

**MEMORANDUM OF UNDERSTANDING ON AUTOMOTIVE
TECHNOLOGY AND INDUSTRY COOPERATION
BETWEEN**

**THE GOVERNMENT OF THE STATE OF MICHIGAN OF THE
UNITED STATES OF AMERICA**

AND

**THE MINISTRY OF SCIENCE AND TECHNOLOGY OF THE
PEOPLE'S REPUBLIC OF CHINA**

**THE GOVERNMENT OF THE STATE OF MICHIGAN OF THE UNITED STATES
OF AMERICA and THE MINISTRY OF SCIENCE AND TECHNOLOGY OF THE
PEOPLE'S REPUBLIC OF CHINA, hereinafter referred to as the "Participants",**

WISHING to strengthen bilateral cooperation across their respective automotive and technology sectors in order to promote and foster sustainable growth and support innovation;

RECOGNIZING that research, technology, entrepreneurship and innovation are fundamental to economic growth and prosperity; that they are global leaders in the collaborative research, development, demonstration, and innovation of future automotive technologies; that international collaboration is mutually beneficial to their researchers and businesses; and that to succeed in the global innovation economy, there is a need to strengthen their respective abilities to accelerate the commercialization of emerging technologies and the growth of domestic firms;

ASPIRING to accelerate and secure the significant social and economic benefits that future automotive technologies suggest for future generations and vulnerable sectors of society around the world;

To further these goals, the Participants have come to the following understanding:

1. PURPOSE

The purpose of this Memorandum of Understanding (“MoU”) is for the Participants to enhance cooperation between their respective government bodies, knowledge-based institutions, clusters, and businesses (hereinafter referred to as the “stakeholders”) in all areas of future automotive research, technology, entrepreneurship and innovation, promoting the development of green, intelligent, and electric vehicle technologies and reflecting their great potential social and economic benefits.

2. OBJECTIVES OF COLLABORATION

i. **Increase cooperation in future automotive technologies**, which, subject to each Participant’s absolute discretion, may include:

- a. Co-hosting bilateral and multilateral meetings, workshops and conferences;
- b. Sharing best practices in skilled trades and workforce development programs;
- c. Jointly coordinating new programs to address emerging technology needs; and
- d. Creating a Joint Working Group to provide advice on strengthening the Participants’ automotive technology clusters and supporting the enterprises that form this cluster.

ii. **Enhance the Participants’ automotive technology and industry cooperation**, subject to each Participant’s absolute discretion.

iii. **Promote the demonstration and deployment of innovative automotive technologies and processes**, which, subject to each Participant’s absolute discretion, may include supporting new energy vehicle technology, safe driving technology, and autonomous vehicle technology collaborations that leverage existing institutes.

3. LEGAL AND OTHER OBLIGATIONS

The Participants agree that all actions they undertake under this MoU will be subject as appropriate to national, state and international law, and any other applicable rules and obligations.

4. INTELLECTUAL PROPERTY

The Participants intend to adopt all appropriate measures, in accordance with their respective laws and regulations, to protect intellectual property rights and interests.

5. COORDINATION AND FACILITATION OF COOPERATIVE ACTIVITIES

- i. The Participants understand that cooperation under this MoU will be in part developed and carried out by the stakeholders, and that the engagement of such stakeholders will be subject to their own discretion.
- ii. The Participants will, as appropriate, encourage and facilitate the development of direct contact between interested stakeholders.

6. FUNDING

- i. The Participants understand that cooperation under this MoU is subject to the interest of the respective stakeholders and the availability of their respective resources.
- ii. The Participants understand that this MoU does not commit either Participant to financially support any activity carried out under this MoU.

7. STATUS

This MoU is not legally binding under national or international law.


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.

8. FINAL DISPOSITIONS

- i. This MoU will take effect on the date of its last signature by the Participants and will remain valid for a period of 5 years or until the date it is terminated, if earlier.
- ii. The Participants may amend or terminate this MoU at any time upon their mutual written consent.

iii. A Participant may terminate this MoU without the other Participant's consent by giving a written notice of at least 90 days to the other Participant. Should this occur, the Participants will consult to determine how any outstanding matters should be addressed.

Signed this 17th day of September, 2018 in Beijing, in duplicate, in the English and Chinese languages, each text being equally authentic.



Rick Snyder
Governor
State of Michigan
United States of America



Wang Zhigang
Minister
Ministry of Science and Technology
People's Republic of China



王志刚
部长

美利坚合众国密西根州政府 与 中华人民共和国科学技术部 关于 汽车技术及产业合作谅解备忘录

美利坚合众国密西根政府和中华人民共和国科学技术部（以下简称“双方”），

希望加强各自汽车和技术部门双边合作，以促进可持续增长并支持创新；

认识到研究、技术、创业和创新对经济增长和繁荣至关重要；双方是未来汽车技术合作研究、开发、示范和创新方面的全球领先者；国际合作对其研究人员和企业是互惠互利的；要在全球创新经济中取得成功，需要加强各自能力以加快新兴技术成果转化和国内企业成长；

期望加速实现和确保未来汽车技术为世界各国下一代和社会弱势群体带来重大社会和经济利益；

基于上述目标，双方达成以下谅解：

一、宗旨

本谅解备忘录的宗旨是推动双方加强各自政府部门、研究机构、产业集群和企业（以下简称“各利益攸关方”）在未来汽车研究、技术、创业和创新所有领域的合作，促进绿

色、环保、智能化、电动化汽车技术发展，彰显这些领域巨大的潜在社会和经济效益。

二、合作目标

（一）在双方各自的职权范围内，加强未来汽车技术合作，可包括：

1. 共同主办双边和多边会议、研讨会和专题会议；
2. 分享在技术贸易和人力资源发展计划方面的最佳实践；
3. 共同协调新项目，以满足新兴技术需求；
4. 创立联合工作组，就加强双方汽车技术集群提供咨询意见，并支持组成这一集群的企业。

（二）在双方各自的职权范围内，强化双方未来汽车技术与产业合作。

（三）在双方各自的职权范围内，促进创新未来汽车技术及流程的示范和部署，可包括充分利用现有机构支持新能源汽车技术、汽车安全技术、自动驾驶技术合作。

三、法律义务和其他义务

双方同意，根据本谅解备忘录开展的所有活动将遵守双方国家（联邦）、省市（州）的法律法规，以及国际法和任何其他适用的规则与义务。

四、知识产权

双方将遵照双方法律法规采取所有妥当措施保护知识产权权利和利益。

五、协调和促进合作活动

(一) 双方理解，本谅解备忘录下开展的部分合作将由各利益攸关方制定和执行，利益攸关方的参与将由其自主决定。

(二) 双方将鼓励和促进感兴趣的各利益攸关方之间的直接联系。

六、资金

(一) 双方理解，本谅解备忘录下开展的合作取决于各利益攸关方的兴趣和各自所能获得的资金。

(二) 双方理解，本谅解备忘录不承诺任何一方对谅解备忘录下开展的任何活动提供资金支持。

七、法律地位

本谅解备忘录不产生国家法或国际法下的法律约束力。

本谅解备忘录的任何规定均不限制双方与其他机构订立类似协议的权利。本谅解备忘录下的合作不影响双方在其他国际协议下的权利和义务。

八、生效与终止

(一) 本谅解备忘录自最后的签署之日起生效，有效期为5年，如提前终止，则有效期至终止之日。

(二) 经双方书面同意，双方可随时修改或终止本谅解备忘录。

(三) 任何一方可终止本谅解备忘录, 但需向另一方提前至少 90 天发出书面通知。如发生此情况, 双方将协商确定如何处理任何未决事项。

本谅解备忘录于 2018 年 9 月 17 日在北京签署, 以英文和中文写成, 一式两份, 两种文本具有同等效力。



斯奈德州长

王志刚部长

美利坚合众国密西根州

中华人民共和国科学技术部

Governor

Rick Snyder

