

Memorandum of Cooperation

**Building Transpacific
Partnerships for a Green
Maritime Economy**

合作备忘录

**建立跨太平洋伙伴关系，
促进绿色海洋经济**

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(本页为合作备忘录签署页, 无正文)



For and on behalf of
South Coast Air Quality Management District of the
State of California of the United States of America
谨代表
美国加利福尼亚州南海岸空气质量管理局

V. Manuel Perez
曼纽尔·派瑞兹
Member of the South Coast AQMD Governing Board
South Coast Air Quality Management District of the
State of California of the United States of America
治理委员会成员
美国加州南海岸空气质量管理局



Harbor Department of the City of Long Beach,
California, the United States of America
(The Port of Long Beach)
谨代表
美国加利福尼亚州长滩市港务局 (长滩港)

Dr. Noel Hecogaba
诺埃尔·哈塞加巴博士
Chief Operating Officer
Port of Long Beach
首席运营官
美国加利福尼亚州长滩市港务局 (长滩港)



For and on behalf of
Shenzhen Port Group Company Limited
谨代表
深圳港集团有限公司

Huaxin Shen
President
Shenzhen Port Group Company Limited
沈华新
总裁
深圳港集团有限公司



For and on behalf of
Yantian International Container Terminals Limited
谨代表
盐田国际集装箱码头有限公司

Lawrence Shum
Managing Director
Yantian International Container Terminals Limited
岑启成
董事总经理
盐田国际集装箱码头有限公司



For and on behalf of
North American Representative Office of Shenzhen,
People's Republic of China
谨代表
中国深圳市驻北美经贸代表处

Zhirong Yu
Chief Representative
North American Representative Office of Shenzhen
People's Republic of China
于智荣
首席代表
中国深圳市驻北美经贸代表处

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For and on behalf of
South Coast Air Quality Management District of the
State of California of the United States of America
谨代表
美国加利福尼亚州南海岸空气质量管理局

Larry McCallon
拉里·麦卡伦

Member of the South Coast AQMD Governing Board
South Coast Air Quality Management District of the
State of California of the United States of America
治理委员会成员
美国加州南海岸空气质量管理局

美国加州南海岸空气质量管理局

Wayne Nastri
维恩·纳斯特里
Executive Officer

South Coast Air Quality Management District of the
State of California of the United States of America
局长
美国加州南海岸空气质量管理局

美国加州南海岸空气质量管理局



Harbor Department of the City of Long Beach,
California, the United States of America
(The Port of Long Beach)
谨代表
美国加利福尼亚州长滩市港务局 (长滩港)

Bonnie Lowenthal
邦妮·洛文塔尔
President

Long Beach Harbor Commission
Port of Long Beach
港务理事会理事长

美国加利福尼亚州长滩市港务局 (长滩港)



This Memorandum of Cooperation ("MOC") is made and entered into by and between:

South Coast Air Quality Management District of the State of California of the United States of America

Harbor Department of the City of Long Beach, California, the United States of America (The Port of Long Beach)

North American Representative Office of Shenzhen, People's Republic of China

Shenzhen Port Group Company Limited

Yantian International Container Terminals Limited

The entities listed above are hereinafter referred to separately as the "Party" or collectively as the "Parties."

IT IS AGREED by the Parties as follows:

I. Purposes of Cooperation

The Purpose of this MOC is to support and coordinate technical exchanges and programmatic collaboration between Shenzhen and Southern California in areas such as clean energy, zero- and low-carbon environmental protection, and green infrastructure development. By piloting coordinated efforts towards a green maritime economy around the Pacific Rim focusing on the deployment of emissions reduction, decarbonization, and energy efficiency technologies, the Parties wish



to inspire similar efforts by other Pacific Rim regions and cities in promoting regional economic development that prioritizes sustainability and public health.

This MOC provides a communication mechanism for the Parties to exchange ideas, share knowledge and experience, and plan for implementation of coordinated actions. This MOC also provides a collaboration platform for facilitating mutually beneficial endeavors, including but not limited to potentially establishing a multi-regional framework to coordinate efforts and programs among relevant organizations, institutions and businesses.

This MOC aims to promote exchanges and cooperation among ports and other relevant organizations and businesses operating in Shenzhen and Southern California, guided by our common goals of ensuring quality of life and sustainable economic development for all populations and our shared vision of developing a green maritime economy around the Pacific Rim with high standards. This MOC establishes a fundamental mechanism for pragmatic multilateral exchanges and cooperation among the Parties in the exercise of their respective interests and authorities based on the principles of equality and mutual benefit. However, this MOC does not constitute or create any legally binding or enforceable rights or obligations, expressed or implied.



II. Areas of Cooperation

To fulfill the purpose and vision of this MOC, the Parties may undertake cooperative actions in mutually agreed areas as follows:

(a) Under this MOC, the Port of Shenzhen and the Port of Long Beach will explore sister port partnership building so as to strengthen communication, cooperation, and knowledge exchanges in areas such as exploration of emission reduction opportunities along shared shipping routes, planning and development of green port infrastructure, and deployment of shipping emission control technologies, with the goal of jointly promoting sustainable development of shipping and logistics industry that provide goods movement services between the U.S. and China;

(b) Active sharing of experience in regional governance. Building on their piloting efforts for programmatic multi-regional collaboration between Shenzhen and Southern California, the Parties will initiate and further promote cooperation among Pacific Rim regions and cities in deploying emission control and decarbonization technologies. The Parties will convene multi-city meetings to share experiences and lessons learned from implemented programs and provide suggestions and considerations on each other's policies and programs;

(c) Promoting collaboration related to green port and green maritime technologies. Working towards a green maritime economy around the Pacific Rim, the Parties will help promote sustainable development of port economy and maritime industry, and encourage businesses and



organizations operating in Shenzhen and Southern California to strengthen collaboration and promote research, development, and deployment of green port and green maritime technologies;

(d) Facilitating exchanges and collaboration related to other relevant green technologies and green infrastructure development. Under the collective will to promote emission reductions, decarbonization, energy efficiency, and sustainable development, the Parties are committed to facilitating technical exchanges between businesses and organizations operating in Shenzhen and Southern California that are engaged in clean energy and environmental protection, and promoting programmatic collaboration related to green technologies and green infrastructure development; and

(e) Other areas of common interest to the Parties.

III. Forms of Cooperation

Forms of cooperation may include the following and any other forms as mutually agreed by the Parties:

(a) Exchange of relevant information, knowledge, and experience, which includes sharing pertinent and publicly disclosable documents, program implementation guidelines, regulatory text, and other resources;

(b) Exchange and visits between the Parties' relevant personnel, including regular business calls and electronic communications, and



eriodic in-person meetings, workshops, and/or project and technology exhibitions, as warranted;

(c) Multi-regional and multi-city exchanges and sharing of experience among Pacific Rim regions and cities;

(d) Specific project collaborations in developing and demonstrating pollution-cutting marine technologies; and

(e) Collaborative pilot program(s) to collectively reduce emissions from trans-Pacific ocean-going vessels.

IV. Implementation Mechanism

This MOC will be implemented by the Parties through the following mechanism:

(a) The Parties agree to meet regularly during the term of this MOC to discuss the implementation details of various cooperation programs covered herein, and report the progress and status of relevant activities conducted jointly or separately by each Party;

(b) All activities under this MOC must be conducted in compliance with the laws, regulations, and relevant rules applicable to each of the Parties and subject to the availability of funds, personnel, and other resources available to each Party; The specific cooperation projects and matters under this memorandum shall be executed in accordance with a separate cooperation agreement signed by respective parties.

(c) Consultation and exchanges of information and documents shall preserve the security and integrity of the systems, processes, and



information (including trade secrets) of each Party and each of the third parties involved in the activities carried out under this MOC, and be without prejudice to the Parties' legal requirements or obligations, which may prevent the exchange of certain confidential information and documents under this MOC; and

(d) The Parties shall endeavor to resolve any disagreement arising from the implementation of this MOC through amicable consultations and to finalize the resolution thereto in writing.

V. Term, Amendment and Termination

The Parties agree as follows:

(a) This MOC is valid for a period of three years from the date of signature by the legal or authorized representative of each Party. The content and the term of this MOC may be amended with the mutual written consent of all Parties;

(b) This MOC may be terminated by any of the Parties and shall cease to be valid 90 days (including Saturdays and Sundays) after the terminating Party has notified the other Parties in writing of such termination. Following termination of this MOC, the Parties must take necessary measures to ensure that the ongoing activities implemented hereunder are concluded in a swift and appropriate manner; and

(c) Nothing in this MOC precludes any Party from entering into any other MOC with an entity inside or outside of the People's Republic of China or the United States of America.



This MOC is signed on September 22, 2024, in Shenzhen, Guangdong Province, People's Republic of China in quintuplicate, one copy for each Party. Each copy of this MOC is made in both Chinese and English, both texts being equally authentic.

本合作备忘录（以下简称为“备忘录”）由以下各方共同签署：

美国加利福尼亚州南海岸空气质量管理局
美国加利福尼亚州长滩市港务局（长滩港）
中国深圳市驻北美经贸代表处
深圳港集团有限公司
盐田国际集装箱码头有限公司

上述实体将分别称为“一方”，或集体称为“各方”。

以上各方共同同意：

一、合作宗旨

本备忘录旨在支持并协调同属于环太平洋区域的深圳市与南加州地区于清洁能源、零碳及低碳环保与绿色基础建设等范围内，通过技术与项目合作，成为环太平洋绿色海洋经济带的“领航员”，从而引领其他太平洋沿线区域与城市升级减排脱碳技术并高效率使用能源，促进区域经济可持续、健康发展。

本备忘录为合作各方提供一个可供各方交换意见、分享知识与经验、筹划采取共同行动的沟通机制。本备忘录同时也提供一个方便推动双边互惠计划的协力平台，其中可能的计划包括但不限于制定一个联合多地相关组织机构和企业通力合作的方案。

本备忘录以促进深圳市与南加州地区港口及相关机构和企业间的交流与合作为宗旨，以保障公众民生品质和可持续经济发展为共同指导目标，以高水平建设环太平洋绿色海洋经济带为愿景，在遵循平等互利原则的基础上，就各方利益所需及权责所在，为合作各方务实开展交流合作确定基本机制。然而此备忘录本身，不论是以明示或默示的方式，不具有也不会产生任何带有约束力或可强制执行的法律权利或法律义务。

二、合作领域

为达成本备忘录的宗旨和愿景，合作可于各方共同同意的下列领域进行：

（一）深圳港和长滩港将探索建立姐妹港合作关系，在探索共享航线上的减排机会、规划和发展绿色港口基础设施以及部署航运排控技术等领域加强沟通、合作和知识交流，共同推动中美航运和物流产业的可持续发展。

（二）积极开展区域治理经验交流。以各方在深圳市与南加州之间多区域务实合作项目为起点，充分发挥“领航员”作用，积极推进环太平洋国家和城市加强减排脱碳技术合作，组织太平洋沿岸城市开展经验交换会议，分享各自区域从已实施项目中所学习到的经验和教训并针对对方的政策和项目提出建言等。

（三）推进绿色港口及绿色海事技术合作。以建设环太平洋绿色海洋经济带为愿景，推动港口经济和海洋产业可持续发展，鼓励深圳市与南加州地区港口及相关机构和企业加强合作并推进绿色港口及绿色海事技术的开发和应用。



(四) 推动其他相关绿色技术和绿色基础设施建设交流和项目合作。在促进减排、脱碳、节能及可持续发展的共识下，合作各方致力于协调深圳市与南加州地区的清洁能源和绿色环保类相关机构和企业进行技术交流，促进绿色技术和绿色基础设施项目合作。

(五) 其他符合双方共同利益的合作领域。

三、合作形式

双方合作可以采取以下形式，或其他经由双方议定的合作形式：

(一) 互相交流相关信息、知识和经验。包含分享相关且可披露的文件、项目实施指南、法令以及其他资源。

(二) 定期开展双方相关人员的交流和互访。包括通过电话及其他电子平台、面对面会谈、工作小组和（或）项目及技术展览等方式，根据需要进行公务上的沟通和讨论。

(三) 组织太平洋沿岸区域和城市开展多区域多城市经验交流和分享。

(四) 开展以研发和示范海事减排技术为目的的项目合作。

(五) 筹划针对跨太平洋航线远洋船舶减排的协同试点计划。

四、实行机制

双方将通过下列的合作机制来实行本备忘录：

(一) 在本备忘录的有效期间内，各方同意举办定期讨论，以协商本备忘录涵盖的各项合作方案的施行细节，并报告各方共同或分别采取的相关计划活动的进展与现况。

(二) 所有根据本备忘录开展的活动必须遵守各自的法律、法规和相关规定，并取决于各方可利用的资金、人员和其他资源情况。本备忘录项下具体合作项目及合作事宜按照各方另行签订的合作协议执行。

(三) 各方在互相咨询与交换相关信息与文件的同时，应确保各方（包括参与本备忘录相关计划活动的第三方）各自体系、流程和信息（包含商业机密）的安全性及完整性健全不会受到影响，也应确保不损害各方所必须遵守的法定要求和各自应尽的法律义务。

(四) 各方同意通过友好协商来解决关于实施本备忘录的任何分歧，最终以书面方式明确解决之道。

五、有效期、修改和终止条款

各方均同意以下条款：

(一) 本备忘录有效期限为三年，自各方法定代表人或授权代表签署之日起生效。经各方以书面方式一致同意后，可对本备忘录内容和有效期进行修改。

(二) 各方任何一方皆可单方面终止本备忘录，本备忘录在提出终止一方以书面告知其他各方的九十天（包括周六、日）后终止生效。本备忘录终止后，各方必须采取必要措施以确保依据本备忘录实施的活动能够迅速、妥善地完结。

(三) 本备忘录不妨碍各方与其他中国或美国国内外的机构签署其他协议。



本备忘录于 2024 年 9 月 22 日在中国广东省深圳市签署，一式五份，每方各执一份，每份均由中文和英文写成，两种文本具有同等效力。