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

日期：2017 年 6 月 9 日
Date: June 9th 2017
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”.

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;

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;

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

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;

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

CONSISTENT with the governing laws of their respective countries;

The Participants agree to pursue the following:
Paragraph 1

OBJECTIVE

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.

Paragraph 2

AREAS OF COOPERATION

The Participants will, subject to the laws, rules, regulations, and policies governing the subject matter in their respective countries, endeavor to:

1) Promote cooperation in mutual interest areas, including:
   a) Energy Storage;
   b) Energy efficiency
   c) Demand-side management
   d) Renewable energy development
   e) Integrated resource planning
   f) and:

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

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

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

Paragraph 3
IMPLEMENTATION

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.
The development and implementation of such annual work plans will be led by the CG and by the California Energy Commission.

The Participants designate Gong Wei and the Chief Deputy Director of the California Energy Commission to serve as project leads to implement this MOU.

The Participants can use the following forms of cooperation:

1. Planning, design, and construction of energy storage facilities;

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

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

4. Exchange of scientific research or joint research and technology development;
5. Co-organization of seminars, workshops, exhibitions, and trainings;

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

8. Other forms of collaboration as agreed upon by the Participants.

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

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

11. 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. 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.
Paragraph 4

FINANCIAL ARRANGEMENTS

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.

Paragraph 5

PARTICIPATION OF OTHER INSTITUTIONS

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.
Paragraph 8
EFFECT OF MOU

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
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
Paragraph 10
FINAL PROVISIONS

This MOU is neither a contract nor a treaty.

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.

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

Either Participant may terminate this MOU by providing the other with 30 days written notice.
Signed in Beijing, China on June 9th 2017, in two originals in Chinese and English languages, both texts being equally authentic.

Robert B. Weisenmiller
Chairman
California Energy Commission
United States of America

Xie Chunwang
Chairman of the Board
China Huadian Green Energy Co., Ltd
People’s Republic of China