MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF CALIFORNIA, UNITED STATES OF AMERICA AND
JIANGSU PROVINCE, PEOPLE'S REPUBLIC OF CHINA
ON
TRADE, INNOVATION, CLIMATE CHANGE, EDUCATION, AND CULTURAL EXCHANGE

Paragraph 1
Background

WHEREAS the State of California of the United States of America ("California") and Jiangsu Province of the People's Republic of China ("Jiangsu") (hereinafter referred to as "the Parties") officially established sister state-province relationship in the year of 2011, and

WHEREAS in 2017, the two sides agreed to work collaboratively to facilitate cooperation on research, innovation, and investment aimed at advancing the development of low-carbon energy resources and clean technologies, and

WHEREAS Vice Governor Wang Jiang of Jiangsu Province led the Jiangsu Goodwill Delegation to California from 26-28 October 2019, in a bid to further friendship and cooperation between the two sister states, and

WHEREAS during the visit, the delegation met with Lieutenant Governor Eleni Kounalakis of California and convened the 5th meeting of the California—Jiangsu Joint Economic Committee, at which the Parties recapped the exchanges and cooperation that have been implemented in the sectors of economy and trade, science and technology, education, environmental protection, and culture since the inception of the sister-state relationship,

THEREFORE the Parties have reached agreement to further their relationship in the following areas:

Paragraph 2
Areas of Cooperation

1. High-Profile Exchange and Visits:

   The Parties shall work to establish a mechanism to schedule high-profile visits and agree upon long term plans with reference to and emphasis on the highlighted sectors in order to steer bilateral exchanges and cooperation through the convening of California—Jiangsu Joint Economic Committee meetings.

2. Economy and Trade:

   The Parties shall focus on promoting mutual trade and investment, to the extent that it is possible to do so, in the following sectors:

   1. Infrastructure & logistics, including best practice sharing on infrastructure projects
   2. Film and entertainment, including mutual investment in the production and distribution of films.
   3. Science and technology, including energy efficiency, clean technology, consumer technology, and e-commerce
   4. Agricultural products and food processing

5. Biotechnology and medical devices

The Parties agree to continue the existing Joint Working Group on Trade and Investment Cooperation discussions at the Los Angeles-China Week Economic Summit and other ongoing high-level conversations between the two governments.

3. Scientific and Technological Innovation:

The Parties shall build upon existing cooperation to advance the development of low-carbon energy resources and clean technologies and may communicate and cooperate on matters of research and innovation, as appropriate. Additionally, the Parties may wish to include local governments, researchers, key stakeholders, industrial collaborators, and institutes of higher learning, including incubators in northern and southern California among designated institutions to promote resource integration and commercialization of research results.

4. Climate Change and Environmental Protection:

The Parties shall strengthen cooperation to address climate change and protect the environment. Areas of cooperation include, but are not limited to, reducing greenhouse emissions and air pollution, including from the industrial and transport sectors and ports.

The two sides agree to work with the California-China Climate Institute to enhance pragmatic cooperation in terms of policy study, personnel training programs, capability building and technology exchange, and will work to create projects in the field of environmental protection.

5. Educational Exchanges:

The Parties shall encourage institutions of higher education in both jurisdictions to strengthen cooperation in academic exchanges, joint research, staff/faculty and student exchanges. The Parties shall encourage closer interactions between the University of California system and universities in Jiangsu based on the current one-on-one partnership. The Parties shall support the development of Jiangsu-California International Education Center and the establishment of sister-school relations amongst secondary schools in both jurisdictions.

6. Cultural and People-to-People Exchange

The Parties will seek to enhance friendly exchange in city-to-city relations, culture, tourism and arts, and ensure the on-going success of the California—Jiangsu Mayors Dialogue and the Beautiful Jiangsu·International Youth Leadership Program. The Parties shall encourage arts and sports organizations to visit and perform and compete in the other sister state.

Paragraph 3
Coordination

The Parties respectively designate the Foreign Affairs Office of Jiangsu Provincial People's Government for the Province of Jiangsu and the Governor's Office of Business and Economic Development for the State of California to establish the creation of an action plan to implement the objectives of this Memorandum of Understanding.

Paragraph 4
Availability of Personnel and Resources

This Memorandum of Understanding, once in effect upon signature, does not create any legally binding rights or obligations for either Party.

This Memorandum of Understanding does not involve the exchange of funds, nor does it represent any obligation of funds by either Party. All costs that may arise from activities covered by, mentioned in, or pursuant to this Memorandum of Understanding will be assumed by the Party who incurs them, unless otherwise stipulated and decided pursuant to a future written arrangement. All activities undertaken pursuant to this Memorandum of Understanding are subject to the availability of funds, personnel and other resources of each Party.

The personnel designated by the Parties for the execution of this Memorandum of Understanding will work under the orders and responsibility of the organization or institution to which they belong, at all times maintaining their employment relationship with that organization or institution. Their work will not create an employer-employee relationship with any other organization or institution, so in no case will that other organization or institution be considered as a substitute or joint employer of the designated personnel.

Paragraph 5
Compliance with Applicable Laws

All activities undertaken pursuant to this Memorandum of Understanding, and all personnel designated by the Parties for the execution of those activities undertaken pursuant to this Memorandum of Understanding are subject to the applicable laws of the receiving country. Such personnel, if visiting the other Party to participate in an activity pursuant to this Memorandum of Understanding, will not engage in any activity detrimental to this Memorandum of Understanding.

Paragraph 6
Interpretation and Application

Any difference that may arise in relation to the interpretation or application of this Memorandum of Understanding will be resolved through consultations between the Parties, who will endeavor in good faith to resolve such differences.

Paragraph 7
Final Provisions

This Memorandum of Understanding is effective from the date of its signature, for a four (4) year period.

This Memorandum of Understanding may be modified at any time by mutual consent of the Parties. Any modification will be made in writing and specify the date on which such modification is to become effective.

Either of the Parties may at any time, withdraw from this Memorandum of Understanding by providing a written notice to the other Party thirty (30) days in advance.

The termination of this Memorandum of Understanding should not affect the conclusion of the cooperation activities that may have been formalized during the time this Memorandum of Understanding is in effect, unless the Parties mutually decide otherwise.

This MOU is signed in duplicate in English and Chinese languages on 28 October 2019 in Sacramento, California; each of the two sides has one copy. Both versions are equally binding.

The State of California **United States of America**	**Jiangsu Province** **People's Republic of China**
Eleni Kounalakis Lieutenant Governor	Wang Jiang Vice Governor

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进一步加强友好交流与合作的谅解备忘录

一、合作背景

中华人民共和国江苏省与美利坚合众国加利福尼亚州（以下简称“加州”）于 2011 年正式结为友好省州关系，2017 年，两省州签署合作协议确立推进低碳和清洁技术领域研究、创新和投资合作的重要共识。为进一步深化省州友谊与合作，江苏省人民政府副省长王江于 2019 年 10 月 26 日至 28 日率江苏省友好代表团访问加州，会晤加州副州长康伊莲女士，召开省州联合经济委员会第 5 次会议。双方回顾了两省州自结好以来在经贸、科技、教育、生态环境、人文等领域交流合作情况，并就推动双方下一阶段友好交往达成以下共识：

二、合作领域

（一）推动省州高层交往。建立省州高层互访机制，充分发挥省州联合经济委员会机制统筹协调作用，制定省州交往中长期计划，确立重点合作领域和方向。

（二）加强省州经贸合作。积极发挥“中国省与美国加州贸易投资合作联合工作组机制”、中国—加州经贸论坛和省州经贸代表处作用，组织实施专项经贸对接活动，重点推动基础设施、物流、农业和食品加工、生物医药和新型医疗器械、影视制作、互联网科技、电子商务和清洁技术等领域贸易和投资合作。

（三）深化科技创新合作。双方将在已有合作基础上，加

强低碳和清洁技术领域的研究和创新合作。进一步推进双方地方政府、科研机构、高校、企业等相关实体间的科技交流（包括位于北加州和南加州指定机构的孵化器），促进基础研究、技术创新、成果转化等领域的合作。

（四）推进应对气候变化和生态环保合作。双方将在应对气候变化和保护环境方面加强合作。合作领域包括但不限于：温室气体减排，工业、交通和港口空气污染治理。双方同意依托加州—中国气候研究院，加强政策研究、人员交流、能力建设和技术交流等领域务实合作，拓展环保领域具体项目合作。

（五）深化各阶段教育交流合作。鼓励两地高校和中小学在学术交流、合作研究和师生交流等领域加强合作，积极推进加州大学系统等与江苏高校建立交流合作机制，支持江苏—加州国际教育发展中心建设，支持两地中小学建立友好学校关系。

（六）加强省州人文领域友好交流。加强城市、文化、旅游、艺术等领域友好交流，继续举办江苏—加州市长对话会，鼓励更多两地文艺和体育团体进行互访演出，持续实施“锦绣江苏国际青年领袖交流”等人文交流项目。

三、沟通协调

双方分别指定江苏省人民政府外事办公室和加州州长商业和经济发展办公室作为落实本备忘录，并据此制定相关行动规划的职能部门。

四、人力和资源支持

本备忘录的签署，不对双方产生具有法律约束力的权利和义务。

本备忘录不牵涉双方资金方面的交换，也不代表任何出资

义务。所有备忘录中涉及到的活动所产生的经费，除另有书面安排均由主动发起方承担。根据本备忘录举办的所有活动应受制于双方资金、人员和其他资源可行性的约束。

本备忘录指定执行人员将继续服从其组织或机构的命令和职责，不产生新的隶属和雇佣关系。其他组织或机构不会成为相关人员的替代或联合雇主。

五、合法性

双方根据本备忘录所举办的活动，以及为执行本备忘录所指派的人员必须遵守两国的适用法律。相关人员根据本备忘录开展访问和举办相关活动，不得从事对备忘录不利的任何活动。

六、解释和应用

对本备忘录的解释和应用如出现分歧，双方将通过诚信协商来解决。

七、最终条款

本备忘录一经签署即生效，有效期 4 年。

经双方同意，本备忘录可随时进行修改。任何修改必须书面进行，并注明修改后的生效日期。

任何一方要求终止本备忘录，需要提前 30 天书面通知对方，本备忘录的终止需要经双方友好协商确定。

本备忘录的终止不影响其生效期间的活动成果，除非双方一致同意另有决定。

本备忘录于 2019 年 10 月 28 日在萨克拉门托以中英两种文字签署，一式两份，双方各执一份；两种文本具有同等效力。

江苏省人民政府副省长	加利福尼亚州副州长
王　江	康伊莲
2019 年 10 月 28 日	2019 年 10 月 28 日