

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
FRESNO WORKS  
AND  
CHINA RAILWAY TEAM**

The Memorandum of Understanding (MOU) is entered into by and between Fresno Works and the China Railway Team (referred to herein individually as a PARTY and collectively as the "PARTIES" to this MOU), regarding establishing and developing long-term cooperation in the field of high-speed rail transportation and exchange of information relative to the planning, technical standards, procurement, funding and operation, in accordance with their common interests.

Both of them, on behalf of the organizations they represent, and with the proper authorization to do so, hereby establish this MOU between the aforementioned entities, for, among others in accordance with the following clauses:

**PURPOSE AND SCOPE OF COOPERATION**

The parties declare their interest in establishing and developing long-term cooperation in the field of high-speed rail transportation and exchange of information relative to the planning, technical standards, procurement, funding and operation, in accordance with their common interests.

**EXCHANGE AND INFORMATION ANALYSIS**

This MOU calls for the signing parties to exchange information relating to high-speed rail transportation. When considered useful to both Parties, each Party shall comment on the information provided by the other Party, subject to personnel availability and budgetary sources. In this way, each Party is expected to benefit from the exchange of information regarding the latest developments in the field of high speed rail transportation.

**TERMINATION**

Each party may terminate this MOU by giving ten days or prior notice to the other Party.

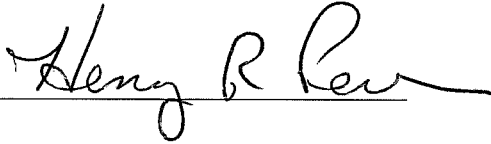
**LIMITATION**

This MOU calls for a voluntary exchange of public information that is not prohibited by law. This MOU does not constitute an agreement for the provision of goods or services in exchange for compensation, nor does it represent any commitment for a future agreement of that sort. This MOU is not an exclusive agreement, and each Party may enter into similar agreements with other entities with interest and expertise in high-speed rail transportation.

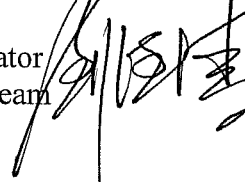
CONFIDENTIALITY

No information considered confidential shall be released to the other Party unless the other Party is given prior notice on the confidentiality of such information and agrees beforehand to accept such information subject to the assertion of confidentiality. This provision is intended to give the receiving Party an opportunity to determine whether its internal laws allow it to maintain the confidentiality of such information.

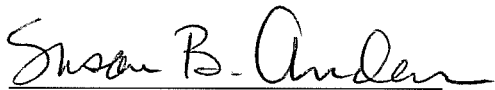
Signed at 2 p.m on 1.15.11 in two originals, one in English and one in the Chinese language, each text being equally authentic.



Supervisor Henry Perea  
Co-Chairperson  
Fresno Works  
County of Fresno



Liu Lianqing  
General Coordinator  
China Railway Team  
&  
Director General  
Sino-US Railway Projects Working  
Group



Supervisor Susan B. Anderson  
Co-Chairperson  
Fresno Works  
County of Fresno

# Fresno Works 与中国铁路团队谅解备忘录

本谅解备忘录（MOU）由 Fresno Works 和中国铁路团队（以下单指“一方”，合称“双方”）之间达成，旨在建立和发展高速铁路领域长期合作关系，并为了双方的共同利益，交流有关规划、技术标准、采购、融资和运营方面的信息。双方经正式授权，代表各自单位，特此达成上述实体之间的 MOU，具体条款如下：

## 一、目的及合作范围

双方表达了建立和发展高速铁路领域长期合作关系、为了双方共同利益交流有关规划、技术标准、采购、融资和运营方面信息的意愿。

## 二、交流和信息分析

本 MOU 要求签字双方就高铁交通有关的信息进行交流。当认为该等信息对双方有价值时，一方应根据其人员、预算资源是否足够，对另一方提供的信息发表意见。通过这种方式，双方将从就高铁领域最新发展的信息交流中获益。

## 三、终止

任何一方可在提前给予另一方十（10）天通知后，终止本 MOU。

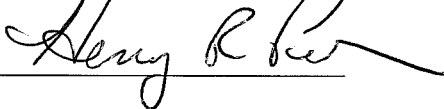
## 四、限制

本 MOU 里的信息交流为公共信息的自愿交流，不应违反法律规定。本 MOU 不构成对交流进行补偿而提供商品或服务的协议，同时也不承诺将来达成任何该等协议。本 MOU 为非排他性协议，任何一方可与其他在高铁领域有兴趣和专长的实体签署类似 MOU。

## 五、保密性

除非给予另一方提前通知，告知另一方此等信息的机密性，且另一方在了解此等信息机密性后同意接受此等信息，一方不得向另一方释放任何机密信息。该条款的目的在于给予接受方机会来确定其国内法是否允许对此等信息进行保密。

本 MOU 于 2 p.m. 在 15.01.11 签署，共二份正本，一份中文，一份英文，两份文本具有同等效力。

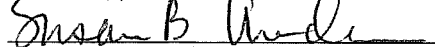


郡政府行政官 Henry Perea

联合主席

Fresno Works

Fresno 郡




Supervisor Susan B. Anderson

联合主席

Fresno Works

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刘涟清

中国铁路团队总协调人

中美铁路项目协调组组长