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**Memorandum of Understanding**  
**Between**  
**Friuli Venezia Giulia Region of the Republic of Italy**  
**and**  
**Shanghai Municipal Commission of Commerce of the People's Republic of**  
**China**  
**(Each a "Party" and collectively the "Parties")**

CONSIDERING the wish to further strengthen mutual ties in a spirit of solidarity and cooperation between the Parties and their respective citizens and businesses, with the objective of creating conditions for a close and long-lasting development;

CONSIDERING the scientific and technological cooperation agreement between the Government of the Republic of Italy and the Government of the People's Republic of China, signed in Beijing on the 9<sup>th</sup> of June 1998 and ratified in 2007;

WHEREAS the Parties have the willingness to consolidate long-lasting mutual collaboration in order to share economic and trade expertise, to encourage exchange of best practices, and to promote commercial development, in sectors such as industry, trade, logistics, research and innovation;

WHEREAS the Parties acknowledge the complementary nature of Friuli Venezia Giulia Region and Shanghai's economies;

THEREFORE, the Parties agree to enter into a Memorandum of Understanding (hereinafter MOU). This MOU shall apply in full compliance with both countries' current legal systems and legislation, as well as in accordance with international obligations, including those deriving from Italy's membership to the European Union, as established by article 117 of Italian Constitution and article 6 paragraph 2 of Law n.131/2003 (Legge La Loggia).

**Article One - Purpose**

1. The purpose of this MOU is to facilitate the further development and enhancement of economic and trade relations between the Region Friuli Venezia Giulia and Shanghai.

2. This MOU is not intended to create any legally binding obligations, and does not create any relationship of employment, agency, partnership or joint venture between the Parties.

### **Article Two - Implementation**

3. In their respective areas of competences, the Parties will encourage and support economic and trade cooperation and expertise exchange between themselves, and among public and private enterprises and organizations.
4. To that end, the Parties will seek cooperation for the following priority items:
  - a. Exchange of economic information ;
  - b. Conduct commercial and government missions and tours in the territory of the Parties, respectively, that target business and trade, education and training or technology;
  - c. Exchange information for professionals and experts in areas of competence of the Parties, for sharing of professional knowledge and development of best practices in commercial co-operation;
  - d. Under "Belt and Road" initiative, actively promoting cooperation among the Parties;
  - e. Conduct promotional events in the territory of the Parties, covering trade exhibitions, investment attractions and large scale economic projects.
5. Shanghai Foreign Investment Development Board (Shanghai Overseas Investment Development Board), directly affiliated to Shanghai Municipal Commission of Commerce, will strengthen cooperation and communication with Friuli Venezia Giulia Region to establish a two-way investment promotion service platform, and provide support and services to facilitate business in Friuli Venezia Giulia and Shanghai – access to project landing, innovation and incubation, information exchange and event promotion as appropriate.
6. The Parties will specify their respective departments responsible for the implementation of the MOU and provide each other with contact information to facilitate exchange and cooperation.

7. In order to facilitate the implementation of this MOU, the Parties agree on the establishment of close co-operation with UNIDO ITPO Italy and UNIDO ITPO Shanghai.

### **Article 3 – Areas of Cooperation**

8. The Parties agree to consider exchange and cooperation in the following priority economic and trade areas: port operation, logistics and maritime supply chain, smart cities, innovation and research, creative industry and design, bio-medical and healthcare, etc.
9. The Parties will strengthen the cooperation in the trade exhibitions, investment attraction and large economic projects; and support the companies from the region of Friuli Venezia Giulia to participate in the China International Import Exposition.
10. The Parties may consider other areas of economic and trade co-operation from time to time. Any modifications or integrations shall be possible only with the consent of both Parties and, with regards to the Italian side, in compliance with the procedures established by article 6, second paragraph, of the law n.131/2003, as followed for the adoption of the present Memorandum.

### **Article Four - Funding**

11. Unless otherwise agreed by the Parties, the Parties will be responsible for their own expenses arising from exchange and cooperation under this MOU.
12. All activities planned or arising from the implementation of the present document shall be financially covered, for the Italian part, by the Region's budget, thus providing no financial burden on the State.

### **Article Five – Communication and Notification**

13. The Parties will assign an overall programme coordinator respectively, who will be responsible for coordinating the implementation of the Memorandum and matters arising from it.
14. Any information shared should be treated with at least the same rules of confidentiality by both Parties.
15. The Parties will notify each other of the identity of their respective coordinators from time to time.

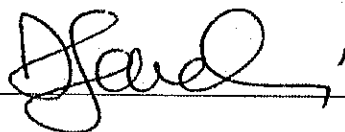
**Article Six – Term and Amendment**

16. This MOU will become effective on 6<sup>th</sup> December 2017 and will remain in effect three (3) years. The sign determines the validity of the present document, as initial term.
17. This MOU will be renewed for three successive years unless otherwise agreed by the Parties. Any renewal shall be communicated in accordance with national legislation.
18. A Party may terminate this MOU by giving twelve (12) months written notice to the other Party. Termination of this MOU will not affect the completion of activities initiated before the notification but not yet completed, unless otherwise decided by the Parties.
19. The Embassies of each country will be kept annually informed of the initiatives planned by the Parties in application of the present MOU, in each respective accredited territory.

This MOU is reached on December 6, 2017 in Shanghai in duplicate in the English and Chinese languages, both texts being equally authentic.

**Friuli Venezia Giulia Region**

  
**Shanghai Municipal Commission of Commerce**

  
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# 上海市商务委员会与意大利弗留利-威尼斯-朱利亚大区 关于建立经贸合作关系的备忘录

(双方以下单独称为“一方”，合称为“双方”)

基于双方和各自的公民和企业希望本着团结合作精神进一步加强相互关系，为长期密切发展创造条件。

基于中华人民共和国与意大利政府间于1998年6月9日签订、2007年批准的科学技术合作协定。

鉴于双方愿意巩固长期相互协作，以分享经济和贸易专长，鼓励最佳方案交流，促进工业、贸易、物流、研究和创新等部门的商业发展；

鉴于双方认识到弗留利-威尼斯-朱利亚大区和上海的经济互补性；

因此，双方同意签署谅解备忘录（以下称“备忘录”）。该备忘录须符合两国现行法律体系和立法，以及国际义务，其中包括意大利“宪法”第117条和第131/2003号法律第6条第2款所规定的意大利作为欧洲联盟成员的义务的内容。

## 第一条 目的

1. 本备忘录旨在促进意大利弗留利-威尼斯-朱利亚大区与上海进一步发展和加强经贸关系。

2. 本备忘录无意设立任何具有法律约束力的义务，双方之间不会产生任何雇佣、代理、合伙或合资关系。

## 第二条 合作实施

3. 在各自的职权范围内，双方鼓励并支持双方之间以及国有、私营企业及其他组织之间的经贸合作与专业技术交流。

4. 为达成此目的，双方将优先寻求以下合作事项：

(1) 交流经济信息；

(2) 在各自境内，就商业贸易、教育培训或技术，组织商务和政府代表团互访；

(3) 在双方职权范围内开展专业人员和专家的信息交流，以分享专业知识、制定商务合作最佳方案；

(4) 在“一带一路”倡议下，积极推进双方合作；

(5) 在双方境内开展推介活动，包括贸易展会、招商引资和大型经济项目。

5. 上海市外国投资促进中心（上海市对外投资促进中心）隶属于上海市商务委员会，是上海市专业的双向投资促进和贸易促进机构，将与意大利弗留利-威尼斯-朱利亚大区加强合作与交流，共同搭建双向投资促进服务平台，酌情在项目落地、创新孵化、信息互换与活动推广等领域，为两地企业提供支持和服务。

6. 双方为促进交流与合作，指定各自相关部门负责本备忘录的具体实施，并提供联系人信息。

7. 为推动本备忘录的实施，双方同意联合国工业发展组织意大利投资与技术促进办公室与联合国工业发展组织上海投资促进中心建立密切的合作关系。

### 第三条 合作领域

8. 双方同意将考虑在以下重点领域开展合作：港口运营、物流和海运供应链、智慧城市、创新和研究、创意产业与设计、生物医疗与保健等。

9. 双方将在贸易展会、招商引资和大型经贸项目方面加强合作，支持意大利弗留利-威尼斯-朱利亚大区企业参加“中国国际进口博览会”。

10. 双方可考虑其他业务领域的经济贸易合作。只在双方同意的情况下才可以进行任何修订或新增。对于意大利方面，对当前备忘录的修改，应遵守第 131/2003 号法律第 6 条第 2 款的规定。

#### **第四条 资金**

11. 除非双方另有协议，双方自行承担各自在本备忘录框架下合作与交流产生的费用。

12. 由于执行当前有效文件而计划或发生的所有活动，意大利方面将从大区预算内支出，因此不会给国家财政带来负担。

#### **第五条 沟通与通知**

13. 双方将各自任命一名合作总体方案协调员，负责协调执行本备忘录及其相关事项的执行。

14. 双方应按至少与对方相同的保密规则处理任何共享的信息。

15. 双方将不时地告知各自协调员的身份。

#### **第六条 有效期与修订**

16. 本备忘录自 2017 年 12 月 6 日起生效，有效期 3 年。本文件以签署为正式生效条件且作为初始期限。

17. 备忘录到期后，若非双方另有约定，自动延期 3 年。每次续期应在符合国家法律的前提下进行沟通。

18. 一方可在提前十二（12）个月书面通知另一方的情况下终止本备忘录。终止本备忘录不会影响书面通知前发起但尚未完

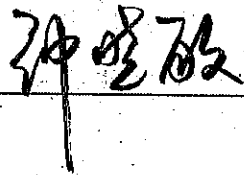
成的活动，除非双方另有决定。

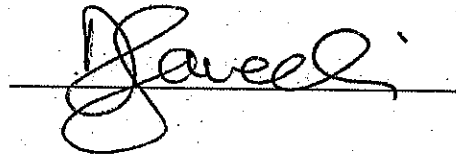
19. 双方计划在当前备忘录框架下在各自境内实施的有关举措，应按年度通知各自的大使馆。

本备忘录于2017年12月6日在上海订立，中文和英文各一式两份，两份文本具有同等效力。

上海市商务委员会

意大利弗留利-威尼斯-朱利亚大区

  
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