

**Coordinated Joint Investment Plan for Clean Technology Innovation  
Between  
Jiangsu Science and Technology Department (JSTD), P.R. China  
And  
The Energy Resources Conservation and Development Commission of the  
State of California of the United States of America**

In furtherance of the California-Jiangsu Clean Technology Partnership (the “Partnership”) established in Nanjing on June 5, 2017, between Jiangsu Province of the People’s Republic of China and the Government of California of the United States of America, the Jiangsu Science & Technology Department (JSTD) and the Energy Resources Conservation and Development Commission (the “Energy Commission”) of the State of California (hereinafter the “Participants”) hereby agree to focus resources on developing the low-carbon and clean technology innovation categories identified in this Coordinated Joint Investment Plan (the “Investment Plan”).

The low-carbon and clean technology innovation categories identified in this Investment Plan are consistent with the goals of the Partnership; specifically, they are mutually beneficial clean technologies that help each Participant’s region achieve shared climate change and air pollution reduction goals as well as facilitate economic growth.

**Paragraph 1**

**LOW-CARBON AND CLEAN TECHNOLOGY INNOVATION CATEGORIES**

- Building & Transportation Energy Efficiency
- Renewable Energy
- Grid Modernization & Information Technology
- Energy Storage
- Water-Energy-Food Nexus

**Paragraph 2**

**IMPLEMENTATION**

According to the Partnership agreement, the Participants will create a Joint Working Group to carry out this agreement. Each Participant will identify and fund eligible projects consistent with this Investment Plan according to its own processes (the “Projects”). Each Project solicitation shall include a description of the Partnership and the benefits of participating in the Partnership. This Investment Plan shall be reviewed and updated every three years.

Projects funded by one Party should be communicated to the other Party, so that Project match funding may be considered, according to all appropriate laws. The Participants agree to collaborate where possible, including exchange of documents, workshops, webinars, and other forms of information sharing, including in-person meetings in either Jiangsu or California.

This Investment Plan does not require any exchange of funds nor does it establish any financial obligations on the Participants now or in the future. Each Participant and third party will bear its own costs in meeting the commitments under this Investment Plan, including but not limited to any costs associated with the Joint Working Group.

**Paragraph 3**

**TRANSPARENCY AND PUBLIC INFORMATION**

Documents and communications related to this Investment Plan and its implementation, including documents related to soliciting and awarding Projects, may be subject to disclosure under public records laws.

**Paragraph 4**

**OTHER RIGHTS AND INTERESTS**

The Participants intend to adopt all appropriate measures, in accordance with their respective laws and regulations, to protect intellectual property rights and interests.

Nothing in this Investment Plan limits the right of each of the Participants to establish similar agreements with other institutions. Cooperation under this Investment Plan does not affect the rights and obligations acquired by the Participants in other international agreements.

**Paragraph 5**

**EFFECT OF INVESTMENT PLAN**

This Investment Plan serves only as a record of the Participants' intentions and does not constitute or create any legally binding or enforceable rights or obligations, expressed or implied.

**Paragraph 6**

**SUPPLEMENTARY PROVISIONS**

The Participants also agree to the following provisions:

1. The Participants have decided that any disagreement arising from the implementation of this Investment Plan shall be settled in writing through amicable discussion;
2. Nothing in this Investment Plan precludes the Government of Jiangsu or the Government of California or the Jiangsu Science and Technology Department or the California Energy Resources Conservation and Development Commission 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;
3. 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 all third parties acting on behalf of any of the Participants and be without prejudice to Participants' legal requirements

or obligations, which may prevent the exchange of certain confidential information and documents under this Investment Plan;

4. Any loss, damage, or injury suffered by either Participant or any third parties in connection with the performance of this Investment Plan will be borne exclusively by that party.

#### Paragraph 7

#### FINAL PROVISIONS

This Investment Plan is neither a contract nor a treaty. This Investment Plan is a direct result of the California-Jiangsu Clean Technology Partnership, and is a part of that agreement.

This Investment Plan will be effective upon the date of signature by both participants and will remain in force for three (3) years thereafter. Before the end of this period, the Participants shall meet and review the projects funded as part of this program and determine the technology categories identified and prioritized for the next Investment Plan.

This Investment Plan may be amended or modified by mutual written consent of the Participants.

Signed in Nanjing, China, on Nov. 1, 2017, in two originals in Chinese and English languages, both texts being equally authentic.

Authorized Representative from the  
California Energy Resources  
Conservation and Development  
Commission  
(California Energy Commission)



Dr. Robert Weisenmiller  
Chair, California Energy Commission

Authorized Representative from the  
Jiangsu Science & Technology  
Department  
(JSTD)



Dr. Wang Qin  
Director-General, Jiangsu Science and  
Technology Department

# 江苏省科技厅与加利福尼亚州能源委员会 关于建立清洁技术创新联合投资计划 协调机制协议

为了进一步加深中华人民共和国江苏省与美利坚合众国加利福尼亚州于 2017 年 6 月 5 日在南京签署建立的江苏-加州清洁技术合作伙伴关系（以下简称“合作伙伴关系”），江苏省科技厅与加州能源保护及发展委员会（以下简称“双方”）一致同意将重点支持该联合投资计划中确定的若干低碳及清洁技术领域的科技创新。

该联合投资计划所关注的若干低碳及清洁技术领域与“合作伙伴关系”目标完全一致；具体来说，双方均可从中受益，将有利于两地区实现气候变化和减少空气污染，促进经济增长的共同目标。

## 第一段

### 低碳及清洁技术创新若干领域

- 建筑与交通能源利用效率
- 可再生能源
- 电网现代化和信息技术
- 储能
- 水-能源-粮食生态系统

## 第二段

### 实施

根据“合作伙伴关系”，双方将成立联合工作组负责协议的实施。双方将根据各自的程序，分别甄选并资助符合联合投资计划条件的项目。符合条件的项目在申请时必须包含关于合作伙伴关系及参与伙伴关系获益内容的描述。该投资计划需每三年复审更新一次。

参与双方各自资助的项目需进行沟通，根据各自法律法规及程序，对于一方已资助的合作项目，另一方可以考虑对应的资助。参与双方同意充分合作，包含文件交换、研讨会、网络研讨会和其他形式的信息分享，包括在江苏或加州的面对面会议。

该投资计划不要求任何资金交换，也不会现在及未来规定参与双方的任何出资义务。参与双方将各自承担该投资计划下的活动费用，包括但不限于联合工作组的花费。

## 第三段

### 公开性及公共信息

与该投资计划相关的文件通讯及相关实施情况，包括筛选资助项目的相关文件，可根据法律予以公开。

## 第四段

### 其他权益

参与双方将在各自法律法规允许的范围内，采取一切适当措施，保护知识产权和相关利益。

该投资计划不会限制参与双方与其他机构达成类似协议。该投资计划下的合作不会对参与双方在其他国际协议中的权利与义务构成影响。

## 第五段

### 投资计划的作用

该投资计划仅用于记录参与双方的意愿，不具有任何法律约束力，不赋予任何可强制执行的权利或义务。

## 第六段

### 补充条款

参与双方也就以下条款达成了一致：

1、参与双方一致决定，在此投资计划过程中产生的任何分歧将通过友好协商解决，并书面记录。

2、此投资计划不会妨碍江苏省政府或加利福尼亚州政府，江苏省科技厅或加利福尼亚州能源保护及发展委员会与其他中、美、国内、国外的机构签署其他协议。

3、咨询及文件和信息的交换须保护参与双方及代表任何参与方的第三方机构的系统、工作流程及相关信息（包括贸易机密）的安全性、真实性；不得损害参与双方的任何法定义务和要求，这点可能就会阻碍该投资计划下的某些机密信息及文件的交换。

4、参与双方或任何第三方机构在执行本投资计划中产生的任何损失及伤害将由完全由各方自行承担。

## **第七段**

### **最终条款**

该投资计划并非合同或协议。该投资计划是江苏-加州清洁技术合作伙伴关系的直接成果，是那份协议的一部分。

该投资协议在参与双方签字后即刻生效，为期三年。在三年期满前，双方需会面并复审计划执行过程中资助的项目，决定下一轮投资计划优先支持的领域。

该投资计划可在参与双方一致书面同意的情况下，进行修订及修改。

于 2017 年 11 月 1 日签署于中国南京，中英文一式两份，两份文件具有同等效力。

A stylized handwritten signature in black ink, consisting of a few bold, sweeping strokes.

王秦博士

江苏省科技厅厅长

A handwritten signature in black ink, written in a cursive style that reads "Prof B Weisenmiller".

Robert Weisenmiller 博士

加州能源委员会主席