

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE DANISH ENERGY AGENCY OF THE KINGDOM OF**  
**DENMARK**  
**AND**  
**THE NATIONAL ENERGY CONSERVATION CENTER**  
**OF CHINA**  
**FOR COOPERATION IN**  
**THE FIELD OF ENERGY EFFICIENCY**

Under the framework of the *Memorandum of Understanding on Climate Change and Energy Efficiency* signed by the National Development and Reform Commission of the people's republic of China and the Danish Ministry of Climate, Energy and Building of the Kingdom of Denmark, this MOU is signed between the National Energy Conservation Center of China, hereinafter referred to as NECC, and the Danish Energy Agency of the Kingdom of Denmark, hereinafter referred to as DEA, to promote pragmatic cooperation both in China and Denmark in the field of energy efficiency. NECC and DEA, as Participants to this MOU, hereby acknowledge and declare as follows:

**Article 1**

The purpose of this MOU is to provide a cooperation framework to the Participants to ensure the joint implementation of energy efficiency activities based on the Memorandum of Understanding between the National Development and Reform Commission of the Peoples' Republic of China and the Ministry of Climate-Energy and Building of the Kingdom of Denmark on Cooperation in the area of

Climate Change and Energy Efficiency and especially on article 4 of said memorandum.

## **Article 2**

The parties agree that the cooperation as referred to in the Memorandum of Understanding may include, but not limited to, the following areas of mutual interests:

1 To enhance exchange in policy studies in the field of energy efficiency and to discuss design and deployment of energy efficiency strategies at national and local levels.

2 To promote demonstration projects and push forward the demonstration and promotion of advanced technologies and experiences in the field of energy efficiency throughout China.

3 To share and exchange views on energy efficiency through capacity building experiences for energy efficiency-related institutions both in China and Denmark, focusing on research and development of activities like consultancy, training and seminars.

4 Actively carry out exchange of experiences with technologies in the field of energy efficiency and mutually recommend energy efficiency-related advanced information technologies, solutions and evaluation methods ect.

5 Jointly explore business and financing models in the field of energy efficiency and promote the implementation of energy saving projects through exchange of experiences with ESCO-models.

## **Article 3**

Both Participants will encourage, promote, and facilitate cooperation between interested enterprises, institutions, associations and organizations. Activities of cooperation may include, but are not limited to, the following:

- 1 Exchange of administration and experience with technologies;
- 2 Promote joint projects, for instance ESCO-models;
- 3 Organization of workshops and other meetings on agreed topics;
- 4 Training;
- 5 Other forms of cooperation in the area of energy efficiency and related fields as may be mutually agreed upon.

#### **Article 4**

Consistent with all the applicable laws, regulations and other requirements, Participants shall carry out all activities under this MOU, cf. annex 1 of this common agreement whereby a joint working programme for the year 2014 has been developed.

Participants agree to be in agreement of the following year's working programme in due time.

Based on this MOU, participants shall meet in person at least twice a year and review the progress of work on both sides and sum up the work.

#### **Article 5**

To ensure the effective implementation of this MOU, each Participant shall designate a representative who is in charge of the coordination work and responsible for the detailed implementation of each project. It shall be emphasized that all cooperation proposals and plans shall be brought out by the designated representative. NECC designates Yang Bo as representative; DEA designates Kristoffer Böttzauw as representative.

The International Cooperation Division of NECC is designated as executive body on behalf of NECC; The DEA Energy Technology Division is designated as executive bodies on behalf of DEA.

## Article 6

1. Under the framework of this MOU, neither of the Participants has made commitments to capital, intellectual property rights or any other resources.

2. Commitments to capital, intellectual property rights, information disclosure or any other resources shall be agreed by participants by writing or discussion.

3. Information concerning business secrets shall not be exchanged under the framework of this MOU. When business secrets are involved with the development of cooperation, participants shall sign written agreements accordingly.

## Article 7

This MOU is to become effective on the date of signature and continue in effect for 3 years. Any of the Participants may terminate the agreement in writing 2 months before the due date. If not, then this MOU will continue to be in effect for another 3 years, and so on.

Any modification to the content or duration of this MOU are considered valid only if they are made in writing and signed by the Participants.

An annex to this agreement will be developed every year in due time, containing the following year's working programme.

This MOU is signed in duplicate in Beijing on April 24<sup>th</sup>, 2014 in the Chinese and English language. The two texts are equally authentic.



For the Danish Energy Agency,  
The Kingdom of Denmark



For the National Energy Conservation  
Center,  
China

# 国家节能中心与丹麦王国丹麦能源署

## 关于能效领域合作的谅解备忘录

在中华人民共和国国家发展与改革委员会与丹麦王国气候能源和建筑部签署的《气候变化及能效领域合作谅解备忘录》框架下，为推进中丹双方在能效领域务实合作，国家节能中心（以下简称 NECC）和丹麦王国丹麦能源署（以下简称 DEA）共同签署本备忘录，具体内容如下：

### 第一条

在中国国家发改委和丹麦气候能源和建筑部共同签署的《气候变化及能效领域合作谅解备忘录》的框架下，尤其是在该备忘录第四条的基础上，本备忘录的目的是为双方搭建一个合作框架，共同开展能效相关的合作活动。

### 第二条

本着互惠共利的原则，双方同意在能效领域的合作包括，但不限于以下几个方面：

- 1 增进中丹在提高能效的政策交流，共同探讨在国家 and 地方层面如何设定和实施提高能效战略等。
- 2 促进中丹示范项目，并促进先进节能管理和技术经验在中国各省市进行示范和推广。
- 3 分享和交流中丹能效相关机构能力建设经验，重点研究开发专家咨询、人才培养及研讨等能力促进活动。
- 4 积极开展提高能效方面的技术经验交流，互相推荐中丹双方在先进的节能相关信息技术、解决方案、以及评估方法等。
- 5 通过节能服务公司模式的经验交流，共同探讨双方在提高能效方面的商业和融资模式，推进节能项目的实施。

### 第三条

双方应鼓励、促进和推动有意向的机构、企业、协会和组织之间的合作。合作活动可能包括，但不限于以下形式：

- 1 管理和技术经验交流；

- 2 促进合作项目，如节能服务公司模式；
- 3 商定议题研讨会及其它会议的组织；
- 4 培训；
- 5 经双方同意的能效及相关领域的其它合作形式。

#### 第四条

双方将根据所有适用法律、法规和其他要求，开展本备忘录下各项活动，附件一是本备忘录框架下 2014 年的联合工作方案。

双方同意及时对下一年度的工作方案达成协议。

双方应根据本备忘录，每年应至少两次见面并检查双方的工作进展，并进行工作总结。

#### 第五条

为了确保本备忘录的有效实施，双方应分别指派代表，负责协调工作以及合作活动的设计和实施。应强调，双方的正式合作提议和计划均应通过所指派的代表提出。NECC 指派杨博作为合作代表；DEA 指定 Kristoffer Böttzauw 为合作代表。

中方具体实施部门为 NECC 国际合作处；丹方具体实施部门为 DEA 能源技术部。

#### 第六条

1 本备忘录并不构成双方对资金、知识产权或其他资源的承诺。

2 如涉及资金、知识产权、信息披露或其他资源等事项的承诺需经双方单独书面批准或商议。

3 双方将不在本备忘录框架下交换任何商业机密信息。根据合作需要，如涉及商业机密，双方需据此另行签订书面协议。

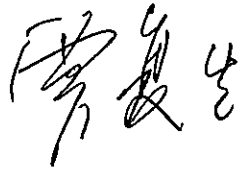
#### 第七条

本备忘录在双方授权代表签署后立即生效，有效期为 3 年。如在期满前 2 个月，任何一方未以书面形式通知另一方终止本备忘录，则本备忘录自动延长 3 年，并依此法顺延。

如需修改本备忘录的有关内容或改变有效期，需经双方一致同意并以书面形式确认。

每年应及时制作下一年度的工作方案，并附在本备忘录上。

本备忘录于 2014 年 4 月 24 日在北京签署，以英文和中文两种语言书写，两个文本具有同等效力。

A handwritten signature in Chinese characters, appearing to be '李锐生' (Li Ruisheng).

国家节能中心

A handwritten signature in English, appearing to be 'Finn Arne Petersen'.

丹麦王国丹麦能源署