

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CHINA NEW ENERGY CHAMBER OF COMMERCE BIOMASS ENERGY INDUSTRY
ASSOCIATION
AND
THE OFFICE OF THE BRITISH COLUMBIA REPRESENTATIVE IN ASIA AND
INVESTMENT AND TRADE COMMISSIONER**

Preamble

This Memorandum of Understanding (hereinafter referred to as the “MOU”) is made and entered into by China New Energy Chamber of Commerce Biomass Energy Industry Association (hereinafter referred to as “CNECCB”) and the Office of the British Columbia Representative in Asia and Investment and Trade Commissioner (hereinafter referred to as “BCRA”). The signatories to this Memorandum of Understanding are hereinafter collectively referred to as the “Participants”.

It is the intention of the Participants to further explore trade and investment opportunities in British Columbia, including but not limited to the forestry industry.

It is expressly understood that the following terms are only an expression of the Participants’ mutual intent and do not constitute a legally enforceable agreement between the Participants.

1. The Participants will work together in identifying business opportunities arising within the British Columbia forestry industry.
2. BCRA will work with CNECCB in sharing public knowledge and information about the British Columbia forestry industry, facilitating introductions and business discussions for members of the forestry sector, and cooperating to share information with industry about related investment and trade missions and visits.
3. In collaboration with BCRA, CNECCB will introduce investment opportunities to its affiliated enterprises. It is the intention of CNECCB’s affiliated enterprises to make an investment in British Columbia forestry of up to \$1 billion CDN.
4. In due course, CNECCB will endeavor to open an office in British Columbia to oversee a long term increase in trade and investment in British Columbia’s forestry sector.
5. The Participants will each designate a staff member who will maintain contact with each other on a regular basis.

General

1. Neither Participant may assign this MOU or any of its rights, interests, nor obligations hereunder without the prior written consent of the other Participant.
2. Neither Participant accepts any role or obligations in respect to immigration, employment, financial investment, or any other obligations or undertakings as a result of entering into the MOU.
3. The Participants will each maintain their own records in connection with the responsibilities under the MOU, and do not anticipate or expect that the other Participant will maintain any records on their behalf or be responsible for providing such records to the other Participant under any circumstances.

Effective Date of the MOU

This MOU shall become effective upon the latest of the dates of execution by the duly authorized representatives of the Participants and shall remain in full force and effect for twelve (12) months.

This MOU may be amended at any time by additional written agreement between the Participants, and/or may be terminated by either Participant upon 30 days' written notice to the other.

Limitations

Each of the Participants will conduct the cooperative activities under this MOU at its discretion, subject to the available resources of the Participant.

This MOU does not create any legal, contractual or financial rights or obligations for either Participant.

The Participants will settle any differences in relation to this MOU, including any question regarding its existence, validity, termination, interpretation of application, amicably by consensus and consultation between them.

Signed in duplicate this (spell out) day of November, at (city), China in the English language.

For and on behalf of China New Energy
Chamber of Commerce
Biomass Energy Industry Association

For and on behalf of the Office of the
British Columbia Representative in Asia and
Investment and Trade Commissioner

Hong Hao
Vice Chairman
China New Energy Chamber of Commerce

Ben Stewart
British Columbia Representative in Asia
and Investment and Trade Commissioner

全联新能源商会生物质专委会与BC省政府驻亚洲投资贸易代表处合作意向书

前言

本意向书由全联新能源商会生物质专委会（下称“甲方”）与BC省政府驻亚洲投资贸易代表处（下称“乙方”）共同制定和签署。

双方有意向进一步探讨在BC省的贸易和投资机会，包括但不限于林木业领域。

双方明确理解以下条款仅表达了双方的共同意向，不构成具有法律约束力的协议。

1. 甲乙双方将共同寻找BC林木业出现的商业机会。
2. 乙方将与甲方配合，分享BC林木业公共知识和信息，帮助介绍BC林木行业与甲方进行商务洽谈，并与BC林木业分享有关的机会；并促进相关贸易投资的交流和访问。
3. 在乙方配合下，甲方将努力为所属企业创造投资机会，在BC林木业进行不超过10亿加元的投资。
4. 在条件成熟后，甲方将争取在BC省建立办事处，用来管理长期的林木商业活动的增长。
5. 甲乙双方将分别指定一名职员作为各自代表保持经常接触。

通则

1. 在没有另一方书面同意的情况下，任何一方不得向第三方转移本意向书以及其中的任何权利和义务。
2. 作为意向书签定方，任何一方不接受任何与移民、就业、投资及相关的责任和义务。
3. 甲乙双方将各自负责整理和归档与意向书相关的文件和记录，不得期望对方代为保存或提供。

意向书生效日期

本意向书自双方授权代表签字之日起生效，有效期为十二个月。

本意向书经双方同意可以在任何时间进行修改，也可以由任何一方提出终止，但必须提前三十日通知对方。

局限性

各方将根据各自掌握的资源情况按各自意愿进行本意向书项下的合作。

本意向书对任何一方不构成任何法律、契约和经济方面的权利和义务。

双方将通过友好协商解决任何与本意向书相关的分歧。这些分歧包括对意向书的存在、有效性、终止和解释。

本协议英文文本签定于 2013年11月26日, 签字地点为中国北京, 正本一式两份。

全联新能源商会生物质专委会

BC省驻亚洲贸易和投资代表处

洪浩
全联新能源商会副会长

Ben Stewart
BC省驻亚洲贸易和投资代表

MEMORANDUM OF UNDERSTANDING
ON
TWO-WAY TRADE AND INVESTMENT PROMOTION COOPERATION
BETWEEN
CHONGQING FOREIGN TRADE AND ECONOMIC RELATIONS COMMISSION
OF THE PEOPLE'S REPUBLIC OF CHINA
AND THE
MINISTRY OF INTERNATIONAL TRADE OF
THE PROVINCE OF BRITISH COLUMBIA, CANADA

The Chongqing Foreign Trade and Economic Relations Commission of the People's Republic of China and the Ministry of International Trade of the Province of British Columbia, Canada (hereinafter referred as the "Participants"),

COMMITTED to establishing a relationship of friendship and trust founded on the principles of equality, mutual benefit and win-win cooperation;

ACKNOWLEDGING the strategic importance of enhancing cooperation between the Participants to expand two-way trade and investment promotion between the two jurisdictions;

HEREBY declare their intent to establish a framework for cooperation and communication, and have come to the following understanding:

COOPERATION FRAMEWORK:

1. To facilitate direct government-to-government dialogue and business-to-business contacts, the Participants have a shared intent to:
 - a) Encourage high-level visits by government leaders to broaden and enhance communication and cooperation between the Participants;
 - b) Encourage two-way trade and investment missions by business enterprises and their participation in trade and investment promotion forums, which may include match-making activities to enhance information exchange, foster mutual cooperation, and create a win-win environment.
 - c) Establish a joint action plan to promote mutually beneficial trade and investment between the jurisdictions in priority sectors; and
 - d) Meet annually to review progress on the joint action plan and discuss new opportunities for cooperation.

AREAS OF COOPERATION:

2. The Participants will work in collaboration to identify complementary sectors for inclusion in the joint action plan. The action plan will be completed within six months of the signing of this Memorandum of Understanding, and will be set out in an Appendix 1 and incorporated into this Memorandum of Understanding. Initial priority sectors to be considered for cooperation include:
 - a) Energy, including clean energy and related technologies;
 - b) Tourism;
 - c) Logistics, including port and air logistics;
 - d) Services, including professional services; and
 - e) Agri-foods, natural resources, forestry, wood products, and other sectors.

DESIGNATED REPRESENTATIVES:

3. The Participants will each designate a representative for the coordination and efficient management of the cooperative activities under this Memorandum of Understanding and advise the other Participant as soon as possible.

RESPONSIBILITIES AND OTHER CONSIDERATIONS:

4. Each of the Participants will conduct the cooperative activities under this Memorandum of Understanding at its discretion, subject to the availability of resources of the Participant.
5. This Memorandum of Understanding does not create any legal, contractual or financial rights or obligations for each of the Participants.
6. The Participants will settle any difference in relation to this Memorandum of Understanding, including any question regarding its existence, validity, termination, interpretation or application, amicably by consensus and consultation between them.

EFFECTIVE TERM:

7. This Memorandum of Understanding:
 - a) is effective on the date of execution and remains in effect for three (3) years;
 - b) may be modified, including extended, by agreement in writing signed by the Participants; and
 - c) may be terminated by either of the Participants by giving one month prior notice in writing.

SIGNED IN DUPLICATE ON THIS TWENTY-FIFTH DAY OF NOVEMBER, 2013 AT CHONGQING, CHINA,
IN THE CHINESE AND ENGLISH LANGUAGES, EACH VERSION BEING EQUALLY VALID.

中国重庆市对外贸易经济委员会 加拿大不列颠哥伦比亚省国际贸易厅 促进双边贸易投资合作协议

中方：中国重庆市对外贸易经济委员会

加方：加拿大不列颠哥伦比亚省国际贸易厅

中国重庆市对外贸易经济委员会与加拿大不列颠哥伦比亚省国际贸易厅本着平等互利、合作共赢的原则，经友好协商，同意共同寻求建立友好、信任的合作关系。

双方一致同意，加强双方合作对促进双边投资贸易具有重要战略意义。现就双方未来交流、合作框架等事项达成协议如下：

合作框架：

- 为促进双方政府间的直接对话，及双方商业的直接联系，双方均同意：
 - 鼓励市省政府高层互访。推动双方市（省）领导人互访活动，拓宽市省间交流与合作空间。
 - 鼓励双方企业参与贸易投资交流活动及经贸交流论坛。鼓励企业参与商务交流配对活动，以提高信息交流、促进共同合作、创造双赢的氛围。
 - 建立联合行动计划。建立联合行动计划，促进双方辖区内优先行业的贸易和投资，以达到共赢的目的。
 - 建立年度检讨制度。建立针对联合行动计划的年度检讨制度，对联合行动计划进行年度检讨，并讨论新的合作机会。

合作领域

- 双方共同合作商讨，确定可列入联合行动计划的、可形成互补的行业。行动计划将会在本合作协议签署后的六个月内完成，并以附件的形式成为本协议的一部分。初期建议主要合作领域如下：
 - 能源产业。
 - 旅游业。
 - 商贸物流业。包括港口物流、航空物流等
 - 服务业。包括专业服务
 - 双方还将在农业、自然资源、林业及木制品等领域开展合作。

指定代表

- 为了能够更好地配合、管理本协议下的合作活动，并与另一方及时沟通，双方将各指定一位代表进行沟通管理工作。

双方职责及其他

- 双方根据其可利用资源的现况，慎重安排组织本合作协议下的合作活动。
- 本合作协议不代表任何一方将会随之产生法律、合约或财务相关的权利和义务。
- 双方将通过友好协商达成一致，共同解决与本协议相关的任何异议，包括关于本协议的存在、有效性、终止，及对本协议的解释和应用。

有效期限

- 本合作协议
 - 自执行日期起开始生效，有效期三（3）年；
 - 经双方书面签署同意，可被修改，包括延期；
 - 可在任一方提前一个月书面通知的情况下终止。

本协议于二〇一三年十一月二十五日在中国重庆签署。本协议中文、英文版本一式两份，具有同等法律效力。

MEMORANDUM OF UNDERSTANDING
ON
TWO-WAY INVESTMENT AND TRADE PROMOTION COOPERATION
BETWEEN
SICHUAN PROVINCIAL DEPARTMENT OF COMMERCE
OF THE PEOPLE'S REPUBLIC OF CHINA
AND THE
MINISTRY OF INTERNATIONAL TRADE
OF THE PROVINCE OF BRITISH COLUMBIA, CANADA

The Sichuan Provincial Department of Commerce and the British Columbia Ministry of International Trade (hereinafter referred as the "Participants") reaffirm the existing cooperative relationship to expand two-way investment and trade promotion between our two jurisdictions.

The objective of this Memorandum of Understanding is to identify areas of enhanced cooperation in both Sichuan's investments in and exports to British Columbia and British Columbia's investment in and exports to Sichuan.

The Participants have hereby come to the following understanding:

A. Information Exchange and Introduction to Potential Investors

The Participants will jointly promote information exchange, in accordance with their respective mandates, with a view to sharing the following information:

- 1) Investment and trade policies and regulations;
- 2) Investment environment;
- 3) Two-way investment and trade promotion activities;
- 4) Other investment and trade promotion initiatives as determined by the Participants; and
- 5) As appropriate, information and services to each other's investors and their partners.

B. Investment and Trade Promotion Activities

The Participants may from time to time mutually consent to cooperate on investment and trade promotional activities, in accordance with their respective mandates, in the areas of:

- 1) Exchanging company information and contacts;
- 2) Exchanging invitations to investment and trade seminars;
- 3) Organizing two-way investment and trade promotion missions;
- 4) Exchanging invitations to investment and trade fairs and expositions;
- 5) Establishing links between the investment and trade websites of the Participants; and
- 6) Organizing internet-based investment and trade promotion activities.

C. Industry Sector Priorities for Two-Way Investment

Priority industry sectors for two-way investment will be reviewed and updated annually by the Participants.

Initial priority sectors for the attraction of investment to Sichuan from British Columbia include:

- 1) Natural resources;
- 2) Technology, including ICT;
- 3) Manufacturing;
- 4) Tourism;
- 5) Life sciences; and
- 6) Services.

Initial priority sectors for the attraction of investment to British Columbia from Sichuan include:

- 1) Natural resources;
- 2) Technology including ICT;
- 3) Manufacturing;
- 4) Transportation infrastructure;
- 5) Tourism; and
- 6) Life sciences.

D. Annual Meetings

The Participants will meet annually to review progress and discuss new opportunities for two-way investment and trade cooperation. These annual meetings will allow participants to discuss and establish an annual work-plan, which will form part of the Memorandum of Understanding, to promote foreign direct investment and trade between Sichuan and British Columbia, and between British Columbia and Sichuan.

E. Responsibilities and Other Considerations

Each of the Participants will conduct the cooperative activities under this Memorandum of Understanding at its discretion, subject to the available of resources of the Participant.

This Memorandum of Understanding does not create a partnership between the Participants, nor demonstrate an intention to enter into a partnership, nor create any legal, contractual or financial rights or obligations for each of the Participants.

The Participants will settle any difference in relation to this Memorandum of Understanding, including any question regarding its existence, validity, termination, interpretation or application, amicably by consensus and consultation between them.

F. Effective Term

This Memorandum of Understanding:

- 1) is effective on the date of execution and remains in effect for five (5) years;
- 2) may be modified, including extended, by agreement in writing signed by the Participants; and
- 3) may be terminated by either of the Participants by giving one month written notice to the other Participant.

SIGNED IN DUPLICATE THIS TWENTY-FORTH DAY OF NOVEMBER, 2013, AT CHENGDU, CHINA,
IN THE ENGLISH AND CHINESE LANGUAGES, EACH VERSION BEING EQUALLY VALID.

MEMORANDUM OF UNDERSTANDING
ON
TWO-WAY INVESTMENT AND TRADE PROMOTION COOPERATION
BETWEEN
SICHUAN PROVINCIAL DEPARTMENT OF COMMERCE
OF THE PEOPLE'S REPUBLIC OF CHINA
AND THE
MINISTRY OF INTERNATIONAL TRADE
OF THE PROVINCE OF BRITISH COLUMBIA, CANADA

Appendix: 2013-2014 Work Plan

To mark the signing of the Memorandum of Understanding, the Participants have jointly decided to undertake the following activities:

- 1) Jointly organize at least one Sichuan - British Columbia Trade and Investment Forum.
- 2) Recruit business delegations to attend seminars and exhibitions hosted or sponsored by each other Participant, with the intent of bringing Sichuan and British Columbian companies together to explore investment and trade opportunities.
- 3) Set up hotlinks on each other's websites.

中华人民共和国四川省商务厅 加拿大不列颠哥伦比亚省国际贸易厅 双向投资与贸易促进合作 谅解备忘录

中华人民共和国四川省商务厅和加拿大不列颠哥伦比亚省国际贸易厅（以下简称“双方”）重申两省在双向投资与贸易促进方面存在着良好的合作关系，并将进一步加强双方的交流与合作。

本合作谅解备忘录旨在进一步明确不列颠哥伦比亚省对四川省和四川省对不列颠哥伦比亚省投资合作的有关领域及开展投资与贸易促进活动的相关事宜。

双方同意如下：

一、信息交流与潜在投资者的推介

在各自职责范围内，双方将推动建立畅通的信息交流渠道，以充分沟通以下信息：

- 1、投资和贸易政策和法律法规
- 2、投资环境
- 3、双向投资和贸易促进活动
- 4、双方共同决定、接受和认可的其他投资贸易促进活动
- 5、双方将为对方的投资者与投资合作伙伴提供所必要的信息与服务

二、投资贸易促进活动

在各自职责范围内，双方经常性地决定和同意合作开展以下领域的投资贸易促进活动：

- 1、交换有关公司的信息与联系方式
- 2、互相邀请参加投资贸易促进研讨会
- 3、组织双向投资贸易促进访问活动
- 4、互相邀请参加投资贸易洽谈会和展会
- 5、双方的投资贸易网站互设链接
- 6、举办各种网上投资贸易促进活动

三、双向投资重点领域

双方每年将审查与更新双向投资重点领域，目前包括：

（一）四川省希望吸收来自不列颠哥伦比亚省投资的重点领域：

- 1、自然资源
- 2、技术，包括信息与通信技术
- 3、制造业
- 4、旅游
- 5、生命科学
- 6、服务业

（二）不列颠哥伦比亚省希望吸收来自四川省投资的重点领域：

- 1、自然资源
- 2、技术，包括信息与通信技术
- 3、制造业
- 4、交通基础设施
- 5、旅游
- 6、生命科学

四、年度会晤

双方每年将举行会晤，回顾工作进展，讨论下阶段双向投资与贸易合作。双方通过此类会晤讨论，建立年度工作安排，并作为本合作谅解备忘录的组成部分，以进一步促进四川省和不列颠哥伦比亚省之间的外商直接投资和贸易合作。

五、双方责任及其他

双方根据其可利用资源的现况，酌情安排本合作谅解备忘录下的合作活动。

本合作谅解备忘录既不代表协议双方已建立合作伙伴关系或是准备建立合作伙伴关系，也不代表任何一方应承担任何与法律、合约或财务相关的权利和义务。

双方将通过友好协商达成一致，共同解决与本合作谅解备忘录相关的任何异议，包括关于其存在、有效性、终止，及对其解释和应用。

六、有效期限

本合作谅解备忘录

- （一）自签订之日起生效，有效期五（5）年
- （二）经双方书面同意，可被修改，包括延期
- （三）可在任一方提前一个月书面通知的情况下终止

本份备忘录于二〇一三年十一月二十四日在中国成都签订，一式两份，每份均用中文与英文写成，两种文本具有同等效力。

附件：2013-2014年工作计划

在签署本合作谅解备忘录的基础上，双方共同决定采取以下行动：

1. 双方每年共同举办最少一场四川—不列颠哥伦比亚贸易投资论坛
2. 为使四川省和不列颠哥伦比亚省的企业聚集在一起共同探讨投资和贸易机会，双方将组织并派出企业代表团参加各自主办或支持的研讨会、博览会
3. 在双方的网站上互相设立链接