Shenzhen Municipal People's Government

The Government of the State of California

Memorandum of Understanding on Low Carbon and Clean Technology Partnership

November 2, 2017

Shenzhen, China
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

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、
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:

(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;

(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;

(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.;

(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;

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

(6) The Participants will support cooperation on reducing air pollutants and carbon emissions from ports in Shenzhen and California;
(6) The Participants will deepen the exchange in smart grid, distributive energy production, energy efficiency, and intellectualized application development fields;

(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;

(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;

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

(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:

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

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

(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;

(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;

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

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

(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；

(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；

(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；

(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；

(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；

(六) 双方议定的其他合作形式。

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

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

(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;

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

(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.
will also explore funding sources to enable travel and other forms of collaboration between the Participants;

(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;

(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.

5. Supplementary Provisions

The Participants also agree to the following provisions:

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

五、附则

双方均同意以下条款:

5. Supplementary Provisions

The Participants also agree to the following provisions:

(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

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

2017年11月2日 November 2, 2017