

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE NATIONAL DEVELOPMENT AND REFORM COMMISSION
OF THE PEOPLE'S REPUBLIC OF CHINA
AND
THE MINISTRY OF ENERGY, CLIMATE AND BUILDING
OF THE KINGDOM OF DENMARK
ON COOPERATION IN THE AREA OF CLIMATE CHANGE
AND ENERGY EFFICIENCY**

The National Development and Reform Commission of the People's Republic of China

and

The Ministry of Climate, Energy and Building of the Kingdom of Denmark (hereinafter referred to as "the two parties");

Recognizing the common interests shared by the two parties toward the transition to low carbon development;

Considering the strategic role of low carbon development in addressing current global challenges and development needs;

Wishing to promote mutually beneficial cooperation in the field of climate change and promotion of energy efficiency;

Bearing in mind the agreed Memorandum of Understanding between the National Development and Reform Commission of The People's Republic of China and the Royal Danish Ministry of Foreign Affairs on Cooperation in the Area of Climate Change and Development and Implementation of Projects under the Clean Development Mechanism of the Kyoto Protocol, signed on the 26 February 2004;

Bearing in mind that this Memorandum of Understanding is intended to express the cooperative intent of the two parties,

Have agreed as follows:

Article 1

The objective of this Memorandum of Understanding aims to promote a mutually beneficial partnership between the two parties in the field of climate and energy planning, energy efficiency and to promote the transition to low carbon economies, enhance efforts to mitigate climate change and enhance opportunities for green growth.

Article 2

The ways of cooperation under this Memorandum of Understanding may be conducted in the following forms:

- a) Exchange of information and documentation;
- b) Exchange visits by experts, scholars and delegations;
- c) Jointly organized seminars, workshops and meetings involving experts, scientists, the business sector and other relevant agencies;
- d) Best practice demonstration;
- e) Capacity building activities;
- f) Promotion of Sino-Danish partnerships and business to business projects.
- g) Other forms of cooperation as mutually agreed upon.

Article 3

The two parties have decided to establish a Minister Level Climate Dialogue, on an alternate basis, an annual dialogue to deepen mutual understanding on international negotiation, domestic policies and bilateral cooperation on climate change.

The two parties have decided to host occasional energy efficiency workshops on an alternating basis, to enhance Sino-Danish cooperation on energy efficiency and to promote partnerships and business to business projects within this field.

Each Party will designate relevant Director General to Coordination Platform in order to:

- a) Address and resolve areas of cooperation and concern on policy matters related to
 - 1. Low carbon transition, and climate change;
 - 2. Energy efficiency
- b) Regularly review the progress for the agreed activities, identify and resolve key issues and take decisions for future activities.

- c) Coordinate overall Sino-Danish cooperation in the field of low carbon transition, energy efficiency, integrated energy planning, renewable energy, smart grid and energy efficient building.

Article 4

The two parties agree to promote cooperation and exchange of views on areas of interest, including, but not limited to:

- a) Low carbon and energy efficiency development plans.
- b) Best practice in support schemes for green technology research, development, demonstration, test and certification.
- c) Energy efficiency policy and best practice in promotion of energy efficiency, *e.g.* energy standards and labeling, energy saving schemes and measures of pricing and taxation of energy to reflect real cost to society including externalities.
- d) Promotion of energy efficient and low carbon community, including efficient district energy, clean and smart solutions and partnerships in low carbon cities, low carbon industrial parks, buildings and energy efficient building materials.
- e) Low carbon cities and buildings, including scoping opportunities for private sector involvement in energy efficient demonstration building for NDRC Climate Centre.
- f) GHG inventory and relevant capacity building.
- g) Promoting best practice in renewable energy development, including but not limited to:
 - 1. Intelligent use of biomass and waste sources for renewable energy purposes, *e.g.* second generation biofuel products.
 - 2. Wind power development, including integration of wind, smart grid planning and public tenders *e.g.* using public tenders to promote equipment quality and lowest cost of energy.
- h) Climate and energy efficiency related business, investment and R&D opportunities in both countries.

The program of activities could be specified in a Work Plan. The Work Plan should be decided upon in writing between the two parties.

Article 5

Costs related to the activities under this Memorandum of Understanding are subject to the availability of appropriate funds, in conformity with budgetary provisions and the relevant laws of each Party.

The implementation of each particular activity under this Memorandum of Understanding will require that the two parties put into writing the terms and conditions for the necessary funding, in accordance with each Party's relevant national legislation.

All costs resulting from cooperation under this Memorandum of Understanding are to be borne by the Party that incurs them, unless otherwise mutually agreed.

Article 6

This Memorandum of Understanding may be amended at any time by the mutual written consent of the two parties.

Article 7

According to national legislation and international agreements in force in both countries, the two parties shall adopt the appropriate measures to protect the intellectual property rights arising under the implementation of this Memorandum of Understanding.

The conditions for the acquisition, maintenance and commercial exploitation of intellectual property rights over possible products and/or processes that might be obtained under this Memorandum of Understanding will be defined in the specific programs, contracts or working plans, which shall also set out the conditions regarding the confidentiality of information whose publication and/or disclosure might jeopardize the acquisition, maintenance and commercial exploitation of intellectual property rights obtained under this Memorandum of Understanding.

Article 8


Any dispute about the interpretation or implementation of this Memorandum of Understanding will be resolved through consultations between the two parties.

Article 9

This Memorandum of Understanding shall enter into force upon the signature of the parties. This Memorandum of Understanding shall be valid for two (2) years, automatically renewed for a further period of two (2) years. Either Party may terminate this Memorandum of Understanding by means of a written notice to the other Party. Termination will take effect three months following the date of notification and will not affect activities already under implementation.

Signed in Beijing on June 24, 2013 in the Chinese and English languages, both texts having equal validity.

FOR THE
NATIONAL DEVELOPMENT AND
REFORM COMMISSION OF THE
PEOPLE'S REPUBLIC OF CHINA:


(signature)

FOR THE
MINISTRY OF CLIMATE, ENERGY
AND BUILDING OF THE KINGDOM
OF DENMARK:


(signature)

中华人民共和国国家发展和改革委员会和丹麦王国能源、气候和建筑部 关于气候变化和能效领域合作的谅解备忘录

中华人民共和国国家发展和改革委员会和丹麦王国气候、能源和建筑部
(以下简称“双方”),

认识到向低碳发展的转型符合双方的共同利益;

考虑到低碳发展对于应对当前全球挑战以及经济发展的战略意义;

期望在气候变化和能效领域促进有益于双方的合作;

谨记中华人民共和国国家发展和改革委员会和丹麦皇家外交部于2004年2月26日在《东京议定书》“清洁发展机制”的框架下签订的《关于在气候变化领域合作以及开发、实施相应项目的谅解备忘录》;

谨记本备忘录旨在阐述双方的合作意向。
双方就以下内容达成共识:

第一条

本备忘录旨在促进双方在气候、能源规划和能效领域建立互惠伙伴关系，
向低碳经济过渡；加大在缓解气候变化方面的努力，增加绿色发展机遇。

第二条

在本备忘录下开展的合作拟包括以下几种形式:

a) 信息和文件交流;

- b) 专家、学者和代表团交流;
- c) 共同组织专题会、研讨会等会议, 参加人员包括专家、科学工作人员、商界和其它相关机构代表;
- d) 最佳实践示范;
- e) 能力建设活动;
- f) 促进中丹伙伴关系的建立和商业领域合作项目的开展;
- g) 在双方一致同意的前提下开展的其它形式的合作。

第三条

双方一致同意建立部长级的气候对话机制, 轮流在两国召开年会, 以加深双方在气候变化国际谈判、国内政策和双边合作方面的理解。

双方决定不定期轮流召开能效相关研讨会, 促进中丹能效合作, 推进能效领域伙伴关系的建立和商业合作项目的开展。

双方各自指定协调事务的司级总负责人, 以:

- a) 应对和处理合作领域和政策方面的相关问题, 包括
 - 1. 低碳转型, 气候变化;
 - 2. 能效。
- b) 定期对共同开展的活动进度进行审核, 明确并解决关键问题, 并决定将来开展的活动。
- c) 整体协调中丹在低碳过渡、能效、能源综合规划、可再生能源、智能电网以及建筑能效等领域的合作。

第四条

双方一致同意推动合作并就共同关注的领域交换意见, 其中包括但并不限于:

- a) 低碳和能效发展计划;

- b) 对绿色技术的研发、示范、测试和认证等方面的最佳实践支撑计划;
- c) 提高能效方面的能效政策和最佳实践, 包括: 能源标准标识、节能计划以及反映外部性等社会成本的定价和税收等措施;
- d) 提升能效和低碳社区, 包括: 有效的区域能源、清洁智能解决方案和低碳城市合作伙伴、低碳工业园、节能建筑以及节能建筑材料;
- e) 低碳城市和建筑, 包括: 为国家发改委气候中心筛选私营企业参与能效示范建筑;
- f) 编制温室气体清单及相关的能力建设;
- g) 推广可再生能源领域的最佳实践, 包括但不限于:
 - 1. 合理应用于可再生能源的生物质和废弃物资源, 如第二代生物油产品;
 - 2. 发展风能, 包括风能、智能电网和公开招标综合计划, 如通过公开招标提升设备质量和最大限度降低能源成本。
- h) 两国在气候和能效领域相关商务、投资、研发机会;
活动安排可通过工作计划得以明确。工作计划需双方以书面形式决定。

第五条

在本备忘录下开展项目的费用应按照双方的预算细则和相关法律, 由相应的基金拨款。

在本备忘录下任何项目的实施需双方按照各国法律条例规定, 将筹资的条款和细则以书面形式落实。

在本备忘录下开展合作所产生的一切费用均由产生费用的一方承担, 除非双方一致同意以其它方式解决。

第六条

本备忘在双方以书面形式一致同意的前提下, 可在任何时间进行修订。

第七条

根据有关的国内法律和国际协议，双方应采取相应措施保护在实施本备忘录过程中产生的知识产权。本备忘录所涉及任何产品/过程的知识产权的购买、持有和商业开发应在相关的项目、合同和工作方案中予以规定。相关的项目、合同和工作方案中还应明确规定相关的信息保密条款，因相关信息的发布和公开将破坏本备忘录下知识产权的购买、持有和商业开发。

第八条

本谅解备忘录的解释和实施所产生的分歧须经双方协商解决。

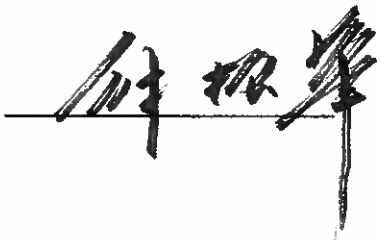
第九条

本谅解备忘录经双方签署生效。本谅解备忘录有效期为2年，并自动延顺2年。任意一方可通过书面形式告知另一方以终止本谅解备忘录。终止自书面告知签署日期后3个月起生效，对已实施活动不具备追溯力。

本备忘录于2013年6月24日在北京签署，以汉语和英语两种语言书写，两个版本具有同等效力。

中华人民共和国

国家发展和改革委员会



丹麦王国

能源、气候和建筑部

