Memorandum of Understanding for Cooperation on the Michigan-Shenzhen Trade, Investment & Innovation Cooperation Center

The State of Michigan of the United States of America and The City of Shenzhen, Guangdong Province, the People’s Republic of China wish to carry out cooperation in areas of trade and investment, scientific research, technology, and their industrial applications that are of interest to both sides, and agree to establish the Michigan-Shenzhen Trade, Investment & Innovation Cooperation Center (hereinafter referred to as “MSTIICC”). In order to achieve the goals of bilateral cooperation, the State of Michigan and the City of Shenzhen have reached the following understanding:

一、合作目的
I. Purposes of Cooperation
(一) 将深密中心建设成为国际化高水平贸易、投资和创新中心。

1. To build MSTITCC into an international and high-level trade, investment, and innovation center.

(二) 坚持“需求导向、创新引领、优势互补、互利共赢”的原则。

2. To build MSTITCC into a market-oriented innovation pioneer that connects complementary technological and market advantages from both sides, on the basis of mutual benefits and win-win results.

(三)通过共建共享和创新资源优化整合，为双方搭建一个高层次贸易、投资和科技创新合作平台，推动两地经贸合作与创新发展。

3. To jointly build a high-level platform for cooperation on trade, investment and scientific innovation by integrating, optimizing and sharing innovative resources, so as to advance trade and investment between and scientific innovation in both Michigan and Shenzhen.

二、合作内容
II. Content of Cooperation

(一) 加深贸易与投资合作，深密中心将本着平等互利的原则，充分发挥双方产业、技术、市场等优势和互补性，积极推动双向贸易与投资。

1. According to the principle of equality and mutual benefits,
MSTIICC will proactively push for the growth of two-way trade and investment by leveraging both Michigan’s and Shenzhen’s advantages and complementarities in industries, technologies and market opportunities.

(二) 加强研发合作, 深密中心利用双方良好的研发条件和创新载体, 推动开展联合技术攻关、技术研发、共建载体、产学研合作等工作。

2. To strengthen collaboration on technological research and development, MSTIICC shall utilize the plentiful R&D resources and innovation-related programs and organizations from both sides to pursue joint technological breakthroughs, joint technological R&D, joint formation of innovation organizations and programs, and university-industry cooperation (UIC).

(三) 促进技术转移, 深密中心对接双方技术转移机构, 定期搜集市场和技术需求, 协助双方或多方开展技术转移合作，并协调做好相关知识产权服务。

3. To facilitate technology transfer, MSTIICC shall help technology-transferring organizations from both sides connect with each other, periodically gather information on the needs for new technologies by the market and enterprises, promote the transfer of technologies between Michigan and Shenzhen or among multilateral parties concerned, and coordinate necessary IPR services during the process of technology transfer.

(四) 推动产业化合作, 深密中心与双方大学、科研机构和企业紧密合作, 为两地科技成果转化、生产、市场开拓
等提供协助。

4. To promote cooperation on industrial application of new technologies, MSTIICC shall work closely with universities, scientific research institutions and enterprises from both sides to help transform technological achievements into production and commercial successes.

（五）开展人才交流，深密中心协助密歇根大学、密歇根州立大学、韦恩州立大学等与深圳大学、南方科技大学、香港中文大学（深圳）等的交流合作，以联合培养、学术交流、互派留学生、互派教师、联合科研等方式促进两地人才交流。

5. To promote exchanges of talent, MSTIICC shall help universities from both sides, such as University of Michigan, Michigan State University, Wayne State University, Shenzhen University, South University of Science and Technology of China, The Chinese University of Hong Kong (Shenzhen), and others pursue joint talent development initiatives, scholarly exchanges, exchanges of students and educators, and joint scientific research.

（六）鼓励创新创业，深密中心可作为双方创新创业的交流平台，协助举办、参与创新创业大赛、投融资对接会、国际创客节等活动，将科技成果、创意与双方的创投机构、技术转移机构等对接，推进产业化和商业化。

6. To encourage innovation and entrepreneurship on both sides, MSTIICC shall serve as a platform, assisting interested
parties to hold or participate in entrepreneurship competitions and other innovation-related events such as international maker fairs, and arranging match-making meetings to help start-ups secure financing. Such activities shall help innovative ideas and technological achievements connect with technology-transfer institutions and venture capital, thus accelerating industrial application and commercialization of new technologies.

（七）双方定期交换政策信息、科技规划信息及其他相关合作所需的信息。

7. Both sides shall exchange, on a regular basis, information on policies, public initiatives for technology development, and other relevant information that bilateral collaboration may require.

（八）双方将根据各自的资金政策及可获得的资金与资源情况来支持合作研究项目，并为合作项目提出各自的政策及投资建议。

8. Both Michigan and Shenzhen shall support joint research programs, and put forward their own policies and investment suggestions for joint programs, based on their own funding policies and regulations, and the availability of funds.

（九）双方将联合组织科技活动或论坛。双方将联合制订官方代表团互访、专家交流或其他活动的计划，并帮助对方安排在本地的活动。

9. Both Michigan and Shenzhen shall co-organize technological activities or forums. Both sides shall jointly draw
up plans for exchanges and visits by officials and experts, and help coordinate the details of programs for delegations from the other side.

三、运行机制

III. Mechanism for Operation

(一) 深密中心设立为非营利机构，按本备忘录约定，开展各项工作，支配相应经费。

1. MSTIICC shall be a non-profit organization and shall carry out work set forth in this Memorandum and utilize financial resources accordingly.

(二) 由密歇根州政府派代表担任深密中心主任，由深圳市政府派代表担任深密中心副主任，并派一定数量的工作人员。与人员相关的经费（工资、福利待遇、医疗保险、生活补贴等）由派出方自行承担。

2. MSTIICC shall have a director from the Michigan side and a deputy-director from the Shenzhen side. Both sides shall assign necessary staff members to work in MSTIICC. Each side shall respectively cover its own personnel-related costs (such as salary, benefits, health insurance and living subsidies).

(三) 由密歇根州在底特律为深密中心安排办公场地和办公设施，开办及运行经费（人员经费除外）由两地政府等额出资，深密中心发展过程中需新增的费用根据实际运行情况双方另行协商。

3. The State of Michigan shall provide an office located in
Detroit and office supplies for the operation of MSTIICC. Start-up costs and operational costs (excluding personnel-related costs) shall be equally shared by Michigan and Shenzhen. Additional funding required as MSTIICC matures will be subject to solutions agreed to by both sides through bilateral negotiation.

IV. Execution and Coordination

Areas of cooperation and details of operation under this Memorandum shall be subject to bilateral negotiation and joint approval by representatives from both the Michigan State Government and the Science, Technology and Innovation Commission of Shenzhen Municipality.

V. Duration and Termination

This Memorandum shall be valid for a term of 5 years from the date of its signing, and its validity may be extended should both sides agree. One year after its signing, this Memorandum can be terminated by written notice by either side, subject to 60
days' prior notice.

2016 年 5 月 10 日在底特律以中、英文签署，两个文本效力等同。

Signed in duplicate in Detroit on May 10, 2016, in the Chinese and English languages, both texts being equally authentic.

深圳市政府代表  
Mr. Xu Qin  
Mayor  
City of Shenzhen  
People’s Republic of China

密歇根州政府代表  
Mr. Rick Snyder  
Governor  
State of Michigan  
United States of America