

**Memorandum of Understanding on California-Jiangsu Clean
Technology Partnership between**

**State of California of the United States of America
And
Province of Jiangsu of the People's Republic of China**

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

ACKNOWLEDGING 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;

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;

ACKNOWLEDGING that the Province of Jiangsu 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;

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

STRIVING to develop a mutually beneficial relationship of partnership and cooperation to stimulate economic growth in both Jiangsu and 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; and

CONSISTENT with the governing laws of their respective countries:

Participants have reached the following understanding:

**Paragraph 1
OBJECTIVE**

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 Province of Jiangsu as they relate to research, innovation, and commercialization of clean technologies.

To achieve these objectives, the Participants agree to develop the California-Jiangsu 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 Province of Jiangsu and will provide a platform for promoting mutually beneficial endeavors between the Participants, including developing markets for science and technology-based products.

Paragraph 2
AREAS OF COOPERATION

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

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. Greenhouse gas emission and air pollution reduction programs, including emissions trading systems;
3. Environmental protection technologies, including pollution mitigation technologies, water and waste water technologies, and solid waste management technologies;
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. Establishment of the California-Jiangsu Clean Tech Innovation Center in Sunan National Innovation Park (S-Park);
6. Participation in the development of the California-China Clean Technology Partnership Fund;
7. Other areas mutually agreed by the Participants.

Paragraph 3
IMPLEMENTATION

The implementation of this MOU will be led by the Governor's Office and Energy Resources Conservation and Development Commission from the California side and the Foreign Affairs Office, Department of Science and Technology and Commission of Reform and Development from the Jiangsu side.

The Participants of this MOU will establish a Joint Working Group on the California-Jiangsu 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.

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-Jiangsu 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.

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 implementing organizations.

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 Jiangsu or California.

Paragraph 4

PARTICIPATION OF OTHER INSTITUTIONS

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.

Paragraph 5

TRANSPARENCY AND PUBLIC INFORMATION

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

Paragraph 6

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 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 7

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, expressed or implied.

**Paragraph 8
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 through amicable discussion;
2. Nothing in this MOU precludes the Government of Jiangsu 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; and
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.

**Paragraph 9
FINAL PROVISIONS**

This MOU is neither a contract nor a treaty.

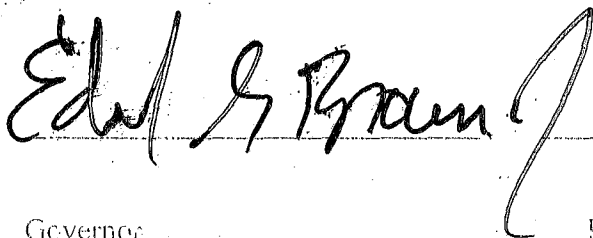
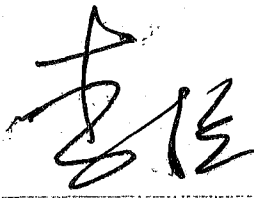
This MOU will be effective upon the date of signature by both participants and will remain in force for five (5) years thereafter

This MOU 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 Nanjing, China on June 5, 2017, in two originals in Chinese and English languages, both texts being equally authentic.

Governor
State of California
The United States of America

Party Secretary
Jiangsu Province
People's Republic of China

中华人民共和国江苏省与美利坚合众国加利福尼亚州关于建立清洁技术领域伙伴关系的谅解备忘录

为推动低碳发展和清洁能源研发、创新与投资等领域合作，中国江苏省与美国加利福尼亚州（以下简称“双方”）签署该谅解备忘录，建立清洁技术领域合作伙伴关系。

双方一致认同加利福尼亚州与中国的合作历史悠久，涉及气候变化、空气质量、能源效率、可再生能源、新能源等技术领域，包括零排放汽车的研发、排放贸易体系及对气候友好贸易投资机会等；

双方一致认同加利福尼亚州的气候管理政策严格，包括在 2030 年前将温室气体排放量减少 40% 降至 1990 年的水平，可再生能源使用量提升至总量的 50%，在 2030 年前实现能源利用效率翻倍，扩大清洁技术研发和部署的投入；

双方一致认同江苏省在减轻空气污染、应对气候变化方面颁布了强有力的计划和政策，拥有许多致力于创新清洁技术研发的公司，在提升空气质量及公共健康的同时促进经济发展；

双方一致认同这是一次进一步加深江苏与加州的友好省州合作关系、鼓励清洁技术领域科技创新、促进投资的良好机遇；

双方一致同意利用两国的研发能力，通过商业化导向的科技创新解决产业挑战，塑造未来市场，培育互利互惠的合作伙伴关系，促进江苏与加利福尼亚州的经济的发展。

在符合两国法律法规的前提下，双方达成以下共识：

第一段

目标

此谅解备忘录旨在支持双方各参与机构加强在低碳能源与清洁技术领域的科技创新与投资。双方政府与民众对清洁技术的研发创新及产业化领域一些共性问题的相互理解是加利福尼亚州与江苏省合作的基础。

为了达成这些目标，参与双方同意建立加利福尼亚州-江苏清洁技术合作伙伴关系（下称“合作伙伴关系”），在研发、创新及产业化领域展开交流与合作。同时，合作伙伴关系将建立一种机制，参与双方政府、研究人员、关键利益相关者及产业合作伙伴可以在这一机制下交流并开展合作。合作关系还将建立另一种机制，促进加州与江苏双方间的科技研发与产业化合作，打造平台，促进参与双方间互惠互利的活动，比如拓展科技产品的市场等。

第二段

合作领域

协议双方同意就以下领域开展合作，包括但不限于：

- 1、清洁能源技术，关注降低能耗、提升能源利用效率、改良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、零排放车辆以及低碳城市；
- 2、温室气体排放及减轻空气污染，包括排放贸易体系；
- 3、环境保护技术，包括污染减排技术，水和废水处理技术，固体废物管理技术。
- 4、信息技术，包括对污染及温室气体排放减排及改良清洁能源技术有所助益的软件、高端通讯产品及服务。
- 5、在江苏苏南自主创新示范区选择园区建立加州中国清洁技术创新中心。
- 6、参与加州中国清洁技术合作网络基金发展。
- 7、参与双方一致同意的其他领域。

第三段

实施

本解备忘录的实施机构加州方面由州长办公室和能源资源发展委员会牵头，江苏省方面由省外办、省科技厅和省发改委牵头。

双方将建立负责合作谅解备忘录实施的江苏加州清洁技术合作联合工作小组（以下简称“工作小组”）。双方将指定工作小组联合主席以及对等的参与人员，保持密切沟通，具体负责落实备忘录和组织相关推进活动。工作小组将在协商一致的基础上，按照双方一致同意的时间和地点每年召开一次年度会议，讨论备忘录合作内容的进展情况。双方一致同意独立承担此谅解备忘录框架下筹备或开展活动的经费，包括但不限于联委会及其实施机构的花费。

为推动此谅解备忘录的实施，工作小组将致力于建立相应的投资计划，甄选出与该谅解备忘录目标相一致的项目与技术，将其纳入加州-江苏清洁技术合作伙伴关系中；根据项目的进程，双方将各自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的描述。

双方一致同意就项目展开合作，分享获得联合资助计划支持项目的相关信息。合作可包含文件交换、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。

第四段

其他机构的参与

参与双方在共同认可的情况下，可寻求第三方机构参与合作，包括大学和其他公共或私有的学术研发机构以及任何对达成谅解备忘录目标有所帮助的组织。

第五段

公开性及公共信息

与该谅解备忘录相关的文件通讯及相关实施情况可根据法律予以公开。

第六段

其他权益

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。

该谅解备忘录不会限制双方与其他机构达成类似协议。该谅解备忘录框架下的合作不会对双方在其他国际协议中的权利与义务构成影响。

第七段

谅解备忘录的作用

该谅解备忘录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。

第八段

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，在谅解备忘录实施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、此谅解备忘录不会妨碍江苏省政府或加利福尼亚州政府或加利州能源委员会或江苏省科技厅与其他中、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的安全性、真实性、工作流程及相关信息（包括贸易机密），不得违反参与双方法律的要求和义务，这可能会阻碍此谅解备忘录下的某些机密信息及文件的交换。

第九段

最终条款

该谅解备忘录并非合同或协议。

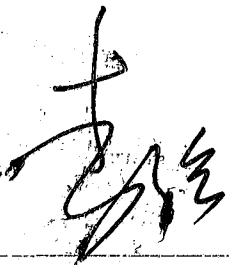
该谅解备忘录在参与双方签字后即刻生效，为期五年。

该谅解备忘录可在参与双方一致同意的基础上延期同等时间，直至书面终止为止。

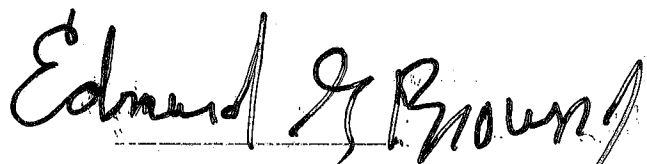
该谅解备忘录可在参与双方一致书面同意的情况下，进行修订及修改。

任何一方均可提前 30 天书面通知对方以终止该谅解备忘录。

本备忘录 2017 年 6 月 5 日签署于中国南京。中英文一式两份，中英文件具有同等效力。



中国江苏省委书记



美国加州州长