

**Memorandum of Understanding
Between
The Department of Commerce of the United States of America
and
The Ministry of Commerce of the People's Republic of China
to
Establish a Framework to Promote Cooperation
at the Subnational Level on Trade and Investment
between the United States and China**

The Department of Commerce of the United States of America (DOC) and the Ministry of Commerce of the People's Republic of China (MOFCOM) (hereinafter the "Participants"):

Recognize that subnational governments of the two countries have a very strong interest in developing trade and investment cooperation between them and are actively seeking efficient ways to deepen such cooperation;

Note that since 2013, MOFCOM, jointly with relevant provinces and cities, has established six Trade and Investment Cooperation Joint Working Groups (the "Working Groups") with cities and states in the United States to deepen the bilateral economic and trade connection at the subnational level in China and the United States;

Note that during President Xi Jinping's state visit in the United States in September 2015, the presidents of the two countries were heartened by the work of the six Working Groups and welcomed the establishment of additional similar mechanisms; and

Acknowledge that as part of President Xi Jinping's state visit in the United States, the two countries committed that DOC and MOFCOM would endeavor to complete a memorandum of understanding at the 2015

U.S.-China Joint Commission on Commerce and Trade (JCCT) highlighting the priority that each agency places on facilitating subnational economic, trade, and investment cooperation.

Therefore, to demonstrate the support of the federal and central governments of the two countries for promoting U.S.-China trade and investment cooperation at the subnational level, the Participants are entering into this Memorandum of Understanding ("MOU") to establish a "Framework to Promote Cooperation at the Subnational Level on Trade and Investment between the United States and China" (the "Framework") during the 26th Session of the U.S.-China JCCT, and intend to cooperate as follows:

I. The Participants intend to establish the Framework to facilitate communication, coordination and cooperation regarding trade and investment matters between the subnational governments of the two countries.

II. For the Chinese Participant, MOFCOM will act as the leading department for the Framework and the Department of American and Oceanian Affairs will be specifically responsible for activities under this MOU. For the United States Participant, DOC will serve as the leading department for the Framework and the Global Markets unit of the International Trade Administration, which includes the SelectUSA program, will be specifically responsible for activities under this MOU.

III. Each Participant is to designate an official at the vice-ministerial level to provide leadership. At the same time, each Participant will appoint an official to implement the specific activities under this MOU. The responsible official for the United States Participant shall be at the Deputy Assistant Secretary level. The responsible official for the Chinese Participant shall be at the Director General level.

IV. It is intended that the Chinese Participant will engage with departments of commerce in China's provinces (including autonomous regions and municipalities directly under the central government) and relevant cities, and that the United States Participant will engage with relevant units of state, local, territorial and tribal governments, and with affiliated economic development organizations, in the United States.

V. The Participants may invite, as appropriate, representatives of trade associations, trade and investment promotion agencies, and financial institutions of provinces, states, cities, counties, territories and tribal lands in the Participants' countries to take part in relevant activities under this MOU.

VI. It is intended that each Participant will engage with other agencies and entities within its country's government in order to advance the goals of this MOU.

VII. The Participants may carry out the following activities to fulfill this MOU:

- Actively carry out trade and investment promotion activities by jointly holding trade and investment road shows, seminars, commercial match-making meetings and forums to create more business opportunities for enterprises in the two Participants' countries;
- Encourage units of government of both Participants at the subnational level to share information, within their respective legal authorities, about trade and investment opportunities and education and training programs related to trade and investment;
- Actively take part in relevant activities organized by the subnational governmental units of the two countries and the secretariats of both sides for the Working Groups;

- Through visits, video conferences, and other suitable forms of communication, as appropriate, exchange information and views regarding activities undertaken pursuant to this MOU, challenges at the subnational level to trade and investment, and policies and best practices concerning the promotion of trade and investment;
- Provide appropriate support for activities of units of government at the subnational level of both Participants' countries that promote trade and investment, strengthen exchanges of views with visiting subnational economic and trade delegations, and introduce their respective trade and investment policies;
- Facilitate the engagement of small and medium-sized enterprises in both Participants' countries in activities under this MOU.

VIII. It is intended that the Participants will, at the JCCT plenary each year, highlight and share information about trade and investment between the two countries relating to the activities under this MOU.

The Participants acknowledge that activities conducted under this MOU are without prejudice to other cooperative activities between them regarding trade and investment.

The Participants are to begin activities under the Framework after both have signed this MOU. The Participants acknowledge that this MOU is not legally binding and will not give rise to any rights or obligations under either domestic or international law. The Participants may modify this MOU at any time in writing. Either Participant may, at any time, notify the other of its intention to discontinue its activities pursuant to this MOU, but should endeavor to do so in writing at least 90 days in advance of the discontinuation.

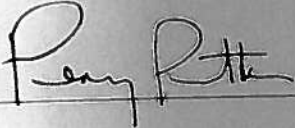
Each Participant is to bear its own costs and expenditures incurred in connection with this MOU. The activities of each Participant in

connection with this MOU are contingent on the availability of appropriated funds and other resources, and are subject to the laws and regulations that govern each Participant. No funds are obligated by this MOU.

The Participants endeavor to address any differences of opinion that may arise with respect to this MOU through consultation.

This MOU is signed in Guangzhou as of the 23rd (date) of November 2015 in two original copies, which are written in Chinese and English versions respectively.

Representative of the Department of Commerce of the United States of America:	Representative of the Ministry of Commerce of the People's Republic of China:
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中华人民共和国商务部和美利坚合众国商务部关于 建立促进中美地方贸易投资合作框架的谅解备忘录

中华人民共和国商务部和美利坚合众国商务部（以下简称“参与方”）：

认识到两国地方政府对发展相互间的贸易与投资合作意愿强烈，并积极寻求深化此类合作的有效途径；

注意到自 2013 年以来，中国商务部会同相关省、市与美国州、市建立了 6 个贸易投资合作联合工作组（以下简称“工作组”），以加深中美地方经贸联系；

注意到在习近平主席 2015 年 9 月对美国进行国事访问期间，两国元首对上述 6 个工作组的作用给予高度评价，并欢迎建立更多的类似机制。

确认作为习近平主席 2015 年 9 月对美国进行国事访问的一部分，双方承诺中国商务部和美国商务部将共同努力在 2015 年中美商贸联委会期间签署谅解备忘录，凸显双方均将促进地方经济、贸易和投资合作为重点工作。

鉴此，为表明两国中央和联邦政府对促进中美地方贸易与投资合作的支持，参与方同意在第 26 届中美商贸联委会

期间，就建立“促进中美地方贸易投资合作框架”（以下简称“合作框架”）签署谅解备忘录，并计划在下述方面合作：

一、参与方将通过建立合作框架，促进两国地方政府关于贸易与投资事务的沟通、协调与合作。

二、中方由中国商务部作为合作框架的牵头部门，本谅解备忘录项下的活动由美洲大洋州司具体负责。美方由美国商务部作为合作框架的牵头部门，本谅解备忘录项下的活动由国际贸易署全球市场局（下辖“选择美国”项目）具体负责。

三、参与方将各自指定一名副部级官员领导相关工作。同时，参与方将各自指定一名官员负责实施本谅解备忘录项下的具体活动。美方负责官员为助理部长帮办级别。中方负责官员为司局级。

四、中方将发挥各省（自治区、直辖市）及相关城市商务主管部门的作用。美方将发挥各州、地方、领地和部落政府相关部门及附属经济发展组织的作用。

五、参与方可以根据需要，邀请两国省、州、市、县、领地和部落区域的商协会、贸易投资促进机构、金融机构参与本谅解备忘录项下的相关活动。

六、参与方将发挥本国政府内部其他机构和实体的作用，以实现本谅解备忘录的目标。

七、参与方为实现本谅解备忘录目标可以开展以下活动:

——通过联合举办贸易投资宣传推介会、研讨会、商业对接会和论坛等方式,积极开展贸易与投资促进活动,为两国企业创造更多商业机会;

——鼓励两国地方政府部门在各自法律权限内,分享关于贸易与投资机会,以及与贸易投资相关的教育和培训项目信息;

——积极参与两国地方政府机构和工作组双方秘书处组织的相关活动;

——通过团组访问、视频会议及其他合适的交流方式,就根据本谅解备忘录所开展的活动、地方贸易与投资面临的挑战、有关促进贸易与投资的政策和最佳做法等交换信息和看法;

——为两国地方政府部门开展的贸易投资促进活动提供必要的支持,加强与来访的地方经贸团组的交流,介绍各自的贸易与投资政策;

——促进双方中小企业参与本谅解备忘录项下的活动。

八、参与方将在每年中美商贸联委会全体会议上,彰显和分享与本谅解备忘录项下活动有关的两国贸易和投资的信息。

参与方确认在本谅解备忘录项下开展的活动不会对双

方之间关于贸易与投资的其他合作性活动造成负面影响。

参与方将在共同签署本谅解备忘录后启动合作框架的相关活动。参与方确认本谅解备忘录不具备法律约束力，不会造成国内法或国际法上的任何权利或义务。参与方可在任何时间以书面形式修订本谅解备忘录。任何一方可在任何时间通知对方终止本谅解备忘录的意向，但应努力至少提前 90 天以书面形式通知另一方。

参与方将各自承担由于本谅解备忘录引起的成本和支出。参与方与本谅解备忘录相关的活动将取决于资金和其他资源条件的许可，并应符合各自国家的法律法规。本谅解备忘录不包含涉及资金的义务。

参与方将致力于通过磋商解决在本谅解备忘录项下可能产生的任何意见分歧。

本谅解备忘录于二〇一五年十一月二十三日在广州签署，一式两份，分别用中、英文书就。

中华人民共和国商务部代表： 美利坚合众国商务部代表：

