

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA

AND

**THE NATIONAL NATURAL SCIENCE FOUNDATION OF
THE PEOPLE'S REPUBLIC OF CHINA**

FOR COOPERATION IN ENERGY-RELATED SCIENCES

The Department of Energy of the United States of America and the National Natural Science Foundation of the People's Republic of China (hereinafter referred to as the "Participants"):

Noting the Agreement between the Government of the United States of America and the Government of the People's Republic of China on Cooperation in Science and Technology, signed at Washington January 31, 1979, as amended and extended; and

Desiring to encourage cooperation in research and development in a broad range of energy related sciences, to advance scientific discoveries and promote scientific and technological cooperation beneficial to both Participants,

Have reached the following understanding:

Section 1

THE PARTICIPANTS

1. The National Natural Science Foundation of China, a public institution in charge of managing the National Natural Science Fund of China under the State Council of the People's Republic of China, describes its role as: effectively uses the National Natural Science Fund, supports basic research, upholds free exploration, plays a leading role, identifies and fosters scientific talents, promotes advances in science and technology and coordinated economic and social development, in accordance with the Government's guiding principles, policies and plans for the national development of science and technology.
2. The mission of the U.S. Department of Energy is to ensure America's security and prosperity by addressing its energy, environmental and nuclear challenges through transformative science and technology solutions.

Section 2

OBJECTIVE AND SCOPE

The objective of this Memorandum of Understanding (MOU) is to promote scientific and technological cooperation for peaceful purposes between the Participants in high energy physics, nuclear physics, fusion energy sciences, and environmental science research and development in order to enhance the Participants' capabilities to make positive contributions in these scientific fields for their mutual benefit.

Section 3

FORMS OF COOPERATION

Planned forms of cooperation under this MOU may include planning of: joint or cooperative research projects and programs; exchange of technical information, data and experience; exchange of technical and managerial personnel for visits and short-term assignments; exchange of equipment, materials and instrumentation; joint conferences, seminars or workshops; and such other forms of cooperation as the Participants may decide in writing.

Section 4

IMPLEMENTATION

Cooperative activities under this MOU may be undertaken by the Participants or, as appropriate, by other institutions approved by the respective Participants. Each

cooperative activity that may involve the sharing of costs or that may give rise to the creation of intellectual property should be set forth in an appropriate written cooperative agreement between the participants or project implementing agencies; and should include, as needed, provisions concerning exchange of personnel, transfer of equipment and materials, the protection and allocation of intellectual property, and related matters.

Section 5 MANAGEMENT

1. Each Participant intends to designate a Principal Coordinator to supervise activities under this MOU. The Principal Coordinators may jointly plan and coordinate cooperative activities, and co-chair joint meetings. Each Principal Coordinator may appoint a Technical Coordinator for each cooperative activity.
2. The Principal Coordinators may invite representatives of other organizations within their respective countries to attend meetings and to serve as advisors to assist in the planning of meetings and evaluating the progress of cooperative activities under this MOU.

Section 6 ADDITIONAL ORGANIZATIONS

The Participants may each invite additional organizations in the public and private sectors within their respective countries to participate in cooperative activities under this MOU, at those organizations' own expense and subject to such other terms and conditions as the Participants may specify.

Section 7 GENERAL CONSIDERATIONS

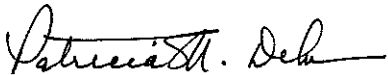
1. This MOU does not create any legally binding obligations between the Participants.
2. Each Participant should conduct the activities carried out under this MOU in accordance with the laws and regulations to which it is subject, and subject to the availability of personnel, appropriated funds, and other resources.
3. Unless otherwise decided in writing, all costs resulting from collaboration under this MOU are to be the responsibility of the Participant that incurs them.

Section 8
COMMENCEMENT, MODIFICATION, AND DISCONTINUATION

1. Cooperative activities under this MOU may commence upon signature by the Participants and continue until one or both Participants wishes to discontinue its participation in the activities contemplated by this MOU.
2. This MOU may be modified by written consent of the Participants.

Signed, in duplicate, in the English and Chinese languages.

FOR THE DEPARTMENT OF ENERGY OF THE
UNITED STATES OF AMERICA:



Date: 2/19/2014
Place: Washington

FOR THE NATIONAL NATURAL SCIENCE
FOUNDATION OF THE PEOPLE'S REPUBLIC
OF CHINA:



Date: 4/16/2014
Place: Beijing