

**MEMORANDUM OF UNDERSTANDING ON PLANNING
FOR COOPERATION**

between

THE STATE OF TASMANIA, AUSTRALIA

and

CHINA DEVELOPMENT BANK CORPORATION

(11/2014)

(Canberra, Australia)

This Memorandum of Understanding (MOU) is entered into by and between the Parties as follows:

The State of Tasmania, Australia (hereinafter referred to as “TAS”), a state government of Australia, acting through the Department of State Growth, located at:

22 Elizabeth Street
Hobart
Tasmania, Australia

And

China Development Bank Corporation (hereinafter referred to as “CDB”), a company established under the Laws of the People’s Republic of China, with its headquarters located at:

No.29, Fuchengmenwai Street
Xicheng District
Beijing
P.R.C

After friendly consultation, the Parties have reached the following MOU regarding planning cooperation:

Article 1 Purpose of Cooperation

The Parties agree to establish a strategic cooperation relationship in planning and choose key areas to implement the planning cooperation in order to achieve sustainable economic development of the two parties, and to strengthen economic cooperation between the two parties, and to stimulate enterprises of the two parties to cooperate effectively.

Article 2 Principles of Cooperation

2.1 The Parties shall cooperate on the basis of equality, openness, mutual respect and mutual benefit.

2.2 The Parties shall strictly abide by and comply with the relevant laws, regulations, policies and other relevant requirements of PRC and Australia in the process of the cooperation contemplated hereunder.

2.3 The parties shall establish an initial planning for cooperation as a guidance in jointly choosing key areas to receive support in order to establish an effective mechanism for promoting bilateral cooperation in investment financing.

Article 3 Contents of Cooperation

3.1 The Parties shall cooperate in the planning of investment financing. The areas of cooperation shall include without limitation: mining, agriculture, tourism and infrastructure. Details of cooperation in each such industry shall be further specified in a subordinate agreement or commercial agreement, to be reached by the Parties or by the designees of the Parties, or by other means, if necessary.

3.2 The Parties shall actively get their relevant government agencies to cooperate and develop planning research of key areas of investment financing.

3.3 The Parties shall design and develop a cooperation platform for enterprises of the two countries and provide solutions related to bottle necks in the cooperation while jointly strategizing and choosing projects of importance and implementing those key projects of importance.

Article 4 Cooperation Mechanism

4.1 The Tasmanian Department of State Growth confirms that it is the lead contact department designated by the Tasmanian Government for the planning cooperation with CDB, and it represents the Tasmanian Government, and is responsible for the execution of MOU and to liaise and facilitate the cooperation contemplated herein.

4.2 A Joint Sino-Australian Committee for Planning and Development (“the Committee”) shall be established by the two Parties, with Australian members of the Committee being appointed by TAS, representing relevant TAS agencies, and Chinese members appointed by CDB representing relevant Chinese ministries/commissions and related business departments of CDB. The Committee shall appoint two members as coordinators, each of whom is responsible for the members from his/her country with respect to organizing and convening meetings on irregular basis as determined by the Committee, arranging for communication and coordination between the two parties, as well as following up and ensuring the smooth progress of all matters as agreed herein.

4.3 The Parties shall be responsible respectively for organizing and coordinating planning study and project development, by utilizing of their respective organizational and professional advantages, and by organizing local government agencies, research institutes and enterprises etc. to join the planning cooperation with respect to those key areas as stipulated herein. The Parties shall each invite enterprises in its respective country in China or in Australia to participate in jointly organized conferences in terms of the key cooperating area.

4.4 The Parties will work together to determine major priority projects, and CDB will actively provide financing support to projects which satisfy its lending policies and requirements. TAS shall provide facilitation and assistance for Chinese enterprises to participate in the relevant projects.

4.5 CDB will leverage its planning expertise and methodology, to establish a planning expert team to communicate with relevant departments of Tasmanian Government. Depending on the need, CDB will engage third party experts to participate in the expert team to communicate with relevant departments and enterprises of Tasmania in order to provide consulting services related to the planning cooperation of the Parties, and CDB will bear the costs associated with such experts.

4.6 Each Party shall timely inform the other party with respect to policies, laws, information of the enterprises and projects etc as necessary for facilitating investment financing cooperation.

4.7 The parties agree that prior to any official visit they will discuss and agree the purpose, duration and expected outcomes of the proposed official visit so as to ensure the visit delivers the maximum benefit for the cooperative relationship.

4.8 Each party shall be responsible for arranging local ground transportation, meeting venues and appropriate hospitality during official visits to China or Tasmania by the other party.

Article 5 Intellectual Property

5.1 The title to, and property in all material developed by the Parties pursuant to this MOU vests in the Party that developed it, but that material must remain readily available to the other Party to facilitate the cooperation proposed by this MOU.

5.2 Each Party must ensure that the other Party's material is used, copied supplied or reproduced only for the purposes of this MOU.

Article 6 Confidentiality

The Parties agree that neither Party shall disclose the content of this MOU or the content of any other agreements or documents generated or communicated between the Parties pursuant to this MOU without prior written consent of the other Party except where such disclosure is required under the laws and regulations of Australia and PRC, or by governmental agencies, judiciaries or regulatory agencies, or demanded by the third party experts engaged by CDB for the purpose of providing consulting services to the TAS.

Article 7 Resolution of Disputes

All disputes arising in the course of interpretation and implementation of this MOU shall be resolved by the Parties based on the principle of friendly negotiations.

Article 8 Amendment

Any amendment to any term of this MOU is subject to agreement of the Parties and shall be made in writing.

Article 9 Effectiveness and Duration

9.1 This MOU shall come into force on the date it is signed by the authorized representatives of the Parties.

9.2 This MOU shall be valid for a period of 3 years from the date of execution hereof, and upon expiry, it may be renewed for another 3 year period upon further negotiation and agreement in writing signed by the Parties.

9.3 This MOU is made in Chinese and English, each in 2 copies, with 2 copies for each Party. The English version and the Chinese version are equally authentic. If there is any inconsistency between the English and Chinese versions, the English version shall prevail.

Article 10 Non-Binding

This MOU represents an intent of cooperation of the Parties only and shall not be promises of the Parties with the exception of Article 5 and Article 6. Under the terms of this MOU, the Parties or the designee of each Party may execute further specific memoranda and subordinate agreements on specific planning areas or certain projects or, enter into commercial agreements on specific projects.

Article 11 Miscellaneous

11.1 When the TAS planning cooperation delegation comes to China, its members shall include high-level officials in government agencies overseeing each field of planning, executives of relevant companies, leaders of relevant working teams and contact persons for each area of planning.

11.2 Any issue not covered by this MOU may be subsequently negotiated and agreed by the Parties in writing as a supplement hereof. Any supplementary agreement shall be an integral part of this MOU.

Article 12 Contact Details

All correspondence and notices pursuant to this MOU shall be deemed to have been properly given if delivered in writing to the offices or addresses hereunder:

1) For the Government of Tasmania

The Secretary

Department of State Growth

GPO Box 536

HOBART TAS 7001

AUSTRALIA

Legal Representative: Will Hodgman

Contact Person: Jonathan Wood

Tel: +61 3 61655211

Fax: + 61 3 6233 5800

2) For China Development Bank Corporation

No.29, Fuchengmenwai Street

Xicheng District

Beijing

P.R.C

Legal Representative: HU Huaibang

Contact Person: Chen Jizhong

Tel: 86-21-3878-4999

Fax: 86-21-5888-3659

Any change to the above address or contact person by either Party shall be notified to the other Party in writing.

SIGNATURE PAGE

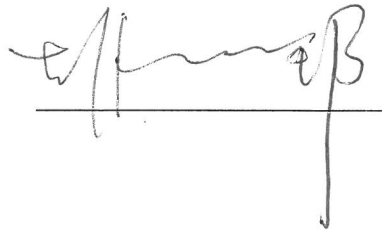
IN WITNESS WHEREOF, the undersigned, being the duly nominated and authorized representatives of the Parties, have signed this MOU.

THUS DONE AND SIGNED at Australia on November 17th of 2014.

This MOU is made in Chinese and English, each in 2 copies, with 2 copies for each Party. The English version and the Chinese version are equally authentic. If there is any inconsistency between the English and Chinese versions, the English version shall prevail.



For and on behalf of TAS Australia



For and on behalf of CDB

澳大利亚塔斯马尼亚州

中国国家开发银行股份有限公司

规划合作谅解备忘录

2014 年 11 月

澳大利亚 堪培拉

本规划合作谅解备忘录由

澳大利亚塔斯马尼亚州（以下简称“TAS”，为澳大利亚的一个州政府，经由州发展部代表，位于澳大利亚塔斯马尼亚州霍巴特市伊丽莎白大街 22 号）

与

中国国家开发银行股份有限公司（以下简称“CDB”，依据中华人民共和国法律成立，总行位于中国北京市西城区阜成门外大街 29 号）签订。

双方经友好协商，就规划合作达成如下谅解备忘录：

1. 合作目的

双方同意建立规划战略合作关系，选定合作重点并联合开展规划合作，旨在实现双方经济可持续发展，促进双方经贸合作，推动双方企业有效合作。

2. 合作原则

2.1 双方应在平等开放、相互尊重和互惠互利基础上开展合作。

2.2 双方在开展本协议合作过程中，应严格遵守中国和澳大利亚法律法规和政策等相关规定。

2.3 双方以规划合作先行为导向，共同确定重点支持领域，建立促进双边投融资规划合作的体制和机制。

3. 合作内容

3.1 双方开展投融资规划合作，合作领域包括但不限于：矿产、农业、旅游业、基础设施等行业。各行业的具体合作内容在有此需要时，双方或双方各自指定的一方可以通过签署补充协议或其他方式进一步明确。

3.2 双方各自推动本国政府有关部门合作开展重点领域的投融资规划研究。

3.3 双方共同设计并搭建两国企业合作平台，针对两国企业合作瓶颈提出对策，并合作策划选择重大项目且促进实施。

4. 合作机制

4.1 塔斯马尼亚州发展部确认其为塔斯马尼亚州政府指定的作为与 CDB 进行规划合作中的牵头联络部门，代表塔斯马尼亚州政府，统一负责本谅解备忘录的签订及协议项下合作事项的联络、推动事宜。

4.2 双方共同组建“中澳联合规划开发委员会”（以下简称“委员会”），委员会澳方成员由塔斯马尼亚州指定，代表相关单位；委员会中方成员由国家开发银行指定，代表相关单位。委员会分别指定两位成员分别出任各方召集人，成员由双方选派人员组成，不定期召开会议，沟通信息、交换意见，确保本协议项下各项事宜的顺利进行。

4.3 双方分工负责合作领域的规划研究、项目推介工作，并发挥各自的组织优势和专业优势，组织本国政府部门、研究机构、企业等参与重点领域规划合作。针对重点合作领域，双方共同组织召开两国企业对接会。

4.4 双方共同确定优先发展的重大项目，CDB 将积极对符合其信贷政策和要求的项目提供融资支持。TAS 应为中国企业参与相关项目提供便利和协助。

4.5 根据需要，CDB 将聘请第三方专家组建规划专家团队与塔斯马尼亚州政府部门、企业等相关部门开展沟通与交流，为双方规划合作提供咨询顾问服务。这些专家的顾问费用由 CDB 承担。

4.6 双方应向对方及时提供为促进规划合作所需要的本国政策、法律、企业、项目等信息资料。

4.7 双方同意在每次官方访问之前，双方应就访问目的、访问期限和期望成果进行讨论并达成一致，以确保访问达到最佳效果。

4.8 双方应该为彼此在中国或塔斯马尼亚州的官方访问提供地面交通、会议场所以及适当的接待安排。

5. 知识产权

5.1 该谅解备忘录框架下所有材料的冠名权和知识产权属于材料编写方，但双方须保证这些材料可及时提供对方使用，以确保本谅解备忘录提出的合作能够顺利进行。

5.2 双方必须保证对方的资料仅为了本谅解备忘录的合作目的被使用、复印、提供和复制。

6. 保密

双方同意一方未经另一方事前书面同意，不得披露本谅解备忘录的内容以及双方根据本谅解备忘录所形成或交换的任何其它协议或文件的内容，但根据澳大利亚和中国法律法规、国家政府、司法部门及监管部门要求必须进行披露的，以及为满足 CDB 聘请第三方专家为 TAS 政府提供咨询顾问服务需要的除外。

7. 争议解决

双方应本着友好协商的原则解决本谅解备忘录的解释和执行过

程中所发生的一切争议。

8. 修订

对于本谅解备忘录任一条款的修订均需双方同意，并以书面形式进行。

9. 生效和期限

9.1 本谅解备忘录自双方有权签字人签署之日起生效。

9.2 本谅解备忘录自签署之日起有效期 3 年，有效期届满后，如经双方进一步协商一致及书面签署后可继续延长 3 年。

9.3 本谅解备忘录以中英文书就，一式 2 份，双方各持 2 份，中文版本和英文版本都具备同等效力，如中文版本和英文版本不一致，以英文版本为准。

10. 不具约束力

本谅解备忘录仅代表双方合作意向，除第 5、第 6 条款外对协议双方不构成承诺。双方或双方各自指定的一方可能将根据本谅解备忘录的条款，就具体规划领域或特定项目进一步签署具体备忘录和协议，或涉及具体项目的商业协议。

11. 其他事项

11.1 当塔斯马尼亚州规划合作代表团访华，其参与成员将包括各规划领域对应政府部门高级官员及有关企业负责人、工作团队负责人及各规划领域的联系人。

11.2 本谅解备忘录中的未尽事宜，双方可在后续磋商中以书面方式进行补充约定。任何补充协议均为本谅解备忘录的组成部分。

12. 联系人条款

本谅解备忘录项下所有联系和通知若以书面方式递送至以下地址则被认为是正式的：

1) 塔斯马尼亚州政府

州发展部部长

地址：澳大利亚塔斯马尼亚州霍巴特市 7001 普通邮政信箱 536

授权代表人：Will Hodgman

联系人：Jonathan Wood

电话：+61 3 61655211

传真：+ 61 3 6233 5800

2) 中国国家开发银行

地址：中国北京市西城区阜成门外大街 29 号

法定代表人：胡怀邦

联系人：陈继忠

电话：86-21-3878-4999

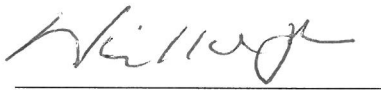
传真：86-21-5888-3659

任何一方变更上述地址或联系人的，应书面通知对方。

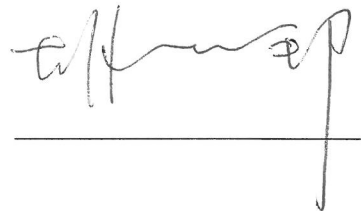
签字页

在见证之下，下述签字人是协议双方各自提名和授权的签署本谅解备忘录的代表。

于 2014 年 11 月 17 日在澳大利亚以中英文签署。本谅解备忘录以中英文书就，一式 2 份，双方各持 2 份，中文版本和英文版本都具备同等效力，如中文版本和英文版本不一致，以英文版本为准。



澳大利亚塔斯马尼亚州政府代表



国家开发银行代表