limited to the following:

- 1) Formulating low carbon economic development plans;
- 2) Increasing energy conservation and energy efficiency of traditional industrial sectors;
- 3) Expanding clean, renewable energy, supporting low carbon technology research, development and transfer;
- 4) Enabling low carbon, sustainable transportation, including supporting the global adoption of New Energy Vehicles, sometimes called Zero Emission Vehicles (ZEVs) or electric-drive vehicles;
- 5) supporting the cooperation on electric system planning, renewable energy integration and the efficient use of energy in new and existing buildings;
- 6) Promoting low carbon , sustainable agriculture, forestry, and waste handling;

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- 7) Financing strategies for low carbon development efforts;
 - 8) Trade and investment in low carbon technologies;
 - 9) Continuing cooperation and engagement on emissions trading systems, including sharing information and lessons learned on how to vertically integrate state and provincial programs into national programs;
 - 10) Promoting the exchange and cooperation around low carbon cities and urban areas in the matters of planning, new emerging technology, and sharing experiences on sustainable urbanization;
 - 11) Promoting exchange and cooperation on the implementation and application of carbon labelling, carrying out related demonstration work;
 - 12) Other items of interest to the Participants.

3. Forms of Cooperation

The Participants can use the following forms of cooperation:

- 1) Exchange of relevant information, experience and lessons learned, including through sharing relevant documents and other resource;
- 2) Exchange and visits between the Participants' relevant personnel, including personnel, including exchange using conference call and webinar technology;
- 3) Exchange of scientific research or joint research and technology development;
- 4) Co-organization of relevant seminars, workshops, exhibitions and trainings;
- 5) Shared investments in low carbon development opportunities;
- 6) Facilitation of clean tech-related joint research and development (R&D), enhancement of business relationships, and collaboration between Guangdong-based and California-based entrepreneurs through (but not limited to) California's innovation hub (iHub) network, trade delegations, and public private partnerships;
- 7) Facilitation of cooperation and exchanges between major California cities and cities in Guangdong to share local government tools and resources;
- 8) Other forms of collaboration as agreed upon by the Participants.

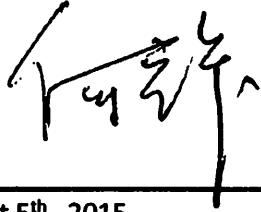
4. Cooperation Mechanism

- 1) The Participants agree that the Working Group on Enhancing Cooperation for Enhancing Cooperation on Low Carbon Development between Guangdong and California established in the 2013 MOU between the participants shall be maintained, in order to strengthen cooperation and communication and to negotiate the specifics of cooperation under this MOU on a regular basis.
- 2) The Working Group from Guangdong will be composed of the Guangdong Provincial Development and Reform Commission, Guangdong Provincial Foreign Affairs Office, Guangdong Provincial Economic and Information Commission, Guangdong Provincial Science and Technology Department, Guangdong Provincial Finance Department, Guangdong Provincial Housing and Urban-Rural Development Department. The Working Group from California will be composed of the California Environmental Protection Agency, California Air Resource Board, California Energy Commission and California Public Utilities Commission;

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- 3) The Government of Guangdong Province and the Government of the State of California respectively designate the Guangdong Provincial Development and Reform Commission, Guangdong Provincial Foreign Affairs Office and California Environmental Protection Agency as the Executive Agencies responsible for coordinating the implementation of relevant cooperation activities between Guangdong and California;
 - 4) During the period of validity of this MOU, the Executive Agencies shall report on the progress of cooperation to the Governor of Guangdong Province and the Governor of California once a year and improve the cooperation plans based on their suggestions;
 - 5) As appropriate, the Participants may cooperate in multilateral exchanges with other partners;
 - 6) 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 information exchange, activities, travel delegations and collaboration between the Participants. These organizations will also explore funding sources to enable travel and other forms of collaboration between the Participants;
 - 7) 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;
 - 8) 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.

5. Supplementary provisions

- 1) The Participants have decided that any disagreement arising from the implementation of this MOU shall be settled over amicable discussion;
- 2) This MOU is valid for two years upon the date of signature. The MOU may be extended and modified with the mutual consent of the Participants;
- 3) This MOU may be terminated by either party with a written statement to the other. After the termination of the MOU, the Participants must take necessary measures to conclude the ongoing activities in a swift and appropriate manner;
- 4) Nothing in this MOU precludes the Government of Guangdong Province or the State of California from entering into any other agreement with an entity inside or outside of the United States of America or the People's Republic of China;
- 5) This MOU is signed in Guangzhou on August 5th, 2015. This MOU shall be provided in two copies in both English and Chinese. Each party holds one copy and the two copies are equally authentic.

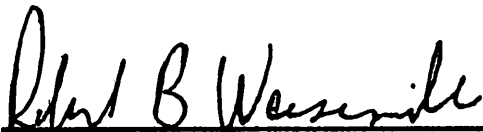


August 5th, 2015

Authorized Representative from the Government of Guangdong Province
Guangdong Provincial Development and Reform Commission



Authorized Representative from the Government of the State of California
California Environmental Protection Agency



August 5th, 2015

Authorized Representative from the Government of the State of California
California Energy Commission

中国广东省政府与美国加州政府 关于继续加强低碳发展合作的谅解备忘录

中国广东省政府与美国加州政府（以下称为“双方”）为继续加强低碳发展领域的合作，根据 2009 年 7 月《中华人民共和国政府与美利坚合众国政府关于加强气候变化、能源和环境合作的谅解备忘录》以及 2013 年 4 月《中国广东省政府与美国加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：

一、宗旨

本备忘录旨在支持双方为彼此实现低碳发展目标提供协助。本备忘录为双方在遵循平等互利原则的基础上开展务实交流与合作建立基本框架，但并不产生任何对双方或第三方具有法律约束力的权利或义务。

二、合作领域

双方合作领域包括但不限于：

- （一）制定发展低碳经济的规划；
- （二）节能和提高能效，尤其是传统工业部门的节能和能效；

(三) 发展清洁、可再生能源，支持低碳技术的研发与转移；

(四) 发展低碳可持续交通，包括支持在全球范围内采用新能源汽车（间或称为“零排放汽车”或“电动汽车”）；

(五) 发展电网规划，支持可再生能源发电整合入网，支持新建和已有建筑内的能效提高；

(六) 推广低碳可持续农业、林业和垃圾处理；

(七) 低碳发展的融资策略；

(八) 低碳技术投资与贸易；

(九) 继续推进碳交易制度的市场机制建设，包括在试点机制如何过渡到全国碳市场方面的信息共享和政策交流；

(十) 促进在低碳城市建设方面的合作与交流，包括规划、新技术和可持续城市化；

(十一) 促进碳标签实施应用的交流合作，探索开展联合碳标签示范工作；

(十二) 其它双方感兴趣的合作领域。

三、合作形式

双方合作可以采取以下形式：

(一) 交换相关信息，交流相关经验与教训，包括分享相关文件及其他资源；

(二) 开展双方之间相关人员的交流，包括面谈、电视电话会议等方式；

(三) 进行科研交流, 开展共同研究和技术开发;

(四) 共同举办相关研讨会、座谈会、展览和培训;

(五) 共同投资低碳发展机会;

(六) 促进与清洁技术相关的共同研发活动, 加强双方商业合作, 通过(包括但不限于)加州的创新联盟、双方贸易代表团互访以及公私合作, 开展广东和加州企业之间合作;

(七) 支持广东省和加州的城市和地方政府之间就低碳发展的工具和资源进行的交流;

(八) 双方议定的其他合作形式;

四、合作机制

(一) 双方同意保持于 2013 年《中国广东省政府与美国加州政府关于加强低碳发展合作的谅解备忘录》下所建立的合作工作组, 继续加强双方沟通与合作, 定期协商本备忘录下的具体合作事项。

(二) 广东方工作组的组成部门是广东省发展改革委、外事办公室、经济和信息化委、科技厅、财政厅、住房城乡建设厅、交通运输厅, 加州方工作组的组成部门是环境保护署、空气资源委员会、能源委员会和公共设施安全委员会。

(三) 广东省政府指定广东省发展改革委、外事办公室, 加州政府指定加州环境保护署作为本备忘录的执行机构, 负责统筹实施各合作事项。

(四) 在本备忘录有效期内，执行机构应每年向广东省省长和加州州长汇报一次合作进展情况，并根据广东省长和加州州长的建议改进合作方案。

(五) 双方可以酌情同第三方开展多边交流与合作。

(六) 在双方同意的基础上，将酌情利用第三方机构协助本备忘录的实施。在双方的领导下，第三方机构将在信息交流、活动安排、团组互访和合作项目等方面提供协助和协调。第三方机构还将为双方互访和其他形式的合作寻求资金来源。

(七) 所有根据本备忘录开展的活动必须遵守双方各自法律、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。

(八) 所有本备忘录项下开展的信息交流与交换需要遵守双方各自的法律、惯例和规定，需要保密的信息（包括商业机密）不得共享。

五、附则

(一) 双方决定通过友好协商解决本备忘录实施过程中产生的任何分歧。

(二) 本备忘录有效期为两年，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。

(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根据本备忘录

实施的活动能够迅速、妥善地完结。

(四) 本备忘录不妨碍广东省政府或加州政府与美利坚合众国或中华人民共和国境内任何实体签署其他协议。

(五) 本备忘录于 2015 年 8 月 5 日在广东省广州市签署一式两份，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。

中国广东省政府

美国加州政府

美国加州政府

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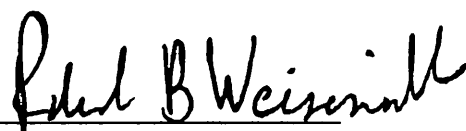
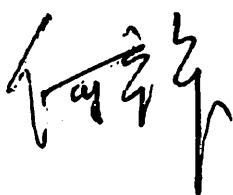
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广东省发展和改革委员会

加州环境保护署

加州能源委员会



2015 年 8 月 5 日

2015 年 月 日

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