中华人民共和国北京市海淀区与
美国加利福尼亚州能源委员会
关于创新合作谅解备忘录

MEMORANDUM OF UNDERSTANDING OF CLEAN TECHNOLOGY INNOVATION PARTNERSHIP
between
HAIDIAN DISTRICT OF BEIJING OF THE PEOPLE'S REPUBLIC OF CHINA
and
THE CALIFORNIA ENERGY RESOURCES CONSERVATION AND DEVELOPMENT COMMISSION

为促进在低碳发展和清洁能源资源等领域的研究、创新和投资合作，美国加利福尼亚州清洁能源委员会与中国北京市海淀区人民政府（以下简称"参与方"）兹签署有关建立以清洁技术为代表的科技创新合作关系的《谅解备忘录》。

To facilitate the cooperation on research, innovation, and investment in low-carbon development and clean energy resources, State of California and Beijing Municipality (hereinafter referred to as "Participants") signed a Memorandum of Understanding to establish a partnership on clean technology.

鉴于：美国加州至全球最具创新活力的区域；

鉴于：美国加州与中国有着悠久的成功合作历史，包括气候变化、空气质量、能源效率、可再生能源、新能源和零排放车辆开发、排放交易体系和有利于气候的贸易和投资机会等领域的合作；

ACKOWLEDGING that California has a long history of successful collaboration with China, including cooperation on climate change, air quality, energy efficiency, renewable energy, new-energy and zero emission vehicle development, emissions trading systems, and climate-positive trade and investment opportunities;

鉴于：加州制定了强有力的气候变化减缓政策，包括到2030年，将温室气体排放量在1990年水平的基础上降低40%，可再生能源利用率达到50%，能源效率翻一番，以及对清洁技术开发和部署进行大手笔投资；

ACKNOWLEDGING that California has strong climate mitigation policies, including reducing greenhouse gas emissions 40% below 1990 levels by 2030, 50% renewable energy and doubling of energy efficiency by 2030, and extensive investment in clean technology development and deployment;

鉴于：北京市是中国的首都，制定了以中关村为核心建设具有全球影响力的创新中心的发展战略；鉴于：北京市制定了强有力的、旨在减少空气污染和应对气候变化的方案和政策，拥有大量致力于创新清洁技术的企业，力求在改善空气质量和公共卫生的同时，促进经济增长；

ACKNOWLEDING that the Beijing Municipality has strong programs and policies designed to reduce air pollution and address climate change, has a large number of businesses focused on innovative clean technologies, and seeks to stimulate economic growth while improving air quality and public health;

鉴于：加州与北京有机会进一步加强双方在推动以清洁技术为代表的创新和投资领域的双边合作，

ACKNOWLEDGING the opportunity to further California-Beijing bilateral cooperation to promote clean technology innovation and investment;

为了依托两国的研发能力，通过以业务为导向的创新，应对产业面临的挑战，塑造未来市场，从而发展互利合作关系，推动北京与加州的经济增长；及依据两国各自适用法律：

参与方达成以下条款：

STRIVING to develop a mutually beneficial relationship of partnership and cooperation to stimulate economic growth in both Beijing and the California through business-led innovation which can draw on the research and development capabilities in both countries in order to address industrial challenges that will shape the markets of the future;

CONSISTENT with the governing laws of their respective countries:

Participants have reached the following understanding:

第一条　宗旨

Paragraph 1
OBJECTIVE

本《谅解备忘录》（“备忘录”）的宗旨是支持参与方推动低碳能源和清洁技术为代表的科技创新发展和投资。参与方之间的合

作将基于加利福尼亚州和北京市政府和人民对与清洁技术研究、科技创新和商业化有关的共同问题和关切的相互了解。

The objective of this Memorandum of Understanding ("MOU") is to support the Participants in advancing innovation and development of, and investment in, low-carbon energy resources and clean technologies. Cooperation between the Participants will be based on a mutual understanding of shared issues and concerns of the governments and citizens of California and the Beijing Municipality as they relate to research, innovation, and commercialization of clean technologies.

为实现上述目标，参与方同意建立加州—北京科技创新合作关系（"合作关系"），以使参与方能就研究、创新和商业化等事项进行交流与合作。通过合作关系，将产生一个机制，便于参与方政府、研究人员、关键利益相关方和产业合作方交流意见、表达关切及安排开展联合行动。合作关系还将带来一个促进加州与北京市之间科技、产业研究和商业化合作的机制，并将提供一个促进参与方之间互利共赢的平台，包括发展科技产品市场。

To achieve these objectives, the Participants agree to develop the California-Beijing Clean Technology Partnership (the "Partnership"), which will allow the Participants to communicate and cooperate on matters of research, innovation, and commercialization. The Partnership 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. The Partnership will provide a mechanism to promote scientific, technological, and industrial research and commercialization cooperation between California and the Beijing Municipality and will provide a platform for promoting mutually beneficial endeavors between the Participants, including developing markets for science and technology-based products.

第二条　合作范围

Paragraph 2
AREAS OF COOPERATION

双方同意，合作范围包括但不限于：

The Parties agree that the areas of cooperation of the Partnership will include, but not be limited to:

1. 以减少能源利用、提高能源效率、推进太阳能和风力发电等可再生能源技术、储能和电网现代化技术、新能源和零排放车辆以及低碳城市发展为核心的清洁能源技术；

1. Clean energy technologies that focus on reducing energy use, improving energy efficiency, advancing renewable energy technologies such as solar and wind power, energy storage and grid modernization technologies, new-energy and zero emission vehicles, and low-carbon urban development;

2. 减少温室气体排放和空气污染计划，包括排放交易系统；

2. Greenhouse gas emission and air pollution reduction programs, including emissions trading systems;

3. 环境保护技术，包括污染减排技术、水和废水技术以及固体废物管理技术；

3. Environmental protection technologies, including pollution mitigation technologies, water and waste water technologies, and solid waste management technologies;

4. 信息技术，包括有利于减少标准空气污染物和温室气体排放、推动清洁能源发展的软件、先进通信产品和服务；

4. Information technologies and techniques including software, advanced communication products and services benefiting the mitigation of criteria air pollutants and greenhouse gas emissions, and advancing clean energy development;

5. 在中关村科技园区核心区（海淀区）建立加州—北京创新中心；

5. Establishment of California-Beijing Clean Tech Innovation Center in the Zhongguancun High-tech Park (Z-Park);

6. 参与推动加州—中国清洁技术合作基金的发展；

6. Participation in the development of the California-China Clean Technology Partnership Fund;

7. 参与方共同商定的其他领域。

7. Other areas mutually agreed by the Participants.

第三条　实施

Paragraph 3
IMPLEMENTATION

本备忘录将由美国加利福尼亚州长办公室及能源资源保护与发展委员会（作为加方）与中国北京市海淀区牵头实施。

The implementation of this MOU will be led by California Governor's Office and Energy Resources Conservation and Development Commission from California side and the Zhongguancun High-tech Park of Haidian District, Beijing Municipality.

本备忘录参与方将设立加州—北京创新合作联合工作组（以下简称“联合工作组”），负责实施本备忘录。参与方将分别指定一名联合主席和同等数量的代表，开展备忘录项下的合作活动，并就本备忘录所述活动的开展方式，为参与方提供咨询意见。联合工作组将每年于双方约定的日期和地点举行会议，审议备忘录执行进展情况。参与方应各自负担在其履行本备忘录项下义务时发生的费用，包括但不限于与联合工作组相关的任何费用。

The Participants of this MOU will establish a Joint Working Group on the California-Beijing Clean Technology Partnership (hereinafter referred to as the "Joint Working Group") to implement this MOU. The Participants will each designate a co-chair and an equal number of representatives to develop collaborative activities under this MOU and advise the Participants on ways to conduct the activities included in this MOU. The Joint Working Group will meet annually on a mutually agreed date and at a mutually agreed upon venue to discuss progress on the implementation of the MOU. Each Participant will bear its own costs in meeting its commitments under this MOU, including but not limited to any costs associated with the Joint Working Group.

为执行本备忘录，工作小组将制定一份协调一致的联合投资计划，确定与本备忘录宗旨相符的、可作为加州—北京清洁技术合作关系一部分的项目和技术。参与方应依据各自流程确定并出资实施符合“联合投资计划”的合格项目（“项目”）。合格项目的所有招标书必须载明对合作关系的描述。

To implement this MOU, the Working Group will create a coordinated Joint Investment Plan that identifies projects and technologies consistent with the objectives of this MOU that may be considered as part of the California-Beijing Clean Technology Partnership. Each Participant will identify and fund eligible projects consistent with the Joint Investment Plan according to its own processes ("Projects"). Each solicitation for eligible Projects must include a description of the Partnership.

各参与方同意，将按照有助于参与方实现备忘录所述目标的出资时间表，对备忘录所述的及按照备忘录开展的活动进行独立出资，包括但不限于与联合委员会和实施组织有关的任何费用。

Each Participant agrees to independently fund the activities contemplated by and being conducted pursuant to the MOU, on a contribution schedule that permits the Participants to achieve the objectives set forth under the MOU, including but not limited to any costs associated with the joint committee and implement organizations.

参与方同意在可能的情况下合作开展这些项目，并共享因按照“联合投资计划”出资实施项目而产生的信息。合作内容可能包括文件交换、研讨会、网络研讨会和其他形式的信息共享，包括在北京或加州举办现场会议。

The Participants agree to collaborate on these Projects where possible and to share information resulting from the projects funded pursuant to the Joint Investment Plan. Collaboration may include exchange of documents, workshops, webinars, and other forms of information sharing, including in-person meetings in either Beijing or California.

第四条　其他机构的参与

Paragraph 4
PARTICIPATION OF OTHER INSTITUTIONS

参与方可共同商定寻求第三方合作，包括大学及其他公立和私立学术及研发机构，或其他可能有助于实现本备忘录目标的组织。

The Participants, by common consent, may seek the collaboration of third parties, including universities and other public and private academic and research and development institutions, or any other organizations whose activities may contribute to achieving the goals of this MOU.

第五条　透明和公开信息

Paragraph 5
TRANSPARENCY AND PUBLIC INFORMATION

与本备忘录及其实施有关的文件和通信仅可依据政府信息公开方式进行披露。

Documents and communications related to this MOU and its implementation may be subject to disclosure under public record laws.

第六条　其他权益

Paragraph 6
OTHER RIGHTS AND INTERESTS

参与方拟根据各自的法律法规采取一切适当措施，保护知识产权和利益。

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

本备忘录中的任何规定不得限制各参与方与其他机构签订类似协议的权利。本备忘录项下的合作不得影响参与方在其他国际协议项下获得的权利和义务。

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

第七条　备忘录的效力

Paragraph 7
EFFECT OF MOU

本备忘录仅作为参与方意向的记录，而不构成（也非旨在设立）任何有法律约束力或可强制执行的权利或义务，无论是明示还是默示。

This MOU 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.

第八条　补充条款

Paragraph 8
SUPPLEMENTARY PROVISIONS

参与方还约定如下条款：

The Participants also agree to the following provisions:

1. 各参与方同意，因本备忘录履行引起的任何争议应通过友好协商，以书面形式解决；

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

2. 本备忘录中的任何规定，不得妨碍北京政府、加州政府或加州能源资源保护和发展委员会与中华人民共和国或美利坚合众国境内外任何实体签订任何其他协议；

2. Nothing in this MOU precludes the Government of Beijing or the Government of California 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. 信息及文件的查询和交换，应保障各参与方以及代表任何参与方行事的所有第三方系统、流程和信息（包括商业秘密）的安全性和完整性，且不得影响可能妨碍本备忘录项下某些保密信息和文件交换的参与方法定要求或义务。

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 MOU.

第九条　最终规定

Paragraph 9
FINAL PROVISIONS

本备忘录既非合同，也非条约。

This MOU is neither a contract nor a treaty.

本备忘录自双方签字之日起生效，有效期为五（5）年。

This MOU will be effective upon the date of signature by both participants and will remain in force for five (5) years thereafter.

经双方同意，本备忘录期满可续展五年，直至一方通过书面通知解除。

This MOU may be renewed for equal periods by mutual consent of the Participants until terminated through written notice.

本备忘录可经双方共同书面同意进行修订或修改。

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

各方可提前 30 天向另一方发出书面通知，解除本备忘录。

Either Participant may terminate this MOU by providing the other with 30 days written notice.

双方于 2017 年 6 月 7 日在中国北京以中英文两种语言签署本协议一式两份，《谅解备忘录》以中文、英文书就，中英文版本表述不一致时，以中文版本为准。

Signed in Beijing, China on June 7, 2017, in two originals in Chinese and English languages, both texts being equally authentic.

美利坚合众国	中华人民共和国
加利福尼亚州	北京市
加利福尼亚能源委员会	海淀区人民政府
主席	副区长
Chair	**Deputy Chief Executive**
California Energy Commission	**Haidian District**
State of California	**Beijing Municipality**
The United State of America	**People's Republic of China**

RESOLUTION NO: 17-1011-1a-1

STATE OF CALIFORNIA

STATE ENERGY RESOURCES
CONSERVATION AND DEVELOPMENT COMMISSION

RESOLUTION - RE: APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN THE ENERGY COMMISSION AND THE HAIDIAN DISTRICT OF BEIJING

WHEREAS, the State of California's policy goals include reducing greenhouse gas emissions, expanding energy efficiency opportunities, achieving zero net energy in residential and commercial buildings, and increasing the use of renewable energy sources; and

WHEREAS, both the California Energy Commission ("Energy Commission") and the Haidian District of Beijing have adopted policy goals that support a clean-energy economy and reduce greenhouse gas emissions through expanding the use of renewable energy, energy efficiency, energy storage, grid modernization technologies, energy efficient buildings, low-carbon urban development, and new energy vehicles; and

WHEREAS, the Energy Commission and the Haidian District of Beijing find it in the common interest of the entities to collaborate on research and information exchange related to greenhouse gas reduction, energy efficiency, renewable energy, and renewable transportation technologies.

RESOLVED, that the Energy Commission approves Agreement MOU-16-004 between the Energy Commission and the Haidian District of Beijing. The Memorandum of Understanding is to affirm that both parties will strive to achieve mutual energy, climate, and air pollution reduction goals as well as support each region's innovation ecosystems and economies.

CERTIFICATION

The undersigned Secretariat to the Commission does hereby certify that the foregoing is a full, true, and correct copy of a Resolution duly and regularly adopted at a meeting of the California Energy Commission held on October 11, 2017.

AYE: [List of Commissioners]
NAY: [List of Commissioners]
ABSENT: [List of Commissioners]
ABSTAIN: [List of Commissioners]

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Cody Goldthrite
Secretariat

储能技术合作

谅解备忘录

MEMORANDUM OF UNDERSTANDING

ON COOPERATION ON ENERGY STORAGE

中国华电集团清洁能源有限公司

美国加州能源委员会

CHINA HUADIAN GREEN ENERGY CO.,LTD OF THE PEOPLE'S REPUBLIC OF CHINA
CALIFORNIA ENERGY RESOURCES CONSERVATION AND DEVELOPMENT COMMISSION

日期：2017 年 6 月 9 日

Date:June 9th 2017

本备忘录（MOU）的订立双方分别为:中华人民共和国的中国华电集团清洁能源有限公司（以下简称为“华电”）与美利坚合众国加利福尼亚州能源委员会（以下简称为“加州能源委员会”），双方以下简称为“参与方”）。

This Memorandum of Understanding (MOU), is entered into between the China Huadian Green Energy Co.,Ltd of the People's Republic of China ("CG") and the California Energy Resources Conservation and Development Commission (the "Energy Commission"), hereinafter referred to as "the Participants".

兹认可，中国正致力于增加可再生能源并且逐步向低碳能源过渡，从而在日益增加的能源需求背景下，确保可靠、价格优惠且更加清洁的能源来源；

ACKNOWLEDGING China's commitment to increasing renewables and transitioning to low-carbon energy resources in order to secure reliable, affordable, and cleaner sources of energy in the face of increasing energy demand;

兹认可，加利福尼亚州制定的能源与气候政策为可再生能源的增加、低碳能源和新型清洁能源技术的开发铺平了道路，并且通过需求侧管理和提升能源效率实现了节能；

ACKNOWLEDGING that California's energy and climate policies have paved the way for increased renewables, the development of low-carbon energy resources, and innovative clean technologies while achieving energy conservation through demand side management and energy efficiency practices;

兹确认，加利福尼亚州正逐步达成并超过其可再生能源目标，并且致力于达成储能目标；

RECOGNIZING that California is on track to meet and exceed its renewable energy goals and is also working toward energy storage goals;

兹确认，加利福尼亚州和中国都具备利用大量可再生能源的良好机遇，这些可再生能源可开发用于优化能源的使用，并且为两国带来环境与经济利益，此外

RECOGNIZING that both California and China have vast opportunities to harness large amounts of renewable energy that could be tapped to optimize energy usage and bring environmental and economic benefits of both our regions, and further,

兹提及，对旨在实现可再生能源利用与利益最大化的各项创新技术（其中包括储能技术）的研究与开发进行持续投资所产生的潜在经济、环境、公共卫生与创造就业机会等益处；

NOTING the potential economic, environmental, public health and job creation benefits derived from continued investment in the research and development of innovative technologies, including energy storage technologies aimed at maximizing the applications and benefits of renewable energy;

力图在参与方之间达成互利互惠的伙伴关系与合作；并且

STRIVING to develop a mutually beneficial relationship of partnership and cooperation between the Participants; and

依照双方各自国家的监管法律；

CONSISTENT with the governing laws of their respective countries;

参与方商定致力于以下事项：

The Participants agree to pursue the following:

第一条 目标
Paragraph 1
OBJECTIVE

本备忘录旨在鼓励参与方日后在平等互利的基础上，就储能开展协同合作。本备忘录不规定参与方的任何法律责任。
The objective of this MOU is to encourage future collaboration on energy storage between the Participants on the basis of equality and mutual benefit. This MOU does not imply any legal obligations for the Participants.

第二条 合作领域
Paragraph 2
AREAS OF COOPERATION

参与方将在不违反各自国家各项法律、条例、法规和政策的前提下致力于：
The Participants will, subject to the laws, rules, regulations, and policies governing the subject matter in their respective countries, endeavor to:

1）推进在共同领域的合作，其中包括：
Promote cooperation in mutual interest areas, including:

a）储能；Energy Storage;
b）能源效率；Energy efficiency
c）需求侧管理；Demand-side management
d）可再生能源开发；Renewable energy development
e）综合资源规划；Integrated resource planning
f）以及 and：

2）分享关于电力供应转变从而将越来越多的可再生能源纳入电网，以及关于储能如何在助力可再生能源的成功整合方面发挥作用的信息和经验。
Share information and experience on shifting the power supply to integrate increasing amounts of renewable energy into the grid and how energy storage can play a role in helping to successfully integrate these renewables.

3) 协调科学研究以及分享清洁能源技术开发和部署信息，包括设立区域创新中心（iHubs）以及例如电话会议、研讨会和网络研讨会等信息交流会议。

Coordinate on scientific research and share information on clean energy technology development and deployment, including establishing regional innovation hubs (iHubs) and information exchange meetings such as conference calls, workshop and webinars.

4) 在中国和美国加利福尼亚州研究机构和学术界中促成储能研究与开发项目。

Foster joint research and development projects for energy storage amongst research institutions and the academic sectors in China and California.

5) 以结合最佳实践并且增强能源供应的多样性、可靠性和可接受性的方式，促进中国和加利福尼亚州的可持续发展。

Promote sustainable development in China and California in a manner that incorporates best practices and enhances diversity, reliability, and affordability of energy supplies.

6) 依照参与方书面约定，采用与本备忘录范围有关的其他方式开展合作。

Cooperate by other means related to the scope of this MOU, as may be decided upon by the Participants in writing.

第三条 实施
Paragraph 3
IMPLEMENTATION

为实施本备忘录，参与方可选择每年召开会议，并针对本文第二条列明的合作领域编制年度工作计划。

To implement this MOU, the Participants may choose to meet annually and develop annual work plans focused on the areas of cooperation identified in Paragraph 2.

华电和加州能源委员会牵头组织上述年度工作计划的编制和实施。
The development and implementation of such annual work plans will be led by the CG and by the California Energy Commission.

参与方指定华电的龚伟以及加州能源委员会的首席副理事担任项目负责人，负责组织实施本备忘录。
The Participants designate Gong Wei and the Chief Deputy Director of the California Energy Commission to serve as project leads to implement this MOU.

参与方可通过下列方式进行合作：

The Participants can use the following forms of cooperation:

1. 储能设施的规划、设计和施工；

Planning, design, and construction of energy storage facilities;

2. 交流相关信息、经验以及从储能项目开发和实施过程中吸取的经验教训，通过分享相关文件以及其他资源进行交流。

Exchange of relevant information, experience, and lessons learned from energy storage development and implementation, including through sharing relevant documents and other resources;

3. 参与方相关人员的交流和互访，可通过召集会议和网络研讨会的形式进行交流；

Exchange and visits between the Participants' relevant personnel, including exchange using conference call and webinar technology;

4. 科研、联合研究和技术开发项目交流；

Exchange of scientific research or joint research and technology development;

5. 共同组织专题研讨会、展览以及培训；

Co-organization of seminars, workshops, exhibitions, and trainings;

6. 推动储能联合研发项目、通过加州（包括但不限于）的创新中心（iHub）网络、贸易代表团以及 PPP（公私合作）项目增进中国和加州两地企业家之间的业务合作关系；

Facilitation of energy storage joint research and development, enhancement of business relationships, and collaboration between China-based and California-based entrepreneurs through (but not limited to) California's innovation hub (iHub) network, trade delegations, and public-private partnerships;

7. 推动加州和中国境内主要城市之间的合作交流，分享当地政府的相关设施和资源；

Facilitation of cooperation and exchanges between major California cities and cities located in China to share local government tools and resources;

8. 参与方协商一致的其他协作方式。

Other forms of collaboration as agreed upon by the Participants.

参与方将通过采取下列措施实现本备忘录拟定的各项目标：

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

9. 华电和美国加州能源委员会作为执行机构，负责协调本备忘录项下拟定的相关合作项目的具体实施；

CG and the California Energy Resources Conservation and Development Commission as the Executive Agencies responsible for coordinating the implementation of relevant cooperation activities under this MOU;

10. 参与方将成立工作组，负责储能技术的研究和论证；

The Participants will create a new Working Group dedicated to exploring and demonstrating energy storage technologies.

11. 在推动实施备忘录实施的过程中，参与方可与加利福尼亚大学、能源部国家实验室、加州储能联盟、以及加利福尼亚州立大学等以及其他公立私立学术及研发机构进行多边交流；

The Participants may cooperate in multilateral exchanges with other partners engaged in activities advancing the goals of this MOU, including universities and other public and private academic and research and development institutions, such as the University of California, Department of Energy National Laboratories, the California Energy Storage Alliance, California State Universities;

12. 本备忘录下实施的各项活动必须符合参与方各所在国或地区的法律、法规，且受各方资金、人员以及其他资源的约束。

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.

第四条 财务安排
Paragraph 4
FINANCIAL ARRANGEMENTS

本备忘录不涉及资金往来，并且不构成任何一个参与方提供资金的义务。除各方在未来签署的书面协议中另有规定外，本备忘录项下活动而产生的各项费用由发生费用的一方自行承担。

This MOU does not involve the exchange of funds, nor does it represent any obligation of funds by any of the Participants. All costs that arise from the activities under this MOU will be assumed by the Participant who incurs them, unless otherwise stipulated pursuant to a future written agreement.

第五条 其他机构的参与
Paragraph 5
PARTICIPATION OF OTHER INSTITUTIONS

在一致同意的基础上，各参与方可与各大学、其他公立私立学术和研发机构或从事有助于实现本备忘录各项目标之业务的任何其他机构等第三方达成合作。

The Participants, by common consent, may seek the collaboration of a third party, including universities and other public and private academic and research and development institutions, or any other organizations whose activities may contribute to achieving the goals of this MOU.

第六条 透明度和公共信息
Paragraph 6
TRANSPARENCY AND PUBLIC INFORMATION

与本备忘录及其实施相关的各项文件和往来通讯将受制于双方共同认可的公共记录法的披露规定。

Documents and communications related to this MOU and its implementation will be subject to disclosure under public record laws that will be mutually accepted by both Participants.

第七条 其他权利和权益
Paragraph 7
OTHER RIGHTS AND INTERESTS

参与方有意按照各自所在国家和地区的法律法规，采取一切适宜的措施对各自的知识产权和权益加以保护。

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

本备忘录的任何条文均不限制各方享有的与其他机构订立类似协议的权利。本备忘录项下的合作项目不影响参与各方在其他国际协议项下获取的各项权利和承担的各项义务。

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

第八条 备忘录的法律效力
Paragraph 8
EFFECT OF MOU

本备忘录仅作为各方意愿的纪录，不具有任何法律约束力或者强制执行的权利或义务。

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

第九条 通知
Paragraph 9
NOTICES

下列联系人将负责接收本备忘录项下需发出的各项通知，负责本备忘录相关事宜的整体管理和协调：
The following contacts will be responsible for receiving notices and correspondence necessary under this MOU, as well as the overall management and coordination of this MOU:

加州能源保护发展委员会：
For the California Energy Resources Conservation and Development Commission:

Drew Bohan 先生
Mr. Drew Bohan

地址：1516 9th Street, Sacramento, CA 95814, USA.
Address: 1516 9th Street, Sacramento, CA 95814, USA.

电邮：Drew.Bohan@energy.ca.gov 以及 Alana.Sanchez@energy.ca.gov
E-mail: Drew.Bohan@energy.ca.gov and Alana.Sanchez@energy.ca.gov

中国华电集团清洁能源有限公司：
For the China Huadian Green Energy Co.,Ltd:

龚伟先生
Mr. Gong Wei

地址：中华人民共和国北京丰台区汽车博物馆东路六号华电产业园 B 座 12 层 邮编 100070
Address: F12, Tower B, Huadian Office Park, No.6 of East Beijing Auto-museum Road, Fengtai District, Beijing 100160, P.R. China

电邮：gongw@cg.com.cn
E-mail: Gongw@cg.com.cn

第十条 最终条款

Paragraph 10
FINAL PROVISIONS

本备忘录并非一项合同或合约。
This MOU is neither a contract nor a treaty.

本备忘录将在双方签署之日起生效，并在该日期之后五（5）年内维持有效，经双方一致同意可续期，每次续期五年，直至一方发出书面通知终止为止。
This MOU will be effective upon the date of its signature by both participants, will remain in force for five (5) years thereafter, and may be renewed for equal periods by mutual consent of the Participants, until terminated through written notice.

本备忘录可在双方达成书面一致同意的前提下修订或变更。
This MOU may be amended or modified by mutual written consent of the Participants.

任一方可通过向对方发出三十天事先书面通知终止本备忘录。
Either Participant may terminate this MOU by providing the other with 30 days written notice.

本备忘录以原件一式两份中英双语的形式于 2017 年 6 月 9 日签署于中国北京，中英版本具有相同法律效力。

Signed in Beijing, China on June 9th 2017, in two originals in Chinese and English languages, both texts being equally authentic.

Robert B. Weisenmiller

主席

Chairman

美利坚合众国

加利福尼亚州能源委员会

California Energy Commission
United States of America

谢春旺 Xie Chunwang

董事长

Chairman of the Board

中华人民共和国

中国华电集团清洁能源有限公司

China Huadian Green Energy Co.,Ltd
People's Republic of China

RESOLUTION NO: 17-1011-1a-2

STATE OF CALIFORNIA

STATE ENERGY RESOURCES
CONSERVATION AND DEVELOPMENT COMMISSION

RESOLUTION - RE: APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN THE ENERGY COMMISSION AND THE CHINA HUADIAN GREEN ENERGY CORPORATION

WHEREAS, the State of California's policy goals include reducing greenhouse gas emissions, expanding energy efficiency opportunities, advancing energy storage technologies, achieving zero net energy in residential and commercial buildings, and increasing the use of renewable energy sources; and

WHEREAS, both the California Energy Commission ("Energy Commission") and the China Huadian Green Energy Corporation have adopted policy goals that support a clean-energy economy and reduce greenhouse gas emissions through expanding the use of energy storage, renewable energy, energy efficiency, energy efficient buildings, and new energy vehicles; and

WHEREAS, the Energy Commission and the Huadian Corporation find it in the common interest of the entities to collaborate on research and information exchange related to greenhouse gas reduction, energy storage, energy efficiency, demand-side management, renewable energy development, and integrated resource planning.

RESOLVED, that the Energy Commission approves Agreement MOU-16-005 between the Energy Commission and the Huadian Green Energy Corporation. The Memorandum of Understanding is to affirm that both parties will strive to achieve mutual energy, climate, and air pollution reduction goals through collaborative battery storage technology research, as well as support each region's innovation ecosystems and economies.

CERTIFICATION

The undersigned Secretariat to the Commission does hereby certify that the foregoing is a full, true, and correct copy of a Resolution duly and regularly adopted at a meeting of the California Energy Commission held on October 11, 2017.

AYE: [List of Commissioners]
NAY: [List of Commissioners]
ABSENT: [List of Commissioners]
ABSTAIN: [List of Commissioners]

_____
Cody Goldthrite
Secretariat