MEMORANDUM OF UNDERSTANDING
TO
FOSTER COOPERATION ON TRADE AND INVESTMENT PROMOTION
BETWEEN
THE STATE OF CALIFORNIA
GOVERNOR'S OFFICE OF BUSINESS AND ECONOMIC DEVELOPMENT, UNITED STATES OF AMERICA
AND
THE MUNICIPALITY OF CHONGQING FOREIGN TRADE & ECONOMIC RELATIONS COMMISSION OF THE PEOPLE'S REPUBLIC OF CHINA
AND
THE CITY OF SACRAMENTO ECONOMIC DEVELOPMENT DEPARTMENT CALIFORNIA, UNITED STATES OF AMERICA

This Memorandum of Understanding (MOU) to Foster Cooperation on Trade and Investment Promotion is entered into by the State of California Governor's Office of Business and Economic Development (GO-Biz), the Municipality of Chongqing Foreign Trade & Economic Relations Commission (Chongqing), and the City of Sacramento Economic Development Department (Sacramento), and hereafter jointly referred to as the "Parties," in order to strengthen and coordinate subnational efforts to expand mutually beneficial international trade, investment, and sustained economic growth.

WHEREAS, California is the most populous state with the highest Gross State Product in the United States of America and is the ninth largest economy in the world;

WHEREAS, Chongqing is the largest centrally administered city and a top growth city in the People's Republic of China, with nearly 30 million residents, serving as a business gateway for western China;

WHEREAS, Sacramento is the capital city of the State of California and has played a leading role in building relations with Chongqing through establishment of a Sacramento office in Chongqing;

WHEREAS, Chongqing Foreign Trade and Economic Relations Commission is part of the China Municipalities & US California Joint Working Group on Trade & Investment Cooperation;

WHEREAS, all three parties wish to bring their citizens the benefits of increased mutual business, investment, educational, cultural and tourism connections;

NOW, THEREFORE, the Parties agree to the following:

Article I
Purpose

This MOU provides a framework for cooperation among the Parties and facilitates collaboration, on a non-exclusive basis, in areas of mutual interest. It supports communication and coordination on business development activities utilizing shared resources in China and California.

Article II
Areas of Cooperation and Commitment

The Parties agree to cooperate in the following areas, on the principles of equality and mutual benefit, and in any other areas agreed to by the Parties:

- Coordinate on investment familiarization and attraction activities;
- Develop connections between businesses in Chongqing, Sacramento and California
- Plan a Chongqing stop for one or more of the future business missions planned by the California Office;
- Welcome a Chongqing business delegation to Sacramento and other California cities;
- Plan inclusion of the City of Sacramento and its Chongqing office in a California-China Trade and Investment Network when that network is announced.

Consultation and exchange of information and documents under this Article shall be without prejudice to other arrangements, which may prevent the exchange of certain confidential and restricted information and documents under this MOU.

All activities undertaken pursuant to this MOU shall be subject to the applicable laws of the Parties, as well as the availability of funds, personnel, and other resources of each Party. Parties will undertake efforts to provide funding to support the activities described in this MOU.

Article III
Duration, Termination, Modification

This MOU may be amended as agreed by the Parties in writing.
Unless amended in writing, this MOU shall be in full force and effect for a period of one year, commencing on April 16, 2013 and terminating on April 15, 2014. Either Party may withdraw from this MOU after 45 days written notice to the other Party. The Parties may agree to extend this MOU.

In the event of termination of this MOU, any further agreements concluded pursuant to this MOU may also be terminated in accordance with the termination provision contained in such agreements. In such cases, the Parties shall take the necessary steps to ensure that the activities carried out under the MOU and project documents are brought to a prompt and orderly conclusion.

Article IV
Notices and Addresses

Any notice or request required or permitted to be given or made under this MOU shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall have been delivered by hand, mail, or tele-facsimile (fax) to the party to which it is required to be given or made at the address specified below or such other address as shall be hereafter notified.

For Chongqing:Chongqing Foreign Trade and Economic Relations Commission, No. 65, Jianxin North Road, Jiangbei District, Chongqing, P. R China

For GO-Biz: Governor's Office of Business and Economic Development, 1400 10th Street, 2nd Floor, Sacramento CA 95814

For Sacramento:Economic Development Department, City of Sacramento, 915 I Street, Third Floor, Sacramento, 95814 California

Article V
Obligations

The Parties acknowledge that this MOU is only intended to provide for cooperation between the Parties and does not create any legally binding rights or obligations. To the extent any other provision of this MOU is inconsistent with this paragraph, this paragraph shall control. The Parties commit themselves in good will to implement this MOU to the fullest extent practicable, subject to any changes in policy, program or budget that they may adopt or that may affect their ability to implement this MOU.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below.

FOR GO-Biz:	FOR Chongqing:	FOR Sacramento:

美国加州州长办公室商业和经济发展部
重庆市对外贸易经济委员会
美国加州萨克拉门托市政府经济发展部
关于促进区域间贸易和投资合作的谅解备忘录

美国加州州长办公室商业和经济发展部（GO-Biz），重庆市对外贸易经济委员会（Chongqing），美国加州萨克拉门托市经济发展部（Sacramento）为了促进重庆和加州在贸易和投资领域的合作，经友好协商，达成了全面经贸战略合作谅解备忘录，以上合作的三方在后文称为“合作各方”。此谅解备忘录的目的旨在促进中美两个地区国际贸易、投资和两个地区的经济可持续增长，整合合作各方的资源和优势，争取多赢的合作局面。

加利福尼亚洲是美国人口最多的州，也是美国生产总值最高的州，加州经济总量单独统计的话 是世界第九大经济体。

重庆是中国中西部唯一的直辖市，拥有人口 3200 万。重庆是中国经济增长最快的地方，也是中国西部重要的增长级和长江上游地区经济中心。

萨克拉门托市是加州首府，并通过其在重庆设立的萨克拉门托驻华贸易代表处更加密切了同重庆的联系。

重庆市对外贸易经济委员会是中国省市和美国加州联合经济和投资合作工作组成员之一。

合作三方将致力于加强在经济、投资、教育、文化和旅游方面的联系和合作，促进区域经济发展居民收入增长。

基于上述目的，合作各方达成如下共识：

第一条　目的

本谅解备忘录为合作各方的框架性的意向协议，旨在促进各方的合作。同时，本谅解备忘录是非排他性的。本谅解备忘录的目的是整合中国和加州的优势和资源，加强各类经济合作活动协调统一，以及为进一步推进合作事项的落实及合作领域的沟通铺平道路。

第二条　合作领域和承诺

基于平等互利的原则，合作各方同意在如下领域展开合作。此外，合作各方可以另外订立协议，就其他各方可能感兴趣的领域增加合作范围：

协调相关投资活动，包括协助对方熟悉投资政策和吸引投资；

发展和紧密重庆、萨克拉门托和加州的商业联系；

加州未来为计划派更多的商务代表团访华，并将重庆将作为访问的重要一站；

美方欢迎并接待来自重庆的代表团访问萨克拉门托和加州其他的城市；

当加州和中国贸易和投资网络正式公布的时候，将萨克拉门托驻重庆的贸易办公室将被纳入到此网络范围当中。

关于本条款的解释和信息交流需要在不影响其他安排的前提下进行，这可能会牵涉到相关的机密文件或是限制文件的交换和信息交流。

基于本谅解备忘录安排的活动都需要遵守合作各方的现行法律，同时受到可支配预算和其他可以调配的资源的限制。合作各方应当拨

付专项资金用于支持本谅解备忘录所规定的活动，以保证其顺利实施。

第三条　谅解备忘录的时效、终止和修订

合作各方出具书面修订意见并被采纳后，本谅解备忘录可以修改。

除非提出另外的书面修改意见，本谅解备忘录的有效期为一年，从2013年4月16日生效，到2014年4月15日截至。合作各方提前45天出具书面通知，可以退出本谅解备忘录。合作各方可以协商延长本谅解备忘录。

如果本谅解备忘录被终止实施，根据本谅解备忘录条款达成的其他协议也需要按照本谅解备忘录终止条款而随之而终止。如果发生这种情况，合作各方需要采取必要的措施保证根据本谅解备忘录执行的活动或是项目文件能够及时的得出合适的结果或是结论。

第四条　通知和通信地址

在此谅解备忘录框架下的任何通知或是请示需要向缔约方提出正式的书面文件方能生效。此类正式的通知和请示需要通过手呈、邮件或是传真的方式提交给合作各方，具体地址如下。如果需要呈交到其他地址，请另行通知。

重庆市对外贸易经济委员会收信地址：

重庆市江北区建新北路65号外贸大厦重庆市对外贸易经济委员会

美国加州州长办公室商业和发展部：

美国加州萨克拉门托市第十大街1400号二楼：美国加州州长办公

室商业和发展部

美国加州萨克拉门托市政府经济发展部：

美国加州萨克拉门托市 I 大街 915 号三楼：美国加州萨克拉门托市政府经济发展部

第五条　责任

缔约各方同意本谅解备忘录只为各方的合作提供框架性的协议，并不会产生任何有约束性、法律强制性的责任和义务。如果本谅解备忘录上述的任何条款与此条不统一，那么以本条的内容为准。各缔约方承诺，各方将尽力以良好的意愿来实施本谅解备忘录，但是由于受到政策、项目和预算的影响，各方对本谅解备忘录的执行可能受到影响。

兹证明，缔约各方充分了解上述事实，授权代表在此签名。

加州州长办公室商业和经济发展部	重庆市对外贸易经济委员会	萨克拉门托市政府经济贸易发展部