Governor Rick Snyder
November 16, 2016
Daily Briefing

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^RDS will not be signing

Note: Updates to previously sent briefings highlighted within

November 16, 2016
Wednesday

All Day — **RDS - China Trip**

12:00 AM - 12:00 AM — **FYI: RGA Annual Conference, Orlando**



All Day — **Attire: Suit/Tie**

All Day — **FYI: Gov. Terry Branstad in China**

All Day — **FYI: Mayor Duggan joins delegation**

All Day — **Shenzhen**

All Day — **Weather: 83°/71°**

8:00 AM - 9:00 AM — **RDS - ATTEND/REMARKS - Trade Delegation Breakfast -- Lan Space, 1st Floor,Shenzhen JW Marriott**

Purpose: Casual breakfast to interact with 11 Michigan companies that are along doing business matchmaking in the same cities we are visiting. They are traveling to all of the same cities except for Chongqing and Nanchang.

Attendees:
Company Participants
Michael Kundinger, Analytical Process Systems
Michael G. Murphy, VP Sales, Corrigan Air & Sea Cargo
Jing (Jenny) Zou, Corrigan Air & Sea Cargo
Timothy Brown, Cross Technologies
Mark Brown, President, Cross Technologies, Inc.
Robert Schaffer, IMS Manufacturing
Hua (William) Zeng, IMS Manufacturing
Ingobert Schmadel, President, Inora Technologies
Nicholas Turicek, Inora Technologies
Jonguk(James) Kim, Logos Logistics
Jongik(Justin) Kim, Logos Logistics
David A. LaGrow, President, Maximum Mold
Paul Kuyt, President, Re-Source Industries, Inc
Josh Gershonowicz, Cofounder, Gershonowicz Brothers LLC
Garry Neel, Rebuild Group
Entire governor's delegation

Agenda:
8:00 AM – 8:15 AM Governor arrives, breakfast buffet opens
8:15 AM – 8:16 AM Jeanne Broad opens the program
8:16 AM – 8:20 AM Welcome from Governor Snyder
8:20 AM - 8:55 AM Trade delegation introduces themselves and describes their

objectives
8:55 AM – 9:00 AM Group Photo
9:00 AM Breakfast concludes; Governor Departs

No Gift

Talking Points:
- Thank the delegation for joining the mission and taking the initiative to develop Michigan exports to China.
- Exports are a key driver of the Michigan economy. We estimate that every of $200,000 of exports creates one job.
- The China market is an especially important one for Michigan companies. As the second largest economy in the world, it simply cannot be ignored.
- Right now, China is Michigan's third largest export market ($3.2 billion in exports last year), but Michigan companies are well-positioned to do even better.
- Michigan has the experience and know-how in advanced manufacturing and high-tech technologies to get China's attention.
- Your participation on this mission goes a long way to demonstrate the capabilities of Michigan companies and our commitment to building relationships in this important market.

Attachment: Briefing



Staff/Detail
POC: BConnors

9:00 AM - 9:30 AM **Travel to High Tech Fair**

9:30 AM - 10:00 AM **RDS - ATTEND - Reception with China High-Tech Fair VIPs -- Peony Hall, 5th Floor, Shenzhen Convention & Exhibition Center, Fuhua Third Road, Futian District, Shenzhen 518000**
Purpose: Network with the senior VIPs representing Chinese government and industry who are attending the China High-Tech Fair.

Attendees:
TBD Chinese Government Leaders

Mayor's Delegation –
Mayor Mike Duggan
Lori Maher, Wife of Mayor Duggan
Tom Lewand, Group Executive for Jobs and Economic Growth
Kathy Lewand, Wife of Tom Lewand
Peter Chapman, Executive Vice President, Detroit Economic Growth Corporation
Bill Bohde, Detroit Convention & Visitor's Bureau
Julie Egan, Deputy Director, Detroit Federal Working Group

Group Photo

Press?
No Gift

Talking Points:

- Michigan is a hotbed for technology jobs and start-up companies right now, led primarily by Detroit's comeback and resurgence and also the evolving automotive industry leading the world in mobility development.
- Michigan is at the forefront of the next revolution in not only the automotive industry, but transportation. The future is MOBILITY. Michigan is the place to be for businesses, researchers, and entrepreneurs looking to shape the next transportation frontier—a world of autonomous vehicle design and advanced manufacturing.
- The technology side of mobility also crosses over into cyber security and the defense industry, which are also strong industries in our state. Many of our universities have developed cyber-security related programs (Wayne State University, Oakland University, and also programs through the Merit Network).
- The Michigan economy made a historic comeback from the depths of the Great Recession. Today, the state economy is surpassing expectations on a path to a fundamental economic reinvention. The low unemployment rate (4.5%) and the resurgence of the auto industry are obvious signs, and growth in a range of key industries point to solid economic foundation.
- Detroit is ranked No. 3 for cities rapidly attracting millennial job seekers, and also 3rd in the US as a "hotbed" for technology jobs.
- Michigan is the place to create and grow a business by providing high-tech start-up companies with access to a variety of critical resources, such as funding and expert counsel, from ideation to maturation.

Attachment: Briefing





Staff/Detail
POC: BConnors

10:00 AM - 10:23 AM

RDS - ATTEND - China High-Tech Fair Opening Ceremony -- Bougainvellia Hall, 5/F, Shenzhen Convention & Exhibition Center

Purpose: Sit and listen to the kick off of an important national fair. The focus of the conference is on technology and innovation.

Attendees:
Party Secretary Hu Chunhua of Guangdong Province
Mayor Xu Qin of Shenzhen
Others

Mayor Mike Duggan

Kevin Kerrigan
Brian Connors
Ning Shao
Allison Scott
Jamie Clover-Adams
Dave Lorenz
Emily Guerrant
Lindsay Kirchinger
Jeanne Broad
Weiwei Lu
Katelyn Wilcox
Courtney Henderson
Tom Lewand
Peter Chapman
Jennifer Ollinger
Julie Egan

Agenda:

10:00 AM – 10:05 AM	Emcee opening speech
10:05 AM - 10:15 AM	Remarks by leader of the Ministry of Commerce
10:15 AM - 10:20 AM	Remarks by leader of the Shenzhen government
10:20 AM - 10:23 AM	China National Leader announces High Tech Fair Opening
10:23 AM	Governor will depart for media interviews

Note: RDS will not be making remarks
OPEN Press
No Gift

Group photo at the end

Attachment: Briefing



Staff/Detail
POC: BConnors

10:30 AM - 10:55 AM **RDS - Private Sit-Down TV Interview -- Hall for International Brand and Product Launch, Hall 1, 1/F**
Purpose: Promote Michigan's world-class innovation and talent in a Private Sit-Down TV Interview with 2 media outlets.

Attendees:
Mayor Duggan
Emily Guerrant

Media Attendees:
Liang Li from 21CBN
Shenzhen TV

Talking Points:

- Michigan is a hotbed for technology jobs and start-up companies right now, led primarily by Detroit's comeback and resurgence and also the evolving automotive industry leading the world in mobility development.
- Michigan is at the forefront of the next revolution in not only the automotive industry, but transportation. The future is MOBILITY. And Michigan is the place to be for businesses, researchers and entrepreneurs looking to shape the next transportation frontier—a world of autonomous vehicle design and advanced manufacturing.
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- Detroit is ranked No. 3 for cities rapidly attracting millennial job seekers, and also 3rd in the US as a "hotbed" for technology jobs.
- Michigan is the place to create and grow a business by providing high-tech start-up companies with access to a variety of critical resources, such as funding and expert counsel, from ideation to maturation.
    - 129 venture-backed companies in Michigan (70% increase in last five years).
    - 44% of Michigan VC companies are in IT.
    - $4.8 billion under management in Michigan (including outside-Michigan based firms) of which 74% has been invested in start-ups, and 23% is capital available to fund new start-ups.
    - Michigan is first in highest research spending-to-venture capital investment ratio in the nation. For every $1 invested in venture capital in the state, $149 is investment in research in Michigan.
- One of the companies on the trade mission, Inora Technologies, is a technology company specializing in machine verification systems in the automotive, aerospace, and robotics industries. They are here in China looking for more customers in the automotive and aerospace industries.

Business Delegation Info:

- Analytical Process Systems, automotive customized testing company from SE Michigan, looking for new customers and a China-based sales rep.
- Corrigan Air & Sea, logistics company from SE Michigan, looking for new customers (this is their second trade mission with MEDC).
- Cross Technologies Group, chemical company specializing in die casts, rubber and plastic composite, looking for partner distributors.
- IMS Manufacturing, automotive plastic injection molding and tooling from SE Michigan, looking for partner distributors.
- Inora Technologies, Inc – automotive, aerospace and manufacturing robotics company based in Ann Arbor, looking for new customers in the automotive and

aerospace industries.

- Maximum Mold, automotive company specializing in injection molds from Benton Harbor, looking for potential customers. (Originally came to China looking for sourcing partners, but last year discovered that they could export their molding tool products to China for less than the local market, with higher quality).
- Gershonowicz Brothers LLC (legal name, company is branded as Rebuild Nations) – marketing and communication company from Detroit looking for potential customers who want help in the US with PR and promotions.
- Re-Source Industries Inc, west Michigan manufacturing company specializes in automotive, transportation and medical machines looking for customers and to better understand the markets in China.
- Logos Logistics, automotive logistics company based in SE Michigan, looking for potential customers.
- James Group – automotive logistics company from SE Michigan looking for potential customers (also was part of the 2013 trade mission to China).
- Lorin Industries, Muskegon company specializing in aluminum products. They are on the trade mission to sign the contract with Chongqing Airport.

Attachment: Briefing



Staff/Detail
POC: BConnors

11:00 AM - 11:20 AM

RDS - Print Media Outlet Interviews -- Hall for International Brand and Product Launch, Hall 1, 1/F
Purpose: Promote Michigan's world-class innovation and talent in a Print Media Outlet Interview with 3 media outlets.

Attendees:
Mayor Duggan
Emily Guerrant

Media Attendees:
Chen Fen, China Economic Information
Chen Hong, China Daily
Zhang Qian, Shenzhen Daily

Talking Points:

- Michigan is a hotbed for technology jobs and start-up companies right now, led primarily by Detroit's comeback and resurgence and also the evolving automotive industry leading the world in mobility development.
- Michigan is at the forefront of the next revolution in not only the automotive industry, but transportation. The future is MOBILITY. And Michigan is the place to be for businesses, researchers and entrepreneurs looking to shape the next transportation frontier—a world of autonomous vehicle design and advanced manufacturing.

- The technology side of mobility also crosses over into cyber security and the defense industry, which are also strong industries in our state. Many of our universities have developed cyber-security related programs (Wayne State University, Oakland University, and also programs through the Merit Network).
- The Michigan economy made a historic comeback from the depths of the Great Recession. Today, the state economy is surpassing expectations on a path to a fundamental economic reinvention. The low unemployment rate (4.5%) and the resurgence of the auto industry are obvious signs, and growth in a range of key industries point to solid economic foundation.
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- Michigan is the place to create and grow a business by providing high-tech start-up companies with access to a variety of critical resources, such as funding and expert counsel, from ideation to maturation.
    - 129 venture-backed companies in Michigan (70% increase in last five years).
    - 44% of Michigan VC companies are in IT.
    - $4.8 billion under management in Michigan (including outside-Michigan based firms) of which 74% has been invested in start-ups, and 23% is capital available to fund new start-ups.
    - Michigan is first in highest research spending-to-venture capital investment ratio in the nation. For every $1 invested in venture capital in the state, $149 is investment in research in Michigan.
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understand the markets in China.

- Logos Logistics, automotive logistics company based in SE Michigan, looking for potential customers.
- James Group – automotive logistics company from SE Michigan looking for potential customers (also was part of the 2013 trade mission to China).
- Lorin Industries, Muskegon company specializing in aluminum products. They are on the trade mission to sign the contract with Chongqing Airport.

Attachment: briefing



Staff/Detail
POC: BConnors

11:20 AM - 11:30 AM

RDS - Visit MI Booth at China High-Tech Fair -- 1B80, Hall 1, 1/F

Purpose: Together with all of the Michigan companies in the delegation, visit a Michigan booth at the China High-Tech fair that was provided to us for free by the Shenzhen government. The focus of the conference is on technology and innovation.

Attendees:
Governor's delegation
Mayor's delegation
Business delegation

Note: Group photo

OPEN Press

Talking Points:

- Updates on MCity, the American Center for Mobility, and the SMART Corridor.
- Michigan is a hotbed for technology jobs and start-up companies right now, led primarily by Detroit's comeback and resurgence and also the evolving automotive industry leading the world in mobility development.
- Michigan is at the forefront of the next revolution in not only the automotive industry, but transportation. The future is MOBILITY. Michigan is the place to be for businesses, researchers, and entrepreneurs looking to shape the next transportation frontier—a world of autonomous vehicle design and advanced manufacturing.

Attachment: Briefing



Staff/Detail
POC: BConnors

11:30 AM - 12:00 PM **Travel to Shenzhen JW Marriott**

12:00 PM - 1:15 PM **RDS - Internal Delegation Lunch with Mayor's Delegation -- Café Chinois, 2nd floor**
Attendees:
Michigan Governor's Delegation
Mayor's Delegation –
Mayor Mike Duggan
Lori Maher, Wife of Mayor Duggan
Tom Lewand, Group Executive for Jobs and Economic Growth
Kathy Lewand, Wife of Tom Lewand
Peter Chapman, Executive Vice President, Detroit Economic Growth Corporation
Bill Bohde, Detroit Convention & Visitor's Bureau
Julie Egan, Deputy Director, Detroit Federal Working Group

1:15 PM - 2:00 PM **RDS Time -- JW Marriott**

2:00 PM - 2:30 PM **RDS - Meeting with VP of Hirosawa USA, Mark McClelland -- Club Lounge, 27th Floor, JW Marriott**
Purpose: Visit with a company that already has a Michigan presence. Discuss the current state of their business and future plans.

Attendees:
Mr. Mark McClelland, Vice President of Hirosawa USA
Alex Zhuo, Manager of Hirosawa China
Roddick Lin, Hirosawa China

Kevin Kerrigan
Brian Connors
Ning Shao
Courtney Henderson, Michigan-China Innovation Center

Note: Group photo at end of meeting

Gift: Wooden Pen

Talking Points:
- General business environment promotion
- Open discussion - Learn about their customers and market

Attachment: briefing



Staff/Detail
POC: BConnors

2:30 PM - 3:15 PM

RDS - Meeting with VP of Yinlong -- Club Lounge, 27th Floor, JW Marriott
Purpose: Yinlong is ready to expand its electric vehicle market, and Michigan has the talent, technology and supply change to support this expansion.

Attendees:
Mr. DENG Chengzhong ("Mr. Deng"), VP of Yinlong ("Yeen-long")
Ms. WU Jianhong, Director of the Board of Yinlong
Mr. LI Changsheng, General Manager of Yinlong
Ms. LIN Yulian, Vice General Manager of Yinlong
Mr. HUANG Sheng, Vice General Manager of Yinlong

Kevin Kerrigan
Brian Connors
Ning Shao
Courtney Henderson, Michigan-China Innovation Center
Mayor Mike Duggan
Peter Chapman
Shusheng Wang, Miller Canfield
Olivia Deng, Miller Canfield
Walter Zhou, President, North American Society of Chinese Engineers

Gift: Wooden Pen

Note: Group Photo

Talking Points:
- Michigan talent, technology, and supply change.

Attachments: Briefing



Staff/Detail
POC: BConnors

3:15 PM - 3:40 PM

RDS Time -- JW Marriott

3:40 PM - 4:00 PM

Travel to Shangri-la Hotel

4:00 PM - 5:00 PM

RDS - MSTIICC Board Meeting -- Executive Board Meeting, 3rd Floor, 1002 Jianshe Road, RenMin NanLu, Louhu Qu, Shenzhen 518001
Briefing not received

5:00 PM - 5:30 PM

RDS - Shenzhen leadership protocol meeting -- Room No. 1, 3rd Floor
Briefing not received

November 16, 2016 Continued

Wednesday

5:30 PM - 6:00 PM **RDS - Shenzhen Signings -- Room No. 2, 3rd Floor**

Briefing not received

- Detroit-Shenzhen MOU Ceremony (Mayor & Mayor Duggan Signing, Gov, Tom & Brian to witness)
- Signing Ceremony for Frontt Capital gift to U-M re: collaboration autonomous vehicle (Gov, Brian & UofM TBD to witness)
- Signing Ceremony for U-M & SUS Tech, water technology (Gov, Brian & UofM TBD to witness)

6:00 PM - 7:00 PM **RDS - Dinner with Shenzhen leadership -- Chairman's Room, 40th Floor**

Briefing not received

7:00 PM - 7:20 PM **Travel to JW Marriott**

9:00 PM - 9:00 PM **Overnight Shenzhen JW Marriot**

Networking Breakfast with Michigan Trade Delegation

EXECUTIVE SUMMARY

Staff Lead: Jeanne Broad, Director, International Trade, broadj@michigan.org, (313) 258-7947

Purpose of Meeting/Event:

Casual breakfast to interact with 11 Michigan companies that are along doing business matchmaking in the same cities we are visiting. They are traveling to all of the same cities except for Chongqing and Nanchang.

Attendees:

Company Participants
Michael Kundinger, Analytical Process Systems
Michael G. Murphy, VP Sales, Corrigan Air & Sea Cargo
Jing (Jenny) Zou, Corrigan Air & Sea Cargo
Timothy Brown, Cross Technologies
Mark Brown, President, Cross Technologies, Inc.
Robert Schaffer, IMS Manufacturing
Hua (William) Zeng, IMS Manufacturing
Ingobert Schmadel, President, Inora Technologies
Nicholas Turicek, Inora Technologies
Jonguk(James) Kim, Logos Logistics
Jongik(Justin) Kim, Logos Logistics
David A. LaGrow, President, Maximum Mold
Paul Kuyt, President, Re-Source Industries, Inc
Josh Gershonowicz, Cofounder, Gershonowicz Brothers LLC
Garry Neel, Rebuild Group

RDS
Kevin Kerrigan
Brian Connors
Ning Shao
Jamie Clover-Adams
Emily Guerrant
Jeanne Broad
Weiwei Lu
Courtney Henderson

Mayor Mike Duggan
Tom Lewand
Peter Chapman
Julie Egan

Event Line-by-line:

8:00 AM – 8:15 AM Governor arrives, breakfast buffet opens
8:15 AM – 8:16 AM Jeanne Broad opens the program
8:16 AM – 8:20 AM Welcome from Governor Snyder
8:20 AM - 8:55 AM Trade delegation introduces themselves and describes their objectives
8:55 AM – 9:00 AM Group Photo
9:00 AM Breakfast concludes; Governor Departs

Talking Points:

- Thank the delegation for joining the mission and taking the initiative to develop Michigan exports to China.

- Exports are a key driver of the Michigan economy. We estimate that every of $200,000 of exports creates one job.
- The China market is an especially important one for Michigan companies. As the second largest economy in the world, it simply cannot be ignored.
- Right now, China is Michigan's third largest export market ($3.2 billion in exports last year), but Michigan companies are well-positioned to do even better.
- Michigan has the experience and know-how in advanced manufacturing and high-tech technologies to get China's attention.
- Your participation on this mission goes a long way to demonstrate the capabilities of Michigan companies and our commitment to building relationships in this important market.

Attire: Business (tie)
Photo: Group Photo
Gifts: No

STAFF/DETAIL
Wednesday, November 16, 8:00-9:00am
Lan Space, First Floor, Shenzhen JW Marriott
6005 Shennan Boulevard
Futian District, Shenzhen, 518040, China

BACKGROUND

Trade Mission Participants

Lorin Industries- 1960 Roberts Street. Muskegon, MI. http://www.lorin.com/

- Lorin Industries is an aluminum coil anodizer located in Muskegon, Michigan USA. Since 1943, Lorin has specialized in offering original equipment manufacturers in multiple industries a protective and decorative anodized aluminum finish. Lorin is unique to the industry due to the ability to produce a highly consistent three-dimensional look through a specialized coil anodizing process. Lorin is the only anodizing company in the world that offers a finish consistency that compliments the architectural industry. Lorin's innovative technology provides an infinite number of aluminum finishing options that give architects, designers, and manufacturing engineers infinite possibilities in design and a more consistent anodized aluminum finish that is unique to the industry. In 2015, Lorin shipped a total of 18,700,000 pounds of anodized aluminum in coil and sheet worldwide. International shipments were 14%, and expect to exceed in 2016.

Analytical Process System- 1771 Harmon Road, Auburn Hills, MI. www.aps-mich.com

- Founded in 1992, Analytical Process Systems, Inc. (APS) is a single source solution provider of specialty testing equipment for mobile and stationary source emissions. APS also specializes in facility safety systems such as ambient gas monitoring and refrigerant gas monitoring. Acquired by senior management members of Kundinger Fluid Power in 1997, APS is now affiliated with Kundinger Controls, an instrumentation and process controls distributor. Primarily serving the automotive, engine, and research & development markets; APS has developed solutions for OEMs, tier suppliers, regulatory agencies, and independent laboratories. Following a vision of innovation, quality, and service first; APS strives to manufacture and integrate "Best in Class" products or services, which provide customers a competitive advantage. APS employs an engineering staff that includes electrical, mechanical, and software engineers plus a CAD department utilizing the latest AutoCAD and Solid Works. APS also offers onsite equipment setup, calibration, and repair with its full-time service department. By partnering with companies such as Signal Instrument, Nova MMB, and Hankook BEP Co, APS can provide service and support in worldwide markets as well as North America.

Corrigan Air & Sea- 6170 Middlebelt Rd. Romulus, MI. www.corriganairsea.com

- Founded in 1969 Corrigan Air & Sea was originally set to provide export services to Ford Motor Company's division of Tractor Operations. This division of Corrigan grew quickly to handle export crating, air and ocean consolidations, and freight forwarding services. Additionally, Corrigan Air & Sea Cargo managed Ford Tractor's

entire supply chain, which included 6 tractor assembly plants around the world, and tracking over 45,000 different parts. Other divisions of Ford Motor Company, as well as Chrysler, General Dynamics, and many others were soon added as clients. Currently, Corrigan Air & Sea serves over 200 different customers. Unlike the inflexible, larger forwarders, Corrigan Air & Sea tailors services to the particular need of each and every customer.

Cross Technologies, INC.- 1210 Manufacturers Dr. Westland, MI. www.crosschemical.com

- Cross Chemical was founded in 1958, by C. Robert Dyla, with a singular vision, "to become a leading developer of chemical specialties dedicated to the die cast industry." This industry focus has enabled Cross Chemical to develop innovative lubricants dedicated to meeting or surpassing the individual customer requirements, objectives and process parameters. Cross Chemical offers a complete line of products for the die casting industry including die lubricants; plunger lubricants; dry lubricants (powder and beads); hydraulic fluid; quench compounds; squeeze casting lubricants; semi-solid lubricants and other ancillary products. Cross Chemical maintains a state-of-the-art manufacturing facility in Detroit, Michigan. This facility utilizes cutting edge computerized metering and proprietary blending equipment, with much of it custom engineered by and for Cross Chemical. At Cross Chemical, product quality and consistency is, and always has been, a primary focus. Every product is manufactured to exacting standards using proven SPC/SQC methods. As a result of this continuous dedication, Cross Chemical has achieved ISO 9001:2000 certification. Cross Chemical maintains a global presence in the die casting industry with direct representation or agents in; The United States, Canada, Japan, Thailand, Taiwan, China, and India.

IMS Manufacturing- 1809 James P Cole Blvd, Flint, MI. www.4ims.net

- IMS Manufacturing makes tools for injection molding and final assembly with over 140 machines on 3 continents – Asia, Europe and North America. Beyond manufacturing IMS offers services in marketing, real estate development, warehousing, and property management. Integration with affiliate companies at IMS provides an edge for companies looking to work with the manufacturing specialists at IMS Manufacturing. IMS has served companies such as GM, Visteon, Continental, Disney, Audi, and the NCAA in the past and continues to grow its business partnerships.

Inora Technologies, INC.- 4343 Concourse Drive, Suite 260, Ann Arbor, MI. www.INORA.com

- Inora's Intelligent Decision Making (IDM) software and products are built upon a breakthrough Math Engine – an analytical tool that extracts reliable, real-time insights from any set of data, regardless of its size or state. The Math Engine itself is powered by a proprietary algorithm developed over the course of 20 years by Inora scientists and researchers. Inora Math Engine software is the first purely numerical optimization tool and entirely self-regulated combinatorial procedure to deliver perfect numerically balanced results providing clients with reliable,
repeatable, reproducible, and accurate data results. In addition to Inora-powered products, many clients — including top automobile manufacturers — leverage Inora's proprietary algorithms for custom market applications. As an analytical tool, it can be used to extract new insights from vast datasets across multiple enterprises. Inora offers a full spectrum of Math Engine support to clients. This can range from computing a single data set to providing training classes about the paradigm shift technology to in-depth data computational projects and advice. Expert consultants can provide services both on-site and remotely from Inora offices.

Maximum Mold- 1440 Territorial Road, Benton Harbor, MI. www.maximummold.com

- Maximum Mold was established in 1996 with a single purpose – to provide customers a better alternative for Tooling Development. Using state-of-the-art equipment and engineering/design software, Maximum Mold's team provides die cast manufacturers and plastic manufacturers with the finest, most efficiently designed, high quality, long lasting tooling in the industry. Maximum Mold is strategically located in Benton Harbor, Michigan, central to customers throughout the Midwest, just 2-3 hours from Chicago, Detroit and Indianapolis. Maximum Mold is within a couple hours of Strategic vendors such as Heat Treat, Tool Steel, and Surface Coating vendors.

Gershonowicz Brothers LLC (Rebuild Group)– 2990 West Grand Blvd Suite 408 Detroit MI . www.rebuild.group

- Rebuild Group creates results-based marketing communications solutions that drive value for companies, brands and services in transition. Their ROI Trak © process, combined with deep consumer insights and highly-crafted communications, make Rebuild Group a valued asset to client-partners. Rebuild Group is one of the leading ROI-driven marketing communications agencies in the Midwest. They combine the art of communications with the science of analytics to create brand experiences that drive marketplace success. Rebuild Group helps companies develop marketing plans and strategies that will benefit Sales, Organization, and Communication when implemented. A subset of Rebuild Nation's marketing plan is the Client's marketing plan which focuses on tracking methods, business analysis and sales.

Re-Source Industries, INC.- 1485 S Getty, Muskegon MI. www.rsicnc.com

- Re-Source Industries, Inc. (RSI) began in 1995. RSI has evolved from super simple production machining using custom built special machines to complex high volume parts running in CNC machining centers. Re-Source has over 170 combined years of experience within management, design, and machinist personnel. RSI relocated to Muskegon, MI from Coopersville, MI in 2004, with over 40,000 square feet of manufacturing space. Re-Source Industries has standardized with current Haas machining and turning centers. Every machining center has quick-change fixturing allowing rapid change overs, 4-axis or 5-axis rotaries, and automated hydraulic and air clamping. RSI has maintained ISO certification since 2006, currently RSI has an ISO 9001 certified QMS.

Logos Logistics- 8923 Inkster Road Taylor MI. www.logos3pl.com

- LOGOS Logistics, Inc., headquartered in Taylor, Michigan, was founded in 2008 as a 3rd party logistics management company serving the Midwest Region. In 2009, LOGOS expanded to asset based carrier service for short haul and long haul for automotive parts. LOGOS has grown into a superior provider of integrated supply chain solutions that enhance business's competitiveness with a full service staff of logistics experts. LOGOS warehouse services include FIFO storage requirements, repacking and quality sorting and extend to E-Commerce Fulfillment Service. Providing the aforementioned services allows LOGOS to offer inclusive logistics solutions to customers from start to finish, nationwide.

James Group- 4335 W Fort St, Detroit, MI. http://jamesgroupintl.com/

- James Group, is a group of companies in Detroit, Michigan which offers international supply chain services such as consolidation, deconsolidation, sub-assembly, inventory management, warehousing, distribution, and transportation services. James Group manages and optimizes customer supply chain infrastructures and processes by designing and implementing complex supply chain solutions and leveraging information technology in order to reduce costs and improve service levels. James Group companies have a broad range of activities including: Inventory consolidation services for Fortune 500 manufacturers with companies receiving over 8,000 different part numbers from 750 suppliers and consolidation of this material into customer specific shipments to 23 locations on five continents. Engagement in global supply chain logistics with Toyota Tsusho America's Automotive Division which manages the marketing, sales and export of vehicles, parts and accessories to over 40 countries. Fully integrated, machine-to-machine, communication and real time visibility of bi-lateral trade between China and North America from customer orders to supplier deliveries. Also MCID, the warehousing and distribution facility which combines with water, rail and highway access to form an intermodal distribution hub.

China High-Tech Fair VIPs Networking

EXECUTIVE SUMMARY

Staff Lead: Brian Connors, Executive Director, Michigan-China Innovation Center, connorsb@michiganchina.org, 517-455-6344

Purpose of Meeting/Event:
Network with the senior VIPs representing Chinese government and industry who are attending the China High-Tech Fair.

Attendees:TBD
RDS
Mayor Mike Duggan
Lori Maher, Wife of Mayor Duggan
Tom Lewand, Group Executive for Jobs and Economic Growth
Kathy Lewand, Wife of Tom Lewand
Peter Chapman, Executive Vice President, Detroit Economic Growth Corporation
Bill Bohde, Detroit Convention & Visitor's Bureau
Julie Egan, Deputy Director, Detroit Federal Working Group

Talking Points:

- Michigan is a hotbed for technology jobs and start-up companies right now, led primarily by Detroit's comeback and resurgence and also the evolving automotive industry leading the world in mobility development.
- Michigan is at the forefront of the next revolution in not only the automotive industry, but transportation. The future is MOBILITY. Michigan is the place to be for businesses, researchers, and entrepreneurs looking to shape the next transportation frontier—a world of autonomous vehicle design and advanced manufacturing.
- The technology side of mobility also crosses over into cyber security and the defense industry, which are also strong industries in our state. Many of our universities have developed cyber-security related programs (Wayne State University, Oakland University, and also programs through the Merit Network).
- The Michigan economy made a historic comeback from the depths of the Great Recession. Today, the state economy is surpassing expectations on a path to a fundamental economic reinvention. The low unemployment rate (4.5%) and the resurgence of the auto industry are obvious signs, and growth in a range of key industries point to solid economic foundation.
- Detroit is ranked No. 3 for cities rapidly attracting millennial job seekers, and also 3rd in the US as a "hotbed" for technology jobs.
- Michigan is the place to create and grow a business by providing high-tech start-up companies with access to a variety of critical resources, such as funding and expert counsel, from ideation to maturation.
    - 129 venture-backed companies in Michigan (70% increase in last five years).
    - 44% of Michigan VC companies are in IT.
    - $4.8 billion under management in Michigan (including outside-Michigan based firms) of which 74% has been invested in start-ups, and 23% is capital available to fund new start-ups.
    - Michigan is first in highest research spending-to-venture capital investment ratio in the nation. For every $1 invested in venture capital in the state, $149 is invested in research in Michigan.

Attire: Business (tie)
Photo: Group Photo
Gift: None

BACKGROUND

The China High-Tech Fair (CHTF) is China's top technology show and has been held in Shenzhen every year since 1999. The 18th CHTF will be held from November 16-21, 2016. The CHTF gives attendees exposure to thousands of domestic and foreign companies, agencies, and investors (including exhibitors and visitors). There will be more than 50,000 visitors, about 200 domestic and foreign media outlets, and more than 1500 journalists in attendance.

CHTF has become an important window into China's high-tech sector and has played an important role in the commercialization, industrialization, and internationalization of high-tech innovation. It also promotes economic and technological exchanges and cooperation between different countries and regions.

Overview of CHTF: www.chtf.com/english/

STAFF/DETAIL

Wednesday, November 16, 9:30-10:00 am
Peony Hall, 5th Floor, Shenzhen Convention and Exhibition Center

China High-Tech Fair Opening Ceremony

EXECUTIVE SUMMARY

Staff Lead: Brian Connors, Executive Director, Michigan-China Innovation Center, connorsb@michiganchina.org, 517-455-6344

Purpose of Meeting/Event:
Sit and listen to the kick off of an important national fair. The focus of the conference is on technology and innovation.

Attendees:
Party Secretary Hu Chunhua of Guangdong Province
Mayor Xu Qin of Shenzhen
Others

RDS
Mayor Mike Duggan
Kevin Kerrigan
Brian Connors
Ning Shao
Allison Scott
Jamie Clover-Adams
Emily Guerrant
Lindsay Kirchinger
Jeanne Broad
Weiwei Lu
Katelyn Wilcox
Courtney Henderson
Tom Lewand
Peter Chapman
Jennifer Ollinger
Julie Egan

Event Line-by-Line:

10:00 AM – 10:05 AM	Emcee opening speech
10:05 AM - 10:15 AM	Remarks by leader of the Ministry of Commerce
10:15 AM - 10:20 AM	Remarks by leader of the Shenzhen government
10:20 AM - 10:23 AM	China National Leader announces High Tech Fair Opening
10:23 AM	Governor will depart for media interviews

Talking Points:

- No speaking role.

Attire: Business
Photo: Group Photo
Gift: None

BACKGROUND

Shenzhen's Mayor Xu Qing will kick off the Opening Ceremony.

The China High-Tech Fair (CHTF) is China's top technology show and has been held in Shenzhen every year since 1999. The 18th CHTF will be held from November 16-21, 2016. The CHTF gives attendees exposure to thousands of domestic and foreign companies, agencies, and investors (including exhibitors and visitors). There will be more than 50,000 visitors, about 200 domestic and foreign media outlets, and more than 1,500 journalists in attendance.

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Overview of CHTF: www.chtf.com/english/

STAFF/DETAIL

Wednesday, November 16, 10:00-10:23am
Shenzhen Convention and Exhibition Center
Bougainvillea Hall (5th floor)

China High-Tech Fair Media Interview

EXECUTIVE SUMMARY

Staff Lead: Brian Connors, Executive Director, Michigan-China Innovation Center, connorsb@michiganchina.org, (517) 455-6344

Purpose of Meeting/Event:
Promote Michigan's world-class innovation and talent.

Attendees:
Five Media Outlets (2 television and 3 print media)

- Television: Liang Li from 21CBN
  Shenzhen TV
- Print: Chen Fen, China Economic Information
  Chen Hong, China Daily
  Zhang Qian, Shenzhen Daily

RDS
Mayor Mike Duggan
Emily Guerrant

Event Line-by-Line:

10:30-10:55am	Private Sit-Down TV Interview (Governor and Mayor Duggan)
10:55-11:00am	Private Sit-Down TV Interview concludes; Transition media group
11:00-11:20am	Print Media Outlet Interviews (Governor and Mayor Duggan)

Talking Points:

- Michigan is a hotbed for technology jobs and start-up companies right now, led primarily by Detroit's comeback and resurgence and also the evolving automotive industry leading the world in mobility development.
- Michigan is at the forefront of the next revolution in not only the automotive industry, but transportation. The future is MOBILITY. And Michigan is the place to be for businesses, researchers and entrepreneurs looking to shape the next transportation frontier—a world of autonomous vehicle design and advanced manufacturing.
- The technology side of mobility also crosses over into cyber security and the defense industry, which are also strong industries in our state. Many of our universities have developed cyber-security related programs (Wayne State University, Oakland University, and also programs through the Merit Network).
- The Michigan economy made a historic comeback from the depths of the Great Recession. Today, the state economy is surpassing expectations on a path to a fundamental economic reinvention. The low unemployment rate (4.5%) and the resurgence of the auto industry are obvious signs, and growth in a range of key industries point to solid economic foundation.
- Detroit is ranked No. 3 for cities rapidly attracting millennial job seekers, and also 3rd in the US as a "hotbed" for technology jobs.
- Michigan is the place to create and grow a business by providing high-tech start-up companies with access to a variety of critical resources, such as funding and expert counsel, from ideation to maturation.
  - 129 venture-backed companies in Michigan (70% increase in last five years).
  - 44% of Michigan VC companies are in IT.
  - $4.8 billion under management in Michigan (including outside-Michigan based firms) of which 74% has been invested in start-ups, and 23% is capital available to fund new start-ups.
  - Michigan is first in highest research spending-to-venture capital investment ratio in the nation. For every $1 invested in venture capital in the state, $149 is investment in research in Michigan.
- One of the companies on the trade mission, Inora Technologies, is a technology company specializing in machine verification systems in the automotive, aerospace, and robotics industries. They are here in China looking for more customers in the automotive and aerospace industries.

Business Delegation Info:

- **Analytical Process Systems**, automotive customized testing company from SE Michigan, looking for new customers and a China-based sales rep.

- **Corrigan Air & Sea**, logistics company from SE Michigan, looking for new customers (this is their second trade mission with MEDC).

- **Cross Technologies Group**, chemical company specializing in die casts, rubber and plastic composite, looking for partner distributors.

- **IMS Manufacturing**, automotive plastic injection molding and tooling from SE Michigan, looking for partner distributors.

- **Inora Technologies, Inc** – automotive, aerospace and manufacturing robotics company based in Ann Arbor, looking for new customers in the automotive and aerospace industries.

- **Maximum Mold,** automotive company specializing in injection molds from Benton Harbor, looking for potential customers. (Originally came to China looking for sourcing partners, but last year discovered that they could export their molding tool products to China for less than the local market, with higher quality).

- **Gershonowicz Brothers LLC** (legal name, company is branded as Rebuild Nations) – marketing and communication company from Detroit looking for potential customers who want help in the US with PR and promotions.

- **Re-Source Industries Inc**, west Michigan manufacturing company specializes in automotive, transportation and medical machines looking for customers and to better understand the markets in China.

- **Logos Logistics**, automotive logistics company based in SE Michigan, looking for potential customers.

- **James Group** – automotive logistics company from SE Michigan looking for potential customers (also was part of the 2013 trade mission to China).

- **Lorin Industries**, Muskegon company specializing in aluminum products. They are on the trade mission to sign the contract with Chongqing Airport.

Attire: Business (tie)
Photo: Photo
Gift: None

BACKGROUND

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Overview of CHTF: www.chtf.com/english/

STAFF/DETAIL

Wednesday, November 16, 10:30-11:20am
Shenzhen Convention and Exhibition Center
Hall for International Brand and Product Launch, Hall 1 (1st floor)

China High-Tech Fair Michigan Booth

EXECUTIVE SUMMARY

Staff Lead: Brian Connors, Executive Director, Michigan-China Innovation Center, connorsb@michiganchina.org, 517-455-6344

Purpose of Meeting/Event:
Together with all of the Michigan companies in the delegation, visit a Michigan booth at the China High-Tech fair that was provided to us for free by the Shenzhen government. The focus of the conference is on technology and innovation.

Attendees:
Chinese Media

Governor's delegation
Mayor's delegation
Business Delegation

Talking Points:

- Updates on MCity, the American Center for Mobility, and the SMART Corridor.
- Michigan is a hotbed for technology jobs and start-up companies right now, led primarily by Detroit's comeback and resurgence and also the evolving automotive industry leading the world in mobility development.
- Michigan is at the forefront of the next revolution in not only the automotive industry, but transportation. The future is MOBILITY. Michigan is the place to be for businesses, researchers, and entrepreneurs looking to shape the next transportation frontier—a world of autonomous vehicle design and advanced manufacturing.

Attire: Business
Photo: Group Photo
Gift: None

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Overview of CHTF: www.chtf.com/english/

STAFF/DETAIL

Wednesday, November 16, 11:20-11:30 am
Shenzhen Convention and Exhibition Center, 1B80, Hall 1 (1st floor)

Talking Points for Shenzhen MOU Signings

Detroit-Shenzhen MOU Ceremony

- These partnerships help both regions focus on areas they can work on together, and combined with the new Michigan-Shenzhen Trade, Investment and Innovation Cooperation Center it's a bright future of opportunity for both areas.
- Michigan-Shenzhen Trade, Investment and Cooperation Center was created in May 2016 with a visiting delegation that included Politburo Member and CPC Secretary of Guangdon province Hu Chunhua, Chinese Ambassador to the US Cui Tiankai and Shenzhen Mayor Xu Qin.
- Detroit and Shenzhen both have experiences to share in technology, innovation, education and leisure travel opportunities.
- Michigan was one of the first states to begin a formal relationship with China and we committed to a partnership that allows that to thrive. Our unique vision and these types of agreement add to Michigan's already unpresented commitment to helping businesses and people in both countries.
- Mobility and technology entrepreneurship have driven Detroit to be ranked #3 for cities rapidly attracting millennial job seekers and also #3 in the US as a "hotbed" for technology jobs.

Frontt Capital gift to U of M

- The $27M research agreement between Shenzhen-based investment firm Frontt Capital Management and the University of Michigan will advance autonomous, connected vehicles and robotic technologies.
- The state of Michigan and the University of Michigan are both global leaders in the mobility space. This investment by a Chinese partner shows the value our state and research institutions play in the global mobility space.
- We launched a marketing campaign this year – Planet M – to demonstrate and market this exact type of partnership – highlighting why companies should be located in and partnering with assets in our state to advance mobility.
- This MOU agreement establishes a Joint Research Center for Intelligent Vehicles at U of M, and contributes toward construction of the recently approved Robotics Laboratory and a vehicle garage on the university's north campus near Mcity.
- The agreement also provides support for U of M researchers to advise Frontt on the design of a unique autonomous vehicle testing facility in Shenzhen that will simulate China's unique transportation environment.

University of Michigan, Southern University of Science and Technology (SUS Tech) and the Beijing Institute of Collaborative Innovation

- This agreement is intended to establish a Global Collaboratory of Water Technology, to conduct research in technologies related to clean water science and to cultivate talent and entrepreneurship.
- The goal is to identify technology gaps in water treatment and monitoring and develop solutions to provide clean and safe water to the world's urban environments.
- This collaboration plans to develop a model for experts in clean water technology and a strategic plan for how to cultivate research talent in this field.

- Funding for the $25M, 5-year partnership will be provided by the Beijing Institute (an innovation-focused organization founded by 14 Chinese universities). The collaboration will have three sites: Ann Arbor, Beijing and Shenzhen.

中华人民共和国深圳市与美利坚合众国底特律市加强交流合作备忘录

为深化深圳市与底特律市在经济、教育和文化等方面的互惠合作，本着相互尊重、互利共赢的原则，经过友好协商，双方同意签署《中华人民共和国深圳市与美利坚合众国底特律市加强交流合作备忘录》，并就下列事宜达成交流合作意向：

一、双方保持对话，在贸易、服务、投资、科技、创新、教育及旅游等方面开展多种形式的交流与合作，重点拓展在汽车、先进制造业、创业、创意产业、物联网和智慧城市等领域的交流与合作，促进共同繁荣发展。

二、双方将开展政府官员交流考察，以加强相互了解与合作。

三、双方将交流贸易、投资政策和相关经济举措等方面信息，积极发掘合作项目和机会。

四、双方将积极创新合作方式，本着平等互重的精神，发挥各自优势，实现双赢。

五、双方指定两名联络官协调双方合作事宜，底特律方代表来自底特律经济发展委员会，深圳方代表来自深圳市人民政府外事办公室。

本备忘录自正式签字日起生效，有效期限为五年。对本备忘录的修改需双方共同书面同意方可进行；任何一方可在任何时间向对方发送书面通知，终止本备忘录。

本备忘录于 2016 年 11 月 16 日在深圳市共同签订。双方执中文本、英文本各一份，两种文字具有同等效力。

中华人民共和国	美利坚合众国
深圳市市长	底特律市市长
许　勤	马克·杜根
_____	_____

MEMORANDUM ON PROMOTING EXCHANGE AND COOPERATION
BETWEEN THE CITY OF DETROIT OF THE UNITED STATES OF AMERICA
AND
THE CITY OF SHENZHEN OF THE PEOPLE'S REPUBLIC OF CHINA

To promote mutually-beneficial cooperation between the City of Detroit and the City of Shenzhen in several areas of the economy, education, and culture, and based on the mutual respect between and the common interests shared by the two cities, the two cities agree on signing this memorandum and declaring the following intentions to further expand exchanges and cooperation:

1. To maintain ongoing dialogue focused on identifying opportunities for mutually-beneficial cooperation and promotion in areas including, but not limited to, trade of goods and services; investment; science, technology, and innovation; education; and leisure travel, particularly in the areas of automotive, advanced manufacturing, entrepreneurship, creative industries, internet-of-things, and smart city technologies; and
2. To undertake exchange visits to both cities, involving officials of the two cities, from time to time and as required to advance mutual understanding and collaborations; and
3. To exchange information related to both governments' respective trade and investment policies and programs, as well as special economic initiatives, to explore economic projects and to ensure discovery of partnership opportunities; and
4. To actively explore and discuss new forms of cooperation, and, in the spirit of mutual respect and collegiality, leverage both parties' strengths, and facilitate win-win successes; and
5. To identify and support the work of two liaison officers, one from the Detroit Economic Growth Corporation and one from Foreign Affairs Office of Shenzhen Municipal People's Government, who shall serve as the primary points of contact and coordinate Detroit-Shenzhen cooperative work on their respective sides.

This Memorandum of Economic Cooperation shall be effective from the date of its signature and shall remain in force for a period of five (5) years. This Memorandum may be amended at any time by written consent of both parties, and may be dissolved at any time by written notice from either party.

This Memorandum is hereby signed on November 16, 2016, in Shenzhen, China, with two copies in both Chinese and English, equally valid in both languages.

Mr. Mike Duggan	Mr. Xu Qin
Mayor, City of Detroit	Mayor, City of Shenzhen

MASTER RESEARCH AGREEMENT
研究总协议

THIS Master Research Agreement (hereinafter "Agreement") effective this 16th day of November 2016, by and between Frontt Capital Management Ltd. (hereinafter "Party A") and the REGENTS OF THE UNIVERSITY OF MICHIGAN, a non-profit educational institution located in the State of Michigan (hereinafter "Party B"). Party A and Party B may hereafter be referred to individually as a "Party" or together as the "Parties".
此研究总协议（下称"协议"）于 2016 年 11 月 16 日生效，协议双方分别为由深圳市前海**前沿科技产业管理有限公司**（下称"甲方"）和密歇根大学董事会， 一个位于美国密歇根州的非盈利性的教育机构（下称"乙方"）。甲方和乙方在本协议中分别称为"一方"或者共同称为"双方"。

WHEREAS, the Parties desire to develop a long-term and sustainable collaboration for the effective management of Party A sponsored research projects at Party B, related to driverless vehicles and promoting successful commercialization outcomes.
鉴于,双方希望建立一个长期可持续的合作以管理由甲方资助的关于无人驾驶汽车的研究项目并有效推动成果的商业化。

AND WHEREAS, the Parties desire to enter into this Agreement to govern the conduct of one or more Projects at Party B as Party A and Party B mutually agree upon hereafter, in writing and document in the form of a Project Authorization.
并鉴于，双方希望签署本协议以管辖一个或多个甲方和乙方之后共同同意的并以书面的项目授权书形式记录的项目。

AND WHEREAS, the research program contemplated by this Agreement is of mutual interest and benefit to Party B and to Party A; will further the instructional and research objectives of Party B in a manner consistent with its status as a non-profit, tax-exempt, educational institution; and may derive benefits for both Party A and Party B through inventions, improvements, or discoveries;
同样鉴于此，此协议涉及的研究项目是基于乙方和甲方共同的兴趣和利益，将促进乙方作为非盈利，免税，和教育机构的教学和研究目标。在这过程中发明，改进或者发现也会给乙方和甲方带来收益。

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the Parties hereto agree to the following:
现在，因此，根据本协议中的共同承诺和条件，双方特此同意如下：

ARTICLE 1 – DEFINITIONS
条款 1-定义

As used herein, the following terms shall have the following meanings:
在此所使用的，下列术语意义如下：

1.1 "Project" shall mean a research project described in a Project Authorization form substantially similar to Exhibit A hereto which shall contain, at a minimum, a Project Title, a Party B ORSP Number, a mutually agreed upon tenure track faculty member of Party B to act as Principal Investigator, a mutually agreed upon Project Statement of Work (hereinafter "Project SOW"), a mutually agreed upon Project Budget (hereinafter "Project Budget"), and a mutually agreed upon period of performance (hereinafter "Project Period of Performance"). Prior to executing a Project Authorization, each Project shall be approved by the Oversight Committee as

defined below. However, the execution of a Project Authorization by both Parties shall conclusively presume that the Oversight Committee has approved such Project.
1.1 “项目”应被视为在项目授权表格中的科研项目，授权表格实质上和 Exhibit A 类似，至少应该包括，项目名称，乙方 ORSP 号，双方认可的乙方可授予终生职位的教授成员作为项目负责人，双方同意的项目工作说明书（下称“项目 SOW”），双方同意的项目预算（下称“项目预算”）和双方同意的履约期（下称“项目履约期”）。在签署项目授权书之前，每一个项目都必须经监督委员会批准。然而，双方对项目授权书的签署应结论性的表明监督委员会已经批准了此项目。

a. “Oversight Committee” means the respective designees appointed by the Parties as necessary to manage, administer, and exercise overall responsibility for day-to-day governance of the Projects.
a. “监督委员会”由双方指定的代表组成，负责整个项目的日常管理监督。

b. The Oversight Committee shall consist of representatives, two (2) members from each Party, and shall be solely responsible for (a) recommending Projects for conduct under this Agreement, and (b) establishing reviews of any Project SOWs with the Principal Investigators.
b. 监督委员会由来自双方的各两名代表组成。并负责(a)推荐项目按本协议进行，(b)审查所有项目负责人提交的项目工作说明书。

c. The initial Oversight Committee shall be appointed by mutual agreement between Party A and Party B.
c. 初始的监督委员会由甲方和乙方一致同意任命。

1.2 "Contract Period" is from January 1, 2017 through December 31, 2022, unless earlier terminated pursuant to this Agreement.
1.2 “合约期”从 2017 年 1 月 1 日到 2022 年 12 月 31 日，除非按照协议提前终止本协议。

1.3 “Background Intellectual Property” shall mean patent rights, copyright rights (excluding copyrights in scientific and technical articles), design rights, mask works, and other forms of intellectual property rights which are filed or registered at a national or regional governmental office to perfect or secure said rights, or are otherwise protected under applicable law and that preceded or otherwise did not arise from such Project. “Party B Background IP Rights” are those Background IP Rights known to Party B which might affect Party A’s rights to practice the Joint Intellectual Property or Party B Intellectual Property.
1.3 “背景知识产权”指的是专利权，版权（除去科技论文里的版权），外观设计，掩膜作品和其他任何形式的知识产权，所有这些都在国家或者当地政府注册过并用于保护上述权利，或者另外的根据适用的法律来进行保护，并且此背景知识产权为项目开始前或并非源于该项目。“乙方背景知识产权”是指的乙方已知的背景知识产权，指可能影响赞助者使用联合知识产权或乙方知识产权的背景知识产权权利。

1.4 "Joint Intellectual Property" shall mean individually and collectively all inventions, improvements or discoveries which are made jointly as defined in U.S. Patent law by one or more employees of Party A and one or more employees of Party B in performance of the Project during the Period of Performance of such Project.
1.4 “联合知识产权”是指个人的或集体的所有发明，改进或者发现，所有这些都是基于美国专利法定义的，由一个或者多个甲方和乙方雇员在履约期内在项目中联合所做出的贡献。

1.5 "Party B Intellectual Property" shall mean individually and collectively all inventions, improvements or discoveries which are conceived or made solely as defined by U.S. Patent law by one or more employees of Party B in performance of a Project during the Period of Performance of such Project.
1.5 “乙方知识产权”指的是个人的或集体的所有发明，改进或者发现，所有这些都是基于美国专利法定义的，仅由一个或者多个乙方雇员在履约期内在项目中所做出的贡献。

ARTICLE 2 - RESEARCH WORK
条款 2-研究工作

2.1 Party B and Party A shall use reasonable efforts to perform a Project(s) substantially in accordance with the terms and conditions of this Agreement and the Project Authorization for such Project.
2.1 乙方和甲方需要作出合理的努力以使项目根据此协议的条款和对项目的项目授权进行。

2.2 In the event that the Principal Investigator on a Project under this Agreement becomes unable or unwilling to continue a Project and a mutually acceptable substitute is not available, Party B or Party A shall have the option to terminate said Project. Party B shall return any unused and uncommitted funding for this said Project to Party A.
2.2 一旦本协议下任何项目负责人不能或者不愿意继续推进项目，而又无法找到双方都认可的替换项目负责人，乙方和甲方可以终止此项目。乙方应该退还未使用和未承诺的资金给甲方。

2.3 In the event that a Project is not meeting any milestones set out in its Project Authorization, Party A shall provide notice to Party B pursuant to Article 9.2, and shall have the option to terminate said Project if such failure to meet milestones is not cured pursuant to Article 9.2
2.3 一旦项目没有达到预设在项目授权书里的里程碑，甲方将依据条款 9.2 通知乙方，如果项目未能按条款 9.2 的规定整改并达到预期，甲方有权选择终止项目。

ARTICLE 3 - REPORTS AND CONFERENCES
条款 3-报告和会议

3.1 Written reports shall be provided by Party B to Party A periodically according to the format, content and timing requirements agreed upon by the Parties and documented in the applicable Project Authorization, and a final report shall be submitted by Party B at the conclusion of each Project.
3.1 乙方将定期提供书面的项目进展汇报给甲方，项目进展的格式，内容和时间要求根据双方协商同意并记录在可执行的项目授权书中， 在每个项目结束时，乙方将提交该项目的最终报告。

3.2 During the term of this Agreement, representatives of Party B may meet with representatives of Party A at times and places mutually agreed upon to discuss the progress, milestones and results, as well as ongoing plans, or changes therein, for Project(s) to be performed hereunder.
3.2 在协议期内，乙方方面的代表会和甲方代表见面，地点和时间由双方商议决定，会面的目的是讨论项目当前进展，里程碑，或者项目的变化。

ARTICLE 4 - COSTS, BILLINGS, AND OTHER SUPPORT
条款 4-费用，帐目和其它资助

4.1 It is agreed that Party A shall provide to Party B Sixteen Million (US$ 16,000,000.00) U.S. Dollars for research to be conducted by Party B using Party B facilities, as follows:

1) Within sixty (60) days of the first anniversary of the signing of this Agreement, or upon the completion of construction of the driverless demonstration area in China by Party A, but in no case later than September 1, 2018, Party A shall provide Party B with Three Million (US$ 3,000,000.00) U.S. Dollars for research to be conducted by Party B using Party B facilities.

2) Within sixty (60) days of the second anniversary of the signing of this Agreement, or upon the first anniversary of the completion of construction of the driverless demonstration area in China by Party A, but in no case later than September 1, 2019, Party A shall provide Party B with Three Million (US$ 3,000,000.00) U.S. Dollars for research to be conducted by Party B using Party B facilities.
3) Within sixty (60) days of the third anniversary of the signing of this Agreement, or upon the second anniversary of the completion of construction of the driverless demonstration area in China by Party A, but in no case later than September 1, 2020, Party A shall provide Party B with Five Million (US$ 5,000,000.00) U.S. Dollars for research to be conducted by Party B using Party B facilities.
4) Within sixty (60) days of the fourth anniversary of the signing of this Agreement, or upon the third anniversary of the completion of construction of the driverless demonstration area in China by Party A, but in no case later than September 1, 2021, Party A shall provide Party B with Five Million (US$ 5,000,000.00) U.S. Dollars for research to be conducted by Party B using Party B facilities.

In the provision of funds, any taxes, tariffs, fees or charges incurred by Party A shall be borne by Party A and shall be in addition to, not taken from the funding levels described above.

4.1 甲方同意按下面的付款安排向乙方提供一千六百万美元的科研资金用于乙方利用乙方研究设施进行科研:

1) 在本协议签署一年后的六十日内，或者在甲方在中国建成无人驾驶示范区时，以二者中时间较迟者为准，但最迟不迟于 2018 年 9 月 1 日，甲方应向乙方提供三百万美元的科研资金用以乙方在乙方的设施进行科研。
2) 在本协议签署二年后的六十日内，或者在甲方在中国建成无人驾驶示范区满一年时，以二者中时间较迟者为准，但最迟不迟于 2019 年 9 月 1 日，甲方应向乙方提供三百万美元的科研资金用以乙方在乙方的设施进行科研。
3) 在本协议签署三年后的六十日内，或者在甲方在中国建成无人驾驶示范区满二年时，以二者中时间较迟者为准，但最迟不迟于 2020 年 9 月 1 日，甲方应向乙方提供五百万美元的科研资金用以乙方在乙方的设施进行科研。
4) 在本协议签署四年后的六十日内，或者在甲方在中国建成无人驾驶示范区满三年时，以二者中时间较迟者为准，但最迟不迟于 2021 年 9 月 1 日，甲方应向乙方提供五百万美元的科研资金用以乙方在乙方的设施进行科研。

在资助付款中，任何产生的税务，关税，及其他额外费用由甲方负责并且不包含在上述资助数额中。

4.2 Party B shall maintain a separate internal Party B account ("Master Account") to receive and manage the payments it receives from Party A pursuant to Article 4.1. The Parties acknowledge that the Master Account, being an internal Party B account, is not interest bearing. Unless otherwise specified in a Project Authorization, Party B shall provide Party A with monthly invoices for actual charges incurred in each Authorized Project, and Party B shall transfer such invoiced amounts from the Master Account to the applicable Authorized Project accounts within thirty (30) days of sending the applicable invoice to Party A.

4.2 乙方应该维持一个单独的内部乙方账户（"主账户"）用于接受和管理甲方依据条款 4.1 所支付的费用。双方同意，主账户作为乙方内部账户，不产生利息。除非在项目授权里面有特殊规定，否则乙方需要每个月都提供每一个授权项目实际支出的发票，并且乙方应该把发票金额在三十天内从主账户中转移到相应的授权项目中，并把发票提交甲方。

4.3 Unless otherwise agreed to in a Project Authorization, Party B shall retain title to any equipment purchased with funds provided by Party A under this Agreement. Equipment to be purchased shall be described in the Project Budget of the applicable Project Authorization.

4.3 除非项目授权书里同意，乙方应该保持基于甲方资金购买的设备。设备购买需要在项目授权书的项目预算里面说明。

4.4 Unless otherwise agreed to in a Project Authorization, Party B may, as reasonably necessary, modify the Project Budget for any Authorized Project if in doing so: (a) no Project Budget

category is increased or decreased by more than twenty (20%) percent; (b) Party B does not exceed the total Project Budget for such Authorized Project; and (c) the Project SOW is not materially changed.
4.4 除非项目授权书里另有规定外，乙方可以因适当的理由，改变任何项目授权书里面的项目的预算，做法如下（a）项目预算明细增加或者减少不超过 20%；（b）乙方没有超过项目授权的总预算；（c）项目的 SOW 没有实质改变。

4.5 In the event of early termination of an authorized Project by Party A pursuant to this Agreement, Party A shall pay all costs accrued by Party B as of the date of termination, including non-cancelable obligations, which shall include all non-cancelable contracts and fellowships or postdoctoral associate appointments called for in such Project, incurred prior to the effective date of termination. After termination, any obligation of Party A for fellowships or postdoctoral associates shall end. Total payment by Party A to Party B for all Projects under this Agreement shall not exceed Sixteen Million U.S. Dollars (US$ 16,000,000.00).
4.5 一旦项目在进行过程中被甲方终止，甲方应该支付乙方直至项目终止日期前产生的所有费用，包括无法撤销的承付款项，其中包括无法撤销的合同，奖学金或者基于此项目的博士后费用。而所有这些费用都在项目被终止前产生。项目终止后，甲方将停止对奖学金和博士后工资的支付。但甲方支付予本协议下全部项目的费用总和不超过一千六百万美元。

ARTICLE 5 – PUBLICITY
条款 5-公共宣传

Party A will not use the name of Party B, nor of any member of Party B's Project staff, in any advertising, news release or other promotional activity without the prior written approval of an authorized representative of Party B. Party B will not use the name of Party A, nor any employee of Party A, in any advertising or other promotional activity without the prior written approval of Party A. Nothing herein shall restrict either Party's right to disclose the existence of this Agreement, the identity of the Parties, or the nature and scope of any Project.
在没有书面申请并得到乙方授权之前，甲方不可使用乙方名字，也不可使用项目成员的名字进行任何广告，新闻发布或者其他推广活动。同样的，在没有正式授权之前，乙方不会使用甲方的名字，或者甲方雇员的名字，进行任何广告，新闻发布或者其他推广活动。本条款中的任何部分都不应限制任何一方对本协议的存在、双方的身份，或者对于项目的性质与范围进行批露的权利。

ARTICLE 6 – PUBLICATIONS
条款 6-出版物

Party A recognizes that under Party B policy, the results of all Projects must be available for publication and agrees that researchers engaged in Projects shall be permitted to present at symposia, national professional meetings, or regional professional meetings, and to publish in journals, theses or dissertations, or otherwise of their own choosing, methods and results of a Project, provided, however, that Party A shall have been furnished copies of any proposed form of publication or presentation for review at least forty (40) days in advance of the submission of such proposed publication or presentation to a journal, editor, or other third party. Party A shall have forty (40) days after receipt of said copies, to object to such proposed presentation or proposed publication because there is patentable subject matter which needs protection, or because Proprietary Information disclosed pursuant to Article 15, below, is contained therein. In the event that Party A makes such an objection, said researcher(s) shall refrain from making such publication or presentation for a maximum of three (3) months from date of receipt of such objection in order for Party B to file patent application(s) with the United States Patent and Trademark Office or foreign patent office(s) directed to the patentable subject matter contained

in the proposed publication or presentation. Party B shall comply with Party A's request to delete Proprietary Information from any such proposed publication or presentation.
甲方承认，基于乙方的规定，项目研究成果可用于发表，并且允许研究人员参与研讨会，以及国家的和区域的专业会议。研究成果可以发表在期刊上，也可以发表在学术论文上，或者以研究人员自己选择的方式发表研究。资助方有权在发表的 40 天前得到发表内容的复印件用做审查。资助方得到发表内容复印件后有 40 天的时间，有权根据成果保护需要或者依照下文条款 15 保密信息披露规定，反对研究人员发表研究成果。一旦甲方做出反对发表的决定，研究人员在接到此决定后 3 个月内，应暂停发表相关研究结果，以便乙方就提议出版物或陈述中所包含的可申请专利题材向美国专利和商标局或相关的海外专利局提交专利申请。乙方应遵从甲方的请求对任何此类提议出版物或陈述中包含的保密信息进行删除。
乙方。

ARTICLE 7 - INTELLECTUAL PROPERTY
条款 7-知识产权

7.1 All rights and title to Party B Intellectual Property under Project shall belong to Party B and shall be subject to the terms and conditions of this Agreement.
7.1 所有由项目产生的属于乙方知识产权的权利和所有权都归乙方所有，且受本协议中的条款和条件的制约。

7.2 All rights and title to Joint Intellectual Property shall be jointly owned by Party A and Party B and shall be subject to the terms and conditions of this Agreement.
7.2 所有属于联合知识产权的权利和所有权都归甲方和乙方共同所有，且受本协议中的条款和条件的制约
乙方

7.3 Party B will promptly notify Party A of any Party B Intellectual Property or Joint Intellectual Property. If Party A desires that a patent application or application for other intellectual property protection be filed, Party A shall direct Party B to file, and Party B shall promptly prepare, file, and prosecute such U. S. and foreign application in Party B's name, or in the names of both parties if the invention is Joint Intellectual Property. Party A shall bear all costs incurred in connection with such preparation, filing, prosecution, and maintenance of U. S. and foreign application(s) covering Party B Intellectual Property or Joint Intellectual Property. Party A shall cooperate with Party B to assure that such application(s) will cover, to the best of Party A's knowledge, all items of commercial interest and importance. While Party B shall be responsible for making decisions regarding scope and content of application(s) to be filed and prosecution thereof, Party A shall be given an opportunity to review and provide input thereto. Party B shall inform Party A of all developments with respect to such application(s) and shall promptly supply to Party A copies of all papers received and filed in connection with the prosecution thereof in sufficient time for Party A to comment thereon.
7.3 乙方应就任何乙方知识产权和联合知识产权及时告知甲方。 如果甲方希望申请专利或者申请其他知识产权保护，甲方应指示乙方进行申请，而乙方则应及时以乙方的名义准备文件并且在美国或者海外进行申请， 或对联合知识产权以甲方和乙方双方的名义去申请。甲方负责在美国和海外申请过程中乙方知识产权和联合知识产权所需所有的费用，包括专利准备，提交，申请以及维护费用。甲方应和乙方合作并保证，在甲方知识范围内，该申请将覆盖所有的商业利益和重要性。虽然乙方负责做申请的范围和内容的决定，乙方应给予甲方审查申请和提供建议的机会。乙方应该及时通知甲方所有有关申请的进展并且及时提供甲方所有申请过程接收到或者提交的文件资料的复印件给甲方，以使甲方有充分时间来评阅。

7.4 With respect to Joint Intellectual Property, if Party A decides to discontinue, or refrain from providing, the financial support of the prosecution or maintenance of the protection of Joint Intellectual Property, Party B shall be free to file or continue prosecution or maintain any such application(s), and to maintain any protection issuing thereon in the U. S. and in any foreign country at Party B's sole expense and all Party A's rights in the applicable patents or patent applications shall be and are hereby transferred to Party B.

7.4 关于联合知识产权，如果甲方决定终止继续提供申请或者维护联合知识产权的资金支持，乙方可以自由决定是否继续在美国或者美国以外申请或者维护专利。如果乙方单独承担了此项费用，相应的专利或者专利申请中所有甲方的权利将会并在此转移到乙方。

7.5 With respect to Party B Intellectual Property, if Party A elects not to exercise its option as described below, or decides to discontinue or refrain from providing the financial support of the prosecution or maintenance of the protection of Party B Intellectual Property, Party B shall be free to file or continue prosecution or maintain any such application(s), and to maintain any protection issuing thereon in the U. S. and in any foreign country at its sole expense, and all Party A's rights in the applicable patents or patent applications shall be terminated.
7.5 关于乙方知识产权，如果甲方选择不执行下文描述的选择权或者决定停止提供申请或者维护乙方知识产权的资金支持，乙方可以自由决定是否继续在美国或者美国以外申请或者维护专利乙方，所有甲方的在相应的专利或者专利申请中的权利将被终止。

ARTICLE 8 - GRANT OF RIGHTS
条款 8-权利许可

8.1 Party B hereby grants Party A a royalty-free, non-exclusive license, without the right to sublicense, to use Party B Intellectual Property within its own organization for any purpose.
8.1 乙方在此授权甲方一项免版税，非独占性，不可转让授权或再授权许可，以使甲方在其组织内部里使用乙方知识产权进行任何目的的活动。

8.2 Party B hereby grants the first option to negotiate for an exclusive, royalty-bearing license under Party B Intellectual Property with a right to sublicense. Terms and conditions of these licenses are to be negotiated in good faith and agreed upon between Party B and Party A. Provided that Party A has participated in bearing patent expenses, as described in Section 7.3 above, this option shall extend for a period of one hundred and twenty (120) days from the disclosure of Party B Intellectual Property to Party A.
8.2 乙方授予甲方一个优先选择权，可以协商获得独家的，需缴付专利费用、可再授权的乙方知识产权授权许可。关于以上授权许可合同条款应基于乙方和甲方双方的诚意协商。假设甲方已经参与并支付了如 7.3 所述的专利申请费用，此选择权将在乙方知识产权披露给甲方起一百二十天（120 天）内有效。

8.3 In the event that Party A wishes to exclusively commercialize Joint Intellectual Property, Party A shall pay full patent costs for protection and maintenance of such joint inventions and shall be given an option to an agreement, containing reasonable terms and conditions to be mutually agreed upon, whereby Party B will refrain from exercising its rights to commercially exploit the Joint Intellectual Property. This option shall extend for a period of one hundred and twenty (120) days from the disclosure of Joint Intellectual Property to Party A.
8.3 若甲方希望独家产业化联合知识产权，甲方应该支付用来保护和维护此联合知识产权的全部专利费用，并且获得一个选择权以协商包括避免乙方行使对于这个联合产权商业开发的权利等内容的、双方共同认可的包括合理条款的协议。此选择权将在联合知识产权披露给甲方起一百二十天（120 天）内有效。

8.4 In the event that Party A acquires an exclusive license or right under subsections 8.2 or 8.3 of this Article, Party B will retain the right to continue to use any Party B Intellectual Property and Joint Intellectual Property within Party B for non-commercial purposes.
8.4 如果甲方获得了独家授权许可或者是基于条款 8.2 或 8.3 的权利， 乙方将保留在乙方内部以任何非商业目的使用任何乙方知识产权和联合知识产权的权利。

ARTICLE 9 - TERM AND TERMINATION
条款 9 - 期限和终止

9.1 This Agreement shall become effective upon the date first written above and shall continue in effect for the full duration of the Contract Period. The Parties may, however, extend the term of this Agreement for additional periods as desired under mutually agreeable terms and conditions which the Parties reduce to writing and sign in accordance with Article 14 below. Either Party may terminate this Agreement upon ninety (90) days prior written notice to the other. If Party B becomes unable to continue meeting its obligations under this Master Research Agreement due to the expropriation or confiscation of Party B property or facilities, or compliance with any law, regulation, order, or request of any governmental authority or person purporting to act therefore which affects to a degree not presently existing the supply, availability or use of capital, materials or labor to Party B, Party B may terminate this Agreement upon thirty (30) days prior written notice to Party A. In the event this Agreement is terminated by either Party A or Party B, the terms and conditions related to Joint Intellectual Property and Party B Intellectual Property shall remain in effect and survive termination. In the event of early termination of this Agreement, the individual Project Authorizations and Article 4.5 shall govern Party A's obligation to pay for any additional expenses and Party B's obligation to return unused and uncommitted funding to Party A.
9.1 本协议自签署之日起生效，且在整个协议有效期内有效 。但是，根据下面的条款 14，缔约双方在双方同意的基础上，通过书面签署，可以延长本协议的有效期。任何一方都可以在提前九十天书面通知后终止本协议。如果乙方因其财产或设施被征收或没收，或因需遵守任何法律，法规，法院命令，政府或代表政府的个人的命令而对乙方现有的对资金，财产和人员的供给和使用产生影响， 乙方可以在提前三十天书面通知甲方后终止本协议。无论是甲方或是乙方提前终止协议的，本协议对联合知识产权及乙方知识产权条款及规定在协议终止后依然适用.如本协议提前终止或某项目授权书提前终止，条款 4.5 应适用于甲方支付任何新增费用的责任及乙方将未使用并未承诺的余款返还予甲方的责任。

9.2 In the event that either Party commits any breach of, or default in, any of the terms or conditions of this Agreement or a Project Authorization entered into hereunder, and fails to remedy such default or breach within ninety (90) days after receipt of written notice thereof from the other Party, the Party giving notice may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement or the Project Authorization as applicable by sending notice of termination in writing to the other Party. Such notice of breach shall serve as documentation of a Dispute pursuant to Article 12. Such notice of termination shall be effective as of the date of the receipt of such notice. In the event the Dispute and subsequent termination relates to a Project Authorization, the termination shall apply only to such Project Authorization, and this Agreement and any other Project Authorizations hereunder shall be unaffected thereby.
9.2 一旦任何一方不履约或是违反此协议的任何条款或者是之后的项目授权书的人和条款，并且没有在收到另一方书面通知的 90 天内对不履约或是违反行为完成整改，通知方有权选择在寻求依据法律补偿的基础上，通过提交书面通知书给另一方以终止此协议或者是相关项目授权书 。此通知将会作为条款 12 纠纷的依据文件。此终止通知生效日期应以收到通知的日期为准当纠纷和随后的项目终止与某项目授权书有关，终止将仅仅适用该项目授权书，而此协议和其他项目授权书应不受影响。

9.3 At or near in time to entering into this Master Research Agreement, the Parties have, or will enter into, separate agreements ("Facilities Support Agreement" and "Consulting Agreement") whereby Party A, or its related entities as described in Article 13.2, will provide funding of Nine Million U.S. Dollars (US$ 9,000,000.00) to Party B over a three (3) year period to support the expansion and upgrading of Party B facilities related to the Mcity Test Facility and the Michigan Robotics Institute, and will provide additional funding of Two Million U.S. Dollars (US$ 2,000,000.00) to Party B to fund Party B's effort in providing consulting services to Party A to support Party A's efforts to establish a driverless demonstration area in the City of Shenzhen, Guangdong Province, China. A breach of the Facilities and Consulting Agreement, or the failure to enter into the Facilities and Consulting Agreement within ten (10)

business days of the effective date of this Agreement, shall be deemed a breach of this Master Research Agreement.
9.3 在签署本协议的同时，双方已经或将要签署“设施资助协议”及“顾问协议”。在其中，甲方或其如条款 13.2 描述的相关机构将分三年向乙方提供九百万美元（US$9,000,000.00）以支持乙方相关 Mcity 测试基地和 Michigan Robotic Institute 的设施升级和建设，甲方并将向乙方支付两百万美元（$2,000,000.00）以资助乙方向甲方提供顾问服务以支持甲方在中国广东省深圳市建设无人驾驶示范区的努力。对“设施资助协议“或”顾问协议”的违约，或未在本协议生效后十个工作日内签署“设施资助协议”和“顾问协议”将等同于对本协议的违约。

9.4 No termination of this Agreement, however effectuated, shall release the Parties from their rights and obligations accrued prior to the effective date of termination.
9.4 本协议的终止并不终止双方在协议终止生效日前已产生的权力和义务。

ARTICLE 10 - INDEPENDENT CONTRACTOR
条款 10-独立合同人

10.1 Party B shall be deemed to be, and shall be, an independent contractor and, as such, Party B shall not be entitled to any benefits applicable to employees of Party A; Party A does not provide any benefits to employees of Party B.
10.1 乙方应被认为是一个独立合同人，不享受任何资助方雇员的福利；甲方也不提供任何福利给乙方雇员。

10.2 Neither Party is authorized or empowered to act as agent for the other for any purpose, and shall not, on behalf of the other, enter into any contract, warranty or representation as to any matter. Neither shall be bound by the acts or conduct of the other.
10.2 协议任何一方都没有被授权或者给予权利以任何目的充当另一方的代理人，且不得代表另一方就任何事宜签订任何合同、保证或代理。任何一方都不受另一方行为约束。

ARTICLE 11 - INSURANCE AND INDEMNIFICATION
条款 11-保险及免责

11.1 Party B warrants and represents that Party B has adequate liability insurance, such protection being applicable to officers, employees, and agents while acting within the scope of their employment by Party B. Party B has no liability insurance policy as such that can extend protection to any other person, including Party A. Party A has no liability insurance policy as such that can extend protection to any other person in Party B.
11.1 乙方保证具有足够的责任险，该保险适用于在乙方雇用范围内履行职责的工作的官员、雇员和代理人。乙方没有任何责任险保护任何其他人员及甲方，同样的，甲方也没有任何责任险保护乙方的任何人员。

11.2 Each Party hereby assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of that Party and the officers, employees, and agents thereof.
11.2 在此，任何一方承担应其自方官员，雇员或者代理人的过失行为或者疏忽所造成的所有个人伤害和财产损失。

11.3 Party A understands that Party B is an educational institution created under Article 8, Section 5 of the Michigan Constitution and operated pursuant to authority conferred by the State of Michigan. As a state institution, Party B is prohibited from lending the credit of the state pursuant to Article 9 of the Michigan Constitution. Party A acknowledges that this Agreement does not confer upon Party A any right of claim of indemnification by Party B, either express or implied.

11.3 甲方承认乙方是根据密歇根州宪法第 5 部分第 8 条而创建并依照密歇根州授予的权利而运营的一个教育机构。乙方作为一个州立机构，依照密歇根宪法的条款 9，乙方被禁止出借该州的信用。甲方承认，除非特别指出，本协议并不通过明示或暗示授予甲方任何属于乙方的免责权力 。

ARTICLE 12 - GOVERNING LAW AND DISPUTE RESOLUTION
条款 12－适用法律及争议解决

12.1 This Agreement shall be governed and construed in accordance with the laws of the Republic of Singapore, irrespective of its conflict of laws provisions. In the event of any dispute or controversy arising out of, or in relation to, this Agreement or any Project Authorization (hereinafter "Dispute"), the non-breaching Party shall send a written notice of the breach, dispute or controversy to the other Party and the Parties agree that they shall attempt to find an amicable solution to the Dispute, and that they shall negotiate to that end in good faith.
12.1 本协议受新加坡共和国法律的管理和解释，忽略法律规定的冲突。一旦任何争议和本协议或者和任何项目授权书（下称"争议"）相关，未违约方应该提交书面违约，纠纷或者争议给另一方，双方同意试图寻找友好解决途径并进行诚意协商以解决争议。

12.2 If the Parties fail to find an amicable solution to the Dispute within thirty (30) days from the date the non-breaching Party sends written notice of the alleged breach, dispute or controversy, such Dispute may, upon the unilateral election of either Party, be referred to the Singapore International Arbitration Centre ("**SIAC**"), and finally settled by arbitration in accordance with the SIAC Rules 2016 (6th Edition, 1 August 2016 ("**Rules**")). The seat of arbitration shall be Singapore and the language to be used in the arbitration proceedings shall be English. The results of such arbitration shall be final and binding upon the Parties, and shall be enforceable in any court having jurisdiction over the Party against whom the award was rendered. The costs of the arbitration of both Parties, as defined in the Rules, shall be borne and paid by the losing Party of the arbitration.
12.2 如果双方未能在守约方向违约方提交涉嫌违规，纠纷或争议书面通知三十日之内友好协商解决，则该争议可以通过任何一方单方面选择提交至新加坡国际仲裁中心（"SIAC"），并按照 2016 新加坡国际仲裁条款（第六修订版，2016 年 8 月 1 日，下称"条款"）处理。仲裁所在地应为新加坡，仲裁程序中应使用英文。仲裁裁决是最终的，对双方均有约束，并且任何对被裁决一方有管辖权的法院都可对其强制执行。根据条款规定，仲裁的费用应由仲裁败诉方承担。

ARTICLE 13 – ASSIGNMENT
条款 13-转让

13.1 Except as provided in Section 13.2, this Agreement shall not be assigned by either Party without the prior written consent of the Parties hereto.
13.1 除了 13.2 相关规定，任何一方若未事先得到另一方的书面同意，不得对本协议进行转让。

13.2 This Agreement is assignable to any division of Party A, any majority stockholder of Party A, or any legally controlled subsidiary of Party A in which at least fifty-one (51) percent of the outstanding stock is owned by Party A.
13.2 本协议可被转让给甲方的任何部门，任何甲方的控股股东，或者任何甲方控股的子公司（其中甲方股份超过 51%）。

ARTICLE 14 - AGREEMENT MODIFICATION
条款 14-协议修订

Any agreement to change the terms of this Agreement in any way shall be valid only if the change is made in writing and approved by mutual agreement of authorized representatives of the Parties hereto.
任何对本协议条款的修改，只有在双方授权代表同意并有书面文件签署的情况下方可生效。

ARTICLE 15 – CONFIDENTIALITY
条款 15-保密性

Each Party agrees to use the proprietary information and data acquired from the other Party and identified as such at the time of disclosure ("Proprietary Information") only in performing the Authorized Project under this Agreement to which the disclosure relates, and to otherwise comply with the terms and conditions of the Non-Disclosure Agreement entered into by the Parties effective September 1, 2016, and attached hereto as Exhibit B.
双方同意在使用的从另一方获得的在披露时标注为专有信息和数据（“专有信息”）时，仅仅用于基于本协议的该项目授权书，并遵守双方签订的于 2016 年 9 月 1 日生效的保密协议的条款，见附件 Exhibit B。

ARTICLE 16 – EXPORT CONTROLS
条款 16-出口管制

It is anticipated by the Parties that the activities contemplated under this Agreement will constitute Fundamental Research as defined by U.S. export control laws and regulations. However, it is understood that the Parties are subject to laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities, and that their obligations hereunder are contingent upon compliance with applicable export laws and regulations.
双方预期所有基于本协议的活动在美国出口控制法律法规中被定义为基础研究。然而，双方都理解双方都受控制技术数据、电脑软件、实验原型和其它商品的相关出口管制法律法规所约束，依此，双方的义务应依符合相关适用的出口法律和法规而定。

ARTICLE 17 – NOTICES
条款 17-通知

Notices hereunder shall be deemed made if given by registered or certified envelope, postage prepaid, and addressed to the Party to receive such notice at the address given below, or such other address as may hereafter be designated by notice in writing:
通知如下即认为履约，任何通知都必须通过邮资预付的注册或认可邮件，或全国认可的隔夜投递服务寄出，收件人应为以下地址，或本协议之后通过书面形式通知的其它地址：

If to Party A:
若致甲方：

Frontt Capital Management, LTD
Room 1708, Rong Chao Trade Center
4028 Jintian Road, Futian
Schenzhen, Guangdong, China
Attn: Leijing Wang

If to Party B:
若致乙方：

University of Michigan
Office of Research and Sponsored Projects
1st Floor Wolverine Tower
3003 S. State Street
Ann Arbor, MI 48109-1274
Attn: Jeffrey Longe

ARTICLE 18 – APPLICABILITY OF TERMS AND EXECUTION
条款 18-条款及执行适用性

18.1 The terms of this Agreement shall apply to each Project authorized hereunder unless the Parties specifically modify the terms of this Agreement as they relate to a specific Project. In such event, the Project Authorization shall specifically describe which terms of this Agreement shall not apply to the Project, or shall provide alternative terms that have been agreed to by the Parties for such Project.
18.1 本协议条款适用于任何按本协议授权的项目，除非双方为特定的项目特别修改本协议的条款。在这种情况下，项目授权书应该特别指出不适用于该项目的协议条款，或者提供双方都同意的替换条款。

18.2 This Agreement shall be executed in two counterparts with equal legal force, with one held by Party A and one held by Party B.
18.2 本协议应签署一式两份具有同等法律效力。甲方和乙方各执一份。

18.3 This Agreement will come into being in a single document, incorporating both the Chinese and English languages, with each version expressing the same terms and content. Should there be any discrepancy between the two language versions, the English version of this Agreement shall prevail.
18.3 本协议将采取单一文件的形式，包括中文及英文两种语言。两种语言版本的条款和内容一致。本协议的英文文本和中文文本如有不一致之处，以英文文本为准。

AGREED TO:
同意：

FRONTT CAPITAL MANAGEMENT LTD. 深圳市前海**前沿科技产业管理有限公司**	THE REGENTS OF THE UNIVERSITY OF MICHIGAN 密歇根大学董事会
By _____	By _____
Typed Name _____	Typed Name _____
Title _____	Title _____
Date _____	Date _____

EXHIBIT A
附件 A

PROJECT AUTHORIZATION
项目授权书

Project Title:
项目名称：

Party B ORSP Number:
乙方项目号：

UM Principal Investigator:
乙方项目负责人：

Project Statement of Work:
项目工作说明书：

Project Milestone:
项目里程碑：

Project Budget:
项目预算：

Project Period of Performance:
项目期限：

Deviations from Master Research Agreement Terms:
与研究总协议条款不同之处：

AGREED TO:
同意：

FRONTT CAPITAL MANGAGEMENT, LTD. **深圳市前海前沿科技产业管理有限公司**	THE REGENTS OF THE UNIVERSITY OF MICHIGAN 密歇根大学董事会
By _____	By _____
Typed Name _____	Typed Name _____
Title _____	Title _____
Date _____	Date _____

CONSULTING AGREEMENT
顾问协议

THIS CONSULTING AGREEMENT, effective this 16th day of November 2016, by and between FRONTT CAPITAL MANAGEMENT, LTD ("Party A") and the REGENTS OF THE UNIVERSITY OF MICHIGAN, a non-profit educational institution located in the State of Michigan, USA ("Party B"). Party A and Party B may hereafter be referred to individually as a "Party" or together as the "Parties".
本顾问协议于 2016 年 11 月 16 日生效，协议双方为协议双方分别为由深圳市前海**前沿科技产业管理有限公司**（下称"甲方"）和密歇根大学董事会， 一个位于美国密歇根州的非盈利性的教育机构（下称"乙方"）。甲方和乙方在本协议中分别称为"一方"或者共同称为"双方"。

WHEREAS, Party A wishes to engage Party B's efforts in providing consulting to Party A to support Party A's efforts to establish a driverless demonstration area in China; and
鉴于，甲方希望获得乙方的顾问服务以支持甲方在中国建设无人驾驶汽车示范区，

WHEREAS, the consulting program contemplated by this Consulting Agreement is of mutual interest and benefit to Party B and to Party A.
鉴于，本顾问协议所预期的顾问项目是基于乙方和甲方共同的兴趣和利益。

NOW, THEREFORE, in consideration of the above assumptions and the promises and mutual covenants below, the parties agree to the following:
现在，因此，根据本协议中的共同承诺和条件，双方特此同意如下：

ARTICLE 1 – DEFINITIONS
条款 1 - 定义

1.1 "Project" means the consulting services described in ORSP 17-PAF02086 under the direction of Jack Hu, Principal Consultant who may delegate this role to James Sayer. Party B may change the Principal Consultant by providing Party A with notice per Article 15 below.
1.1 "项目"为由 Jack Hu (顾问负责人) 指定 James Sayer 为代表指导的按 ORSP 17-PAF02086 所描述的顾问服务。乙方可更换顾问负责人并按条款 15 通知甲方。

1.2 "Contract Period" is from January 1, 2017 through December 31, 2019, unless earlier terminated pursuant to this Consulting Agreement.
1.2 "协议有效期"为 2017 年 1 月 1 日至 2019 年 12 月 31 日，除非根据本协议条款提前终止。

ARTICLE 2 - CONSULTING WORK
条款 2 - 顾问工作

Party B and Party A will use reasonable efforts to perform the Project substantially in accordance with the terms and conditions of this Consulting Agreement.
乙方和甲方将根据本协议的条款使用合理的努力进行项目的执行。

ARTICLE 3 - REPORTS AND CONFERENCES
条款 3 - 报告和会议

3.1 Party B will periodically provide written program reports to Party A. Party B will submit a final report at the conclusion of the Contract Period.
3.1 乙方将定期向甲方提供项目报告。乙方在协议有效期结束时将向甲方提供一个最终报告。

3.2 During the Contract Period, representatives of Party B may meet with representatives of Party A at times and places mutually agreed upon to discuss the progress and results, as well as ongoing plans, or changes in the Project.
3.2 在协议有效期中，乙方代表可与甲方代表在双方同意的时间和地点会面以讨论项目进展，结果，计划及项目变更。

ARTICLE 4 - COSTS, BILLINGS, AND OTHER SUPPORT
条款 4 - 费用，帐目和其它资助

4.1 Total costs to Party A shall be Two Million U.S. Dollars (US$ 2,000,000.00). A one-time payment of Two Million U.S. Dollars (US$ 2,000,000.00) will be made by Party A to Party B no later than March 31, 2017. In the provision of funds, any taxes, tariffs, fees or charges incurred by Party A shall be borne by Party A and shall be in addition to, not taken from, the funding levels described above.
4.1 甲方应支付总计两百万美元的费用。甲方将在 2017 年 3 月 31 日之前向乙方一次性支付两百万美元。 在付款过程中，任何产生的税务，关税，及其他额外费用由甲方负责并且不包含在上述金额中。

4.2 In the event of early termination of the Project by Party A, Party A will pay all costs accrued by Party B as of the date of termination, including non-cancelable obligations, such as non-cancelable contracts and fellowships or postdoctoral associate appointments called for in the Project. Any obligation of Party A for fellowships or postdoctoral associates end no later than the end of Party B's academic year during which termination occurs. Total payment by Party A to Party B shall not exceed Two Million U.S. Dollars (US$ 2,000,000.00).
4.2 如甲方提前终止项目，甲方应该支付乙方直至项目终止日期前产生的所有费用，包括无法撤销的承付款项，其中包括无法撤销的合同，奖学金或者基于此项目的博士后费用。其中甲方承担的任何奖学金或者博士后费用将不迟于协议终止日期所在的乙方学年末终止。但甲方向乙方支付的费用总额不应超过两百万美元。

ARTICLE 5 – PUBLICITY
条款 5 - 公共宣传

Party A will not use the name of Party B, nor of any member of Party B's Project staff, in any advertising, news release or other promotional activity without the prior written approval of an authorized representative of Party B. Party B will not use the name of Party A, nor any employee of Party A, in any advertising or other promotional activity without the prior written approval of Party A. Nothing herein shall restrict either Party’s right to disclose the existence of this Consulting Agreement, the identity of the Parties, or the nature and scope of the Project.

在没有书面申请并得到乙方授权之前，甲方不可使用乙方名字，也不可使用项目成员的名字进行任何广告，新闻发布或者其他推广活动。同样的，在没有正式授权之前，乙方不会使用甲方的名字，或者甲方雇员的名字，进行任何广告，新闻发布或者其他推广活动。本条款中的任何部分都不应限制任何一方对本协议的存在、双方的身份，或者对于项目的性质与范围进行批露的权利。

ARTICLE 6 – RIGHTS IN INFORMATION
条款 6 - 信息权力

Party A shall have the right to use data, information and reports that are prepared by Party B in the performance of the Project and provided to Party A in any manner that Party A deems appropriate.
甲方有权以其认为适合的方式使用由乙方提供的在项目执行中准备的数据，信息及报告。

ARTICLE 7 - TERM AND TERMINATION
条款 7 - 期限及终止

7.1 This Consulting Agreement shall become effective upon the date first written above and shall continue in effect for the full duration of the Contract Period. The Parties may, however, extend the term of this Agreement for additional periods as desired under mutually agreeable terms and conditions which the Parties reduce to writing and sign in accordance with Article 12 below. Party A may terminate this Consulting Agreement upon ninety (90) days prior written notice to Party B. If Party B is unable to continue the Project as a result of the expropriation or confiscation of Party B property or facilities, or compliance with any law, regulation, order, or request of any governmental authority or person purporting to act therefore which affects to a degree not presently existing the supply, availability or use of capital, materials or labor to Party B, Party B may terminate this Consulting Agreement upon thirty (30) days prior written notice to Party A.
7.1 本协议自签署之日起生效，且在整个协议有效期内有效 。但是，根据下面的条款 12，缔约双方在双方同意的基础上，通过书面签署，可以延长本协议的有效期。甲方可以在提前九十天书面通知乙方后终止本协议。如果乙方因其财产或设施被征收或没收，或因需遵守任何法律，法规，法院命令，政府命令而对乙方现有的对资金，财产和人员的供给和使用产生影响而不能继续项目，乙方可以在提前三十天书面通知甲方后终止本协议。

7.2 In the event that either Party commits any breach of, or default in, any of the terms or conditions of this Consulting Agreement and fails to remedy such default or breach within ninety (90) days after receipt of written notice thereof from the other Party, the Party giving notice may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Consulting Agreement by sending notice of termination in writing to the other Party. Such notice of breach shall serve as documentation of a Dispute pursuant to Article 10. Such notice of termination shall be effective as of the date of the receipt of such notice.
7.2 一旦任何一方不履约或是违反此协议的任何条款或者是之后的项目授权书的人和条款，并且没有在收到另一方书面通知的 90 天内对不履约或是违反行为完成整改，通知方有权选择在寻求依据法律补偿的基础上，通过提交书面通知书给另一方以终止此协议或者是相关项目授权书 。此通知将会作为条款 10 纠纷的依据文件。此终止通知生效日期应以收到通知的日期为准当纠纷和随后的项目终止与某项目授权书有关，终止将仅仅适用该项目授权书，而此协议和其他项目授权书应不受影响。

7.3 At or near in time to entering into this Consulting Agreement, the Parties have, or will enter into, separate agreements ("Master Research Agreement" and "Facilities Support Agreement"), whereby Party A, or its related entities as described in Article 11.2, will provide funding of Sixteen Million U.S. Dollars (US$ 16,000.000.00) to Party B over a multi-year period to support research projects at Party B related to driverless vehicles and will provide additional funding of Nine Million U.S. Dollars (US$ 9,000.000.00) to Party B over a three (3) year period to support the expansion and upgrading of Party B's facilities related to the Mcity Test Facility and the Michigan Robotics Institute. A breach or termination of the Master Research Agreement or the Facilities Support Agreement, or the failure to enter into the Master Research Agreement or the Facilities Support Agreement within ten (10) business days of the effective date of this Consulting Agreement, shall be deemed a breach of this Consulting Agreement.
7.3 在签署本协议的同时，双方已经或将要签署"研究总协议"及"设施资助协议"。在其中，甲方或其如条款 11.2 描述的相关机构将分年向乙方提供一千六百万美元（US$16,000,000.00）用于无人驾驶汽车的科学研究，同时甲方将分三年向乙方提供九百万美元（US$9,000,000.00）以支持乙方相关 Mcity 测试基地和 Michigan Robotic Institute 的设施升级和建设。对"研究总协议"或"设施资助协议的违约，或未在本协议生效后十个工作日内签署"研究总协议"和"设施资助协议"将等同于对本协议的违约。

7.4 No termination of this Consulting Agreement, however effectuated, shall release the Parties from their rights and obligations accrued prior to the effective date of termination.
7.4 本协议的终止并不终止双方在协议终止生效日前已产生的权利和义务。

ARTICLE 8 - INDEPENDENT CONTRACTOR
条款 8 - 独立合同人

8.1 Under this Consulting Agreement, Party B's relation to Party A is solely that of an independent contractor and neither Party's employees are entitled to any benefits applicable to employees of the other Party.
8.1 在此顾问协议中，乙方对甲方的关系仅为独立合同人，任何一方的雇员都不享受另一方雇员的福利。

8.2 Neither Party is authorized or empowered to act as agent for the other for any purpose, and may not, on behalf of the other, enter into any contract, warranty or representation on any matter. Neither shall be bound by the acts or conduct of the other.
8.2 协议任何一方都没有被授权或者给予权利以任何目的充当另一方的代理人，且不得代表另一方就任何事宜签订任何合同、保证或代理。任何一方都不受另一方行为约束。

8.3 While Party B's relation to Party A is solely that of independent contractor, Party B agrees that, for a period of 6 years from the effective date of this Consulting Agreement, Party B will not provide consulting services to support any 3rd party's efforts to establish a driverless demonstration area within the People's Republic of China.
8.3 虽然乙方对甲方的关系仅为独立合同人，乙方同意在此顾问协议生效之日起六年内，乙方不向任何第三方为在中国建设无人驾驶示范区提供顾问服务。

ARTICLE 9 - INSURANCE AND INDEMNIFICATION
条款 9 - 保险及免责

9.1 Party B warrants and represents that Party B has adequate liability insurance applicable to officers, employees, and agents while acting within the scope of their employment by Party B. Party B liability insurance policies do not extend protection to any other person.
9.1 乙方保证具有足够的责任险，该保险适用于在乙方雇用范围内履行职责的工作的官员、雇员和代理人。乙方的责任险不涵盖任何其他人员，

9.2 Each Party assumes all risks of personal injury and property damage attributable to the negligent acts or omissions of its own officers, employees, and agents.
9.2 任何一方应承担因其自方官员，雇员或者代理人的过失行为或者疏忽所造成的所有个人伤害和财产损失。

9.3 Party A understands that Party B is an educational institution created under Article 8, Section 5 of the State of Michigan Constitution of 1963. Party B, as a state institution, has strict limitations imposed upon its use of assets, and, consequently, Party B does not, and cannot, pay for any claims against Party A brought by third parties related to this Consulting Agreement.
9.3 甲方承认乙方是根据 1963 年密歇根州宪法第 5 部分第 8 条创建的一个教育机构。乙方作为一个州立机构，乙方对于其财产的使用受到严格的限制，因此乙方不能也不会支付任何与本顾问协议相关的由第三方对甲方提起的诉讼。

ARTICLE 10 - GOVERNING LAW AND DISPUTE RESOLUTION
条款 10 - 适用法律及争议解决

10.1 This Consulting Agreement shall be governed and construed in accordance with the laws of the Republic of Singapore, irrespective of its conflict of laws provisions. In the event of any dispute or controversy arising out of, or in relation to, this Consulting Agreement (hereinafter "Dispute"), the non-breaching Party shall send a written notice of the breach, dispute or controversy to the other Party, and the Parties agree that they shall attempt to find an amicable solution to the Dispute and that they shall negotiate to that end in good faith.
10.1 本协议受新加坡共和国法律的管理和解释，忽略法律规定的冲突。一旦任何争议和本协议相关，未违约方应该提交书面违约，纠纷或者争议给另一方，双方同意试图寻找友好解决途径并进行诚意协商以解决争议。

10.2 If the Parties fail to find an amicable solution to the Dispute within thirty (30) days from the date the non-breaching Party sends written notice of the alleged breach, dispute or controversy, such Dispute may, upon the unilateral election of either Party, be referred to the Singapore International Arbitration Centre ("**SIAC**"), and finally settled by arbitration in accordance with the SIAC Rules 2016 (6th Edition, 1 August 2016 ("**Rules**")). The seat of arbitration shall be Singapore and the language to be used in the arbitration proceedings shall be English. The results of such arbitration shall be final and binding upon the Parties, and shall be enforceable in any court having jurisdiction over the Party against whom the award was rendered. The costs of the arbitration of both Parties, as defined in the Rules, shall be borne and paid by the losing Party of the arbitration.
10.2 如果双方未能在守约方向违约方提交涉嫌违规，纠纷或争议书面通知三十日之内友好协商解决，则该争议可以通过任何一方单方面选择提交至新加坡国际仲裁中心（"SIAC"），并按照 2016 新加坡国际仲裁条

款（第六修订版，2016 年 8 月 1 日，下称“条款”）处理。仲裁所在地应为新加坡，仲裁程序中应使用英文。仲裁裁决是最终的，对双方均有约束，并且任何对被裁决一方有管辖权的法院都可对其强制执行。根据条款规定，仲裁的费用应由仲裁败诉方承担。

ARTICLE 11 – ASSIGNMENT
条款 11 - 转让

11.1 Except as provided in Section 11.2, this Consulting Agreement may not be assigned by either Party without the prior written consent of the other.
11.1 除了 11.2 相关规定，任何一方若未事先得到另一方的书面同意，不得对本协议进行转让。

11.2 This Consulting Agreement is assignable to any division of Party A, any majority stockholder of Party A, or any legally controlled subsidiary of Party A, in which at least fifty-one (51) percent of the outstanding stock is owned by Party A.
11.2 本协议可被转让给甲方的任何部门，任何甲方的控股股东，或者任何甲方控股的子公司（其中甲方股份超过 51%）。

ARTICLE 12 - AGREEMENT MODIFICATION
条款 12 - 协议修改

Any agreement to change the terms of this Consulting Agreement in any way shall be valid only if the change is made in writing and signed by authorized representatives of the Parties hereto.
任何对本协议条款的修改，只有在双方授权代表同意并有书面文件签署的情况下方可生效。

ARTICLE 13 – CONFIDENTIALITY
条款 13 - 保密性

Each Party agrees to use the proprietary information and data acquired from the other Party, and identified as such at the time of disclosure ("Proprietary Information"), only in performing this Consulting Agreement, and to otherwise comply with the terms and conditions of the Non-Disclosure Agreement entered into by the Parties effective September 1, 2016, and attached hereto as Exhibit A.
双方同意在使用的从另一方获得的在披露时标注为专有信息和数据（“专有信息”）时，仅仅用于执行本协议，并遵守双方签订的于 2016 年 9 月 1 日生效的保密协议的条款，见附件 Exhibit A。

ARTICLE 14 – EXPORT CONTROLS
条款 14 - 出口管制

It is anticipated by the Parties that the activities contemplated under this Agreement will constitute Fundamental Research as defined by U.S. export control laws and regulations. However, it is understood that the Parties are subject to laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities, and

that their obligations hereunder are contingent upon compliance with applicable export laws and regulations.
双方预期所有基于本协议的活动在美国出口控制法律法规中被定义为基础研究。然而，双方都承认双方都受控制技术数据、电脑软件、实验原型和其它商品的相关出口管制法律法规所约束，依此，双方的义务应依符合相关适用的出口法律和法规而定。

ARTICLE 15 – NOTICES
条款 15 - 通知

Notices hereunder shall be deemed made if given by registered or certified envelope, postage prepaid, and addressed to the Party to receive such notice at the address given below, or such other address as may hereafter be designated by notice in writing:
通知如下即认为履约，任何通知都必须通过邮资预付的注册或认可邮件，或全国认可的隔夜投递服务寄出，收件人应为以下地址，或本协议之后通过书面形式通知的其它地址：

If to Party A:
若致甲方：

Frontt Capital Management, LTD
Room 1708, Rong Chao Trade Center
4028 Jintian Road, Futian
Schenzhen, Guangdong, China
Attn: Leijing Wang

If to Party B:
若致乙方：

University of Michigan
Office of Research and Sponsored Projects
1st Floor Wolverine Tower
3003 S. State Street
Ann Arbor, MI 48109-1274
Attn: Jeffrey Longe

ARTICLE 16 – EXECUTION
条款 16 - 执行

16.1 This Consulting Agreement shall be executed in two counterparts with equal legal force, with one held by Party A and one held by Party B.
16.1 本协议应签署一式两份具有同等法律效力。甲方和乙方各执一份。

16.2 This Consulting Agreement will come into being in a single document, incorporating both the Chinese and English languages, with each version expressing the same terms and content. Should there be any discrepancy between the two language versions, the English version of this Consulting Agreement shall prevail.
16.2 本协议将采取单一文件的形式，包括中文及英文两种语言。两种语言版本的条款和内容一致。本协议的英文文本和中文文本如有不一致之处，以英文文本为准。

AGREED TO:
同意：

FRONTT CAPITAL MANAGEMENT LTD. **深圳市前海前沿科技产业管理有限公司**	THE REGENTS OF THE UNIVERSITY OF MICHIGAN 密歇根大学董事会
By _____	By _____
Typed Name _____	Typed Name _____
Title _____	Title _____
Date _____	Date _____

FACILITIES SUPPORT AGREEMENT
设施资助协议

THIS FACILITIES SUPPORT AGREEMENT, effective this 16th day of November 2016, by and between FRONTT CAPITAL MANAGEMENT, LTD ("Party A") and the REGENTS OF THE UNIVERSITY OF MICHIGAN, a non-profit educational institution located in the State of Michigan, USA ("Party B"). Party A and Party B may hereafter be referred to individually as a "Party" or together as the "Parties".
本设施资助协议于 2016 年 11 月 16 日生效，协议双方为协议双方分别为由**深圳市前海前沿科技产业管理有限公司**（下称"甲方"）和密歇根大学董事会， 一个位于美国密歇根州的非盈利性的教育机构（下称"乙方"）。甲方和乙方在本协议中分别称为"一方"或者共同称为"双方"。

WHEREAS, Party A wishes to support the expansion and upgrading of Party B's facilities related to the Mcity Test Facility and the Michigan Robotics Laboratories; and
鉴于，甲方希望支持乙方相关 Mcity 测试设施和 Michigan Robotics Laboratory 的扩建;

WHEREAS, the financial support contemplated by this Facility Support Agreement is of mutual interest and benefit to Party B and to Party A.
并鉴于，本协议预期的资金支持是乙方和甲方共同的兴趣和利益。

NOW, THEREFORE, in consideration of the above assumptions and the promises and mutual covenants below, the parties agree to the following:
现在，因此，根据本协议中的共同承诺和条件，双方特此同意如下：

ARTICLE 1 – DEFINITIONS
条款 1 - 定义

1.1 "Facilities Support" means the Facility Support described in ORSP 17-PAF02085 under the direction of Jack Hu, Principal Facility Contact, who may delegate this role to another faculty member. Party B may change the Principal Facility Contact by providing Party A with notice per Article 14 below.
1.1 "设施资助"由 Jack Hu 为设施联系负责人， 可指定一教授为代表， 按 ORSP17-PAF02085 描述的设施资助。乙方可更换设施联系负责人并按条款 14 通知甲方。

1.2 "Contract Period" is from January 1, 2017 through December 31, 2019, unless earlier terminated pursuant to this Agreement.
1.2 "协议有效期" 2017 年 1 月 1 日至 2019 年 12 月 31 日，除非根据本协议条款提前终止。

ARTICLE 2 - FACILITY SUPPORT
条款 2 - 设施资助

2.1 Party A shall provide the Facilities Support substantially in accordance with the terms and conditions of this Facility Support Agreement, and Party B shall use reasonable efforts to execute the Facilities Support substantially in accordance with the terms and conditions of this Facility Support Agreement.

2.1 甲方将按本协议条款提供设施资助。乙方将按照本协议条款合理执行设施资助。

2.2 In recognition of the Facilities Support, Party B will name an interior space in the Robotics Building. Party A and Party B will mutually agree upon the naming, which will be commensurate with the amount of the Facilities Support. If the Robotics Building is razed or changed substantially at some future date, Party B will appropriately recognize Party A in accordance with its policies.
2.2 乙方将命名 Robotics Building 内部某处以致谢设施资助。甲方和乙方将就与设施资助金额相称的命名达成共识。如果 Robotics Building 将来被拆除或发生巨大变化，乙方将按其政策致谢甲方。

ARTICLE 3 - REPORTS AND CONFERENCES
条款 3 - 报告和会议

3.1 Party B will periodically provide written program reports to Party A. Party B will submit a final report at the conclusion of the Contract Period.
3.1 乙方将定期向甲方提供项目报告。乙方在协议有效期结束时将向甲方提供一个最终报告。

3.2 During the Contract Period, representatives of Party B may meet with representatives of Party A at times and places mutually agreed upon to discuss the progress and results, as well as ongoing plans, or changes in the Facilities Support.
3.2 在协议有效期中，乙方代表可与甲方代表在双方同意的时间和地点会面以讨论项目进展，结果，计划及设施资助的变更。

ARTICLE 4 - COSTS, BILLINGS, AND OTHER SUPPORT
条款 4 - 费用，帐目和其它资助

4.1 Total costs to Party A shall be Nine Million U.S. Dollars (US$ 9,000,000.00). It is agreed that Party A shall provide to Party B Nine Million (US$ 9,000,000.00) U.S. Dollars as follows:

1）Before March 31, 2017, Party A shall provide Party B with Two Million (US$ 2,000,000.00) U.S. Dollars
2）Before June 30, 2018, Party A shall provide Party B with Three Million (US$ 3,000,000.00) U.S. Dollars
3）Before September 30, 2019, Party A shall provide Party B with Four Million (US$ 4,000,000.00) U.S. Dollars

In the provision of funds, any taxes, tariffs, fees or charges incurred by Party A shall be borne by Party A and shall be in addition to, not taken from, the funding levels described above.
4.1 甲方应向乙方支付总计九百万美元。双方同意，甲方按下面付款安排向乙方支付。

1）在 2017 年 3 月 31 日之前，甲方向乙方支付两百万美元
2）在 2018 年 6 月 30 日之前，甲方向乙方支付三百万美元
3）在 2019 年 9 月 30 日之前，甲方向乙方支付四百万美元

在付款过程中，任何产生的税务，关税，及其他额外费用由甲方负责并且不包含在上述金额中。

4.2 In the event of early termination of this Facility Support Agreement, Party A will pay all costs accrued by Party B as of the date of termination, including non-cancelable obligations, such as non-cancelable contracts for Facilities Support. Total payments by Party A shall not exceed Nine Million U.S. Dollars (US$ 9,000,000.00).

4.2 如果本协议提前终止，甲方应该支付乙方直至终止日期前产生的所有费用包括无法撤销的承付款项，其中包括无法撤销的合同费用。但甲方承担的费用总额不应超过九百万美元。

ARTICLE 5 – PUBLICITY
条款 5 - 公共宣传

Party A will not use the name of Party B, nor of any member of Party B's Facilities Support staff, in any advertising, news release or other promotional activity without the prior written approval of an authorized representative of Party B. Party B will not use the name of Party A, nor any employee of Party A, in any advertising or other promotional activity without the prior written approval of Party A. Nothing herein shall restrict either Party's right to disclose the existence of this Facility Support Agreement, the identity of the Parties, or the nature and scope of the Facilities Support.
在没有书面申请并得到乙方授权之前，甲方不可使用乙方名字，也不可使用项目成员的名字进行任何广告，新闻发布或者其他推广活动。同样的，在没有正式授权之前，乙方不会使用甲方的名字，或者甲方雇员的名字，进行任何广告，新闻发布或者其他推广活动。本条款中的任何部分都不应限制任何一方对本协议的存在、双方的身份，或者对于项目的性质与范围进行批露的权利。

ARTICLE 6 - TERM AND TERMINATION
条款 6 - 期限及终止

6.1 This Facility Support Agreement shall become effective upon the date first written above and shall continue in effect for the full duration of the Contract Period. The Parties may, however, extend the term of this Facilities Support Agreement for additional periods as desired under mutually agreeable terms and conditions which the Parties reduce to writing and sign in accordance with Article 11 below. Either Party may terminate this Facility Support Agreement upon ninety (90) days prior written notice to the other. If Party B becomes unable to continue meeting its obligations under this Facility Support Agreement due to the expropriation or confiscation of Party B property or facilities, or compliance with any law, regulation, order, or request of any governmental authority or person purporting to act therefore which affects to a degree not presently existing the supply, availability or use of capital, materials or labor to Party B, Party B may terminate this Facility Support Agreement upon thirty (30) days prior written notice to Party A.
6.1 本协议自签署之日起生效，且在整个协议有效期内有效 。但是，根据下面的条款 11，缔约双方在双方同意的基础上，通过书面签署，可以延长本协议的有效期。任何一方都可以在提前九十天书面通知后终止本协议。如果乙方因其财产或设施被征收或没收，或因需遵守任何法律，法规，法院命令，政府或代表政府的个人的命令而对乙方现有的对资金，财产和人员的供给和使用产生影响，乙方可以在提前三十天书面通知甲方后终止本协议。

6.2 In the event that either Party commits any breach of, or default in, any of the terms or conditions of this Facility Support Agreement and fails to remedy such default or breach within ninety (90) days after receipt of written notice thereof from the other Party, the Party giving notice may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Facility Support Agreement by sending notice of termination in writing to the other Party. Such notice of breach shall serve as documentation of a Dispute pursuant to

Article 9. Such notice of termination shall be effective as of the date of the receipt of such notice.
6.2 一旦任何一方不履约或是违反此协议的任何条款或者是之后的项目授权书的人和条款，并且没有在收到另一方书面通知的 90 天内对不履约或是违反行为完成整改，通知方有权选择在寻求依据法律补偿的基础上，通过提交书面通知书给另一方以终止此协议或者是相关项目授权书 。此通知将会作为条款 9 纠纷的依据文件。此终止通知生效日期应以收到通知的日期为准当纠纷和随后的项目终止与某项目授权书有关，终止将仅仅适用该项目授权书，而此协议和其他项目授权书应不受影响。

6.3 At or near in time to entering into this Facility Support Agreement, the Parties have, or will enter into, separate agreements ("Master Research Agreement" and "Consulting Agreement"), whereby Party A, or its related entities as described in Article 10.2, will provide funding of Sixteen Million U.S. Dollars (US$ 16,000.000.00) to Party B over a multi-year period to support research projects at Party B related to driverless vehicles and will provide additional funding of Two Million U.S. Dollars (US$ 2,000.000.00) to fund Party B's effort in providing consulting services to Party A to support Party A's efforts to establish a driverless demonstration area in China. A breach or termination of the Master Research Agreement or the Consulting Agreement, or the failure to enter into the Master Research Agreement or the Consulting Agreement, within ten (10) business days of the effective date of this Facility Support Agreement shall be deemed a breach of this Facility Support Agreement.
6.3 在签署本协议的同时，双方已经或将要签署"研究总协议"及"顾问协议"。在其中，甲方或其如条款 10.2 描述的相关机构将分年向乙方提供一千六百万美元（US$16,000,000.00）用于无人驾驶汽车的科学研究，甲方并将向乙方支付两百万美元（US$2,000,000.00）以资助乙方向甲方提供顾问服务以支持甲方在中国建设无人驾驶示范区的努力。对"研究总协议"或"顾问协议"的违约，或未在本协议生效后十个工作日内签署"研究总协议"和"顾问协议"将等同于对本协议的违约。

6.4 No termination of this Facility Support Agreement, however effectuated, shall release the Parties from their rights and obligations accrued prior to the effective date of termination.
6.4 本协议的终止并不终止双方在协议终止生效日前已产生的权利和义务。

ARTICLE 7 - INDEPENDENT CONTRACTOR
条款 7 - 独立合同人

7.1 Neither Party's employees are entitled to any benefits applicable to employees of the other;
7.1 任何一方的雇员都不享受另一方雇员的福利。

7.2 Neither Party is authorized or empowered to act as agent for the other for any purpose, and may not on behalf of the other enter into any contract, warranty or representation on any matter. Neither shall be bound by the acts or conduct of the other.
7.2 任何一方都没有被授权或者给予权利以任何目的充当另一方的代理人，且不得代表另一方就任何事宜签订任何合同、保证或代理。任何一方都不受另一方行为约束。

ARTICLE 8 - INSURANCE AND INDEMNIFICATION
条款 8 - 保险及免责

8.1 Party B warrants and represents that Party B has adequate liability insurance applicable to officers, employees, and agents while acting within the scope of their employment by Party B. Party B liability insurance policies do not extend protection to any other person.
8.1 乙方保证具有足够的责任险，该保险适用于在乙方雇用范围内履行职责的工作的官员、雇员和代理人。乙方的责任险不涵盖任何其他人员，

8.2 Each Party assumes all risks of personal injury and property damage attributable to the negligent acts or omissions of its own officers, employees, and agents.
8.2 任何一方应承担因其自方官员，雇员或者代理人的过失行为或者疏忽所造成的所有个人伤害和财产损失。

8.3 Party A understands that Party B is an educational institution created under Article 8, Section 5 of the State of Michigan Constitution of 1963. Party B, as a state institution, has strict limitations imposed upon its use of assets, and, consequently, Party B does not, and cannot, pay for any claims against Party A brought by third parties related to this Facility Support Agreement.
8.3 甲方承认乙方是根据 1963 年密歇根州宪法第 5 部分第 8 条创建的一个教育机构。乙方作为一个州立机构，乙方对于其财产的使用受到严格的限制，因此乙方不能也不会支付任何与本协议相关的由第三方对甲方提起的诉讼。

ARTICLE 9 - GOVERNING LAW AND DISPUTE RESOLUTION
条款 9 - 适用法律及争议解决

9.1 This Facility Support Agreement shall be governed and construed in accordance with the laws of the Republic of Singapore, irrespective of its conflict of laws provisions. In the event of any dispute or controversy arising out of, or in relation to, this Facility Support Agreement (hereinafter "Dispute"), the non-breaching Party shall send a written notice of the breach, dispute or controversy to the other Party, and the Parties agree that they shall attempt to find an amicable solution to the Dispute and that they shall negotiate to that end in good faith.
9.1 本协议受新加坡共和国法律的管理和解释，忽略法律规定的冲突。一旦任何争议和本协议相关，未违约方应该提交书面违约，纠纷或者争议给另一方，双方同意试图寻找友好解决途径并进行诚意协商以解决争议。

9.2 If the Parties fail to find an amicable solution to the Dispute within thirty (30) days from the date the non-breaching Party sends written notice of the alleged breach, dispute or controversy, such Dispute may, upon the unilateral election of either Party, be referred to the Singapore International Arbitration Centre ("**SIAC**"), and finally settled by arbitration in accordance with the SIAC Rules 2016 (6th Edition, 1 August 2016 ("**Rules**")). The seat of arbitration shall be Singapore and the language to be used in the arbitration proceedings shall be in English. The results of such arbitration shall be final and binding upon the Parties, and shall be enforceable in any court having jurisdiction over the Party against whom the award was rendered. The costs of the arbitration of both Parties, as defined in the Rules, shall be borne and paid by the losing Party of the arbitration.
9.2 如果双方未能在守约方向违约方提交涉嫌违规，纠纷或争议书面通知三十日之内友好协商解决，则该争议可以通过任何一方单方面选择提交至新加坡国际仲裁中心（"SIAC"），并按照 2016 新加坡国际仲裁

条款（第六修订版，2016 年 8 月 1 日，下称“条款”）处理。仲裁所在地应为新加坡，仲裁程序中应使用英文。仲裁裁决是最终的，对双方均有约束，并且任何对被裁决一方有管辖权的法院都可对其强制执行。根据条款规定，仲裁的费用应由仲裁败诉方承担。

ARTICLE 10 – ASSIGNMENT
条款 10 - 转让

10.1 Except as provided in Section 10.2, this Facility Support Agreement may not be assigned by either Party without the prior written consent of the other.
10.1 除了 10.2 相关规定，任何一方若未事先得到另一方的书面同意，不得对本协议进行转让。

10.2 This Facility Support Agreement is assignable to any division of Party A, any majority stockholder of Party A, or any legally controlled subsidiary of Party A, in which at least fifty-one (51) percent of the outstanding stock is owned by Party A.
10.2 本协议可被转让给甲方的任何部门，任何甲方的控股股东，或者任何甲方控股的子公司（其中甲方股份超过 51%）。

ARTICLE 11 - AGREEMENT MODIFICATION
条款 11 - 协议修改

Any agreement to change the terms of this Facility Support Agreement in any way shall be valid only if the change is made in writing and signed by authorized representatives of the Parties hereto.
任何对本协议条款的修改，只有在双方授权代表同意并有书面文件签署的情况下方可生效。

ARTICLE 12 – CONFIDENTIALITY
条款 12 - 保密性

Each Party agrees to use the proprietary information and data acquired from the other Party, and identified as such at the time of disclosure ("Proprietary Information"), only in performing this Facility Support Agreement and to otherwise comply with the terms and conditions of the Non-Disclosure Agreement entered into by the Parties effective September 1, 2016, and attached hereto as Exhibit A.
双方同意在使用的从另一方获得的在披露时标注为专有信息和数据（“专有信息”）时，仅仅用于执行本协议，并遵守双方签订的于 2016 年 9 月 1 日生效的保密协议的条款，见附件 Exhibit A。

ARTICLE 13 – EXPORT CONTROLS
条款 13 - 出口管制

It is understood that the Parties are subject to laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities, and that their obligations hereunder are contingent upon compliance with applicable export laws and regulations.

双方都承认双方都受控制技术数据、电脑软件、实验原型和其它商品的相关出口管制法律法规所约束，依此，双方的义务应依符合相关适用的出口法律和法规而定。

ARTICLE 14 – NOTICES
条款 14 - 通知

Notices hereunder shall be deemed made if given by registered or certified envelope, postage prepaid, and addressed to the Party to receive such notice at the address given below, or such other address as may hereafter be designated by notice in writing:
通知如下即认为履约，任何通知都必须通过邮资预付的注册或认可邮件，或全国认可的隔夜投递服务寄出，收件人应为以下地址，或本协议之后通过书面形式通知的其它地址：

If to Party A:
若致甲方：

Frontt Capital Management, LTD
Room 1708, Rong Chao Trade Center
4028 Jintian Road, Futian
Schenzhen, Guangdong, China
Attn: Leijing Wang

If to Party B:
若致乙方：

University of Michigan
Office of Research and Sponsored Projects
1st Floor Wolverine Tower
3003 S. State Street
Ann Arbor, MI 48109-1274
Attn: Jeffrey Longe

ARTICLE 15 – EXECUTION
条款 15 - 执行

15.1 This Facility Support Agreement shall be executed in two counterparts with equal legal force, with one held by Party A and one held by Party B.
15.1 本协议应签署一式两份具有同等法律效力。甲方和乙方各执一份。

15.2 This Facility Support Agreement will come into being in a single document, incorporating both the Chinese and English languages, with each version expressing the same terms and content. Should there be any discrepancy between the two language versions, the English version of this Facility Support Agreement shall prevail.
15.2 本协议将采取单一文件的形式，包括中文及英文两种语言。两种语言版本的条款和内容一致。本协议的英文文本和中文文本如有不一致之处，以英文文本为准。

AGREED TO:
同意：

FRONTT CAPITAL MANAGEMENT LTD. 深圳市前海前沿科技产业管理有限公司	THE REGENTS OF THE UNIVERSITY OF MICHIGAN 密歇根大学董事会
By _____	By _____
Typed Name _____	Typed Name _____
Title _____	Title _____
Date _____	Date _____

MEMORANDUM OF UNDERSTANDING

between

Beijing Institute of Collaborative Innovation
and
Regents of the University of Michigan
and
Southern University of Science and Technology

北京协同创新研究院
与
密歇根大学董事会,
南方科技大学
谅解备忘录

目的

Objectives

北京协同创新研究院与密歇根大学董事会,南方科技大学希望作为创立合作方设立水技术国际合作实验室(合作实验室)。合作实验室主要任务是针对水科研学科发展前沿，开展前瞻性和关键性科学技术研究，培养创新创业领军人才。

The Beijing Institute of Collaborative Innovation (BICI), the Regents of the University of Michigan (UM) and the Southern University of Science and Technology (SUSTech) intend to establish, as founding collaborators, a Global Collaboratory of Water Technology (The Collaboratory). The primary goals of The Collaboratory are to conduct research and development in frontier and critical technologies related to water research, to advance science and technologies, and to cultivate talent in innovation and entrepreneurship.

谅解备忘录的目的

Purpose of this MOU

本谅解备忘录为更详尽的讨论提供了一个框架。本谅解备忘录不导致北京协同创新研究院，密歇根大学董事会及南方科技大学产生任何法律关系或承诺，而是提供一个谅解三方将进行讨论以希望达成包括各方具体责任的正式协议。各方希望在 2017 年初达成完整正式协议。

This MOU provides a framework for more detailed discussion. This MOU does not bind BICI, UM and SUSTech to any specific provisions or commitments, but constitutes an understanding that all three parties will engage in discussions to reach a full and formal agreement, with specific commitments for each of the parties. The parties intend to reach full and formal agreement by early 2017.

组织方式

Organization

合作实验室希望建立一种参与模式，在此模式中来自各合作方的水技术领域专家将组成一个科学监督委员会(SOC)。并希望科学监督委员会的责任包括战略规划、科研项目和计划书的征集与评审，及制订科研人才培养的战略。

The Collaboratory is intended to develop a participation model, under which experts in water technology from each collaborator intend to form a Scientific Oversight Committee (SOC). The intended responsibilities of the SOC include strategic planning, soliciting and reviewing research proposals and projects, and developing strategies to cultivate research talent.

合作实验室希望可从其他非创立合作方大学、机构的专家征集申请，项目或合同。并希望此类专家作为附属研究人员加入合作实验室。

It is intended that The Collaboratory may solicit proposals, projects or contracts from researchers from other non-founding collaborator universities or research institutions. It is intended that such researcher(s) will participate in The Collaboratory as an affiliated researcher(s).

经创立合作方一致同意，希望可以允许其他合作方加入合作实验室。

It is intended that, by mutual consent, the founding collaborators may permit the inclusion of additional collaborator(s) into The Collaboratory.

资金保障与使用

Use of Funds

北京协同创新研究院希望负责向合作实验室提供每年五百万美元共计五年的经费。经合作方一致同意，希望对合作实验室的支持及其活动可以在五年期满后延续 。

It is intended that BICI will provide funding for The Collaboratory in the amount of US$ Five Million ($5,000,000.00) annually for five years. It is intended that, by mutual consent of the collaborators, support for The Collaboratory and its activities may be extended beyond the initial five year term.

知识产权

Intellectual Property

合作方希望达成协议以管理合作实验室产生的知识产权。

The collaborators intend to reach agreement on the management of intellectual property created through activities of The Collaboratory.

人才培养

Talent Cultivation

合作方希望通过科研合作促进研究生、博士后等的培养。

Collaborators intend to promote education and training of graduate students and postdocs through academic exchanges and research collaborations.

设施保证

Facility

合作方希望利用现有基础设施保证合作实验室的顺利运营;经合作方同意,可使用合作实验室经费改善现有基础设施或者建设新的基础设施。

The collaborators intend to use existing facilities to operate The Collaboratory, and intend that Collaboratory funds may, upon agreement of the collaborators, be used to improve such existing facilities or develop additional facilities.

出口管制

Export Control

合作方预期在此设想的活动全部为美国和中国出口管制法律和规定中的基础研究。但是, 合作方认同各合作方都受相应技术数据, 计算机软件, 实验室原型及其它物品的出口管制法律和规定的约束。

It is anticipated by the collaborators that the activities contemplated herein will constitute Fundamental Research as defined by the U.S. and P.R.C. export laws and regulations. However, it is understood that the collaborators are subject to laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities.

有效期及终止

Term and Termination

本谅解备忘录有效期为自合作方签署日起后五年内有效。任何对本谅解备忘录的修改需由各方同意并签署。任何一合作方可在向其它方提供提前 30 天书面通知后终止本谅解备忘录。

This Memorandum of Understanding will become effective upon the date of signature by collaborators and shall remain in effect for a period of five (5) years from the date of the last signature, with the understanding that it may be modified only by the written mutual consent of all collaborators. Either collaborator may terminate this Memorandum of Understanding with advance written notice to the other party of at least thirty (30) days.

语言

Language

本谅解备忘录将采取单一文件的形式，包括中文及英文两种语言。两种语言版本的条款和内容一致。如两种语言版本产生歧义，以英文版本为准。

This Memorandum of Understanding is intended to come into being in a single document, incorporating both the Chinese and English languages, with each version expressing the same terms and content. In the event of a conflict between the languages, the English language shall prevail.

同意
AGREED TO:

北京协同创新研究院
BEIJING INSTITUTE OF
COLLABORATIVE INNOVATION

By 签署:

Typed Name 姓名:

Title 职务:

Date 日期:

密歇根大学董事会
THE REGENTS OF THE
UNIVERSITY OF MICHIGAN

By 签署:

Typed Name 姓名:

Title 职务:

Date 日期:

南方科技大学
SOUTHERN UNIVERSITY OF
SCIENCE AND TECHNOLOGY

By 签署:

Typed Name 姓名:

Title 职务:

Date 日期:

Vice President of Hirosawa USA, Mark McClelland

EXECUTIVE SUMMARY

Staff Lead: Brian Connors, Executive Director, Michigan-China Innovation Center, connorsb@michiganchina.org, 517-455-6344

Purpose of Meeting/Event:
Visit with a company that already has a Michigan presence. Discuss the current state of their business and future plans.

Attendees:
Mr. Mark McClelland, Vice President of Hirosawa USA
Alex Zhuo, Manager of Hirosawa China
Roddick Lin, Hirosawa China

RDS
Kevin Kerrigan
Brian Connors
Ning Shao
Courtney Henderson, Michigan-China Innovation Center

Talking Points:

- General business environment promotion
- Open discussion - Learn about their customers and market

Attire: Business (tie)
Photo: Group photo
Gift: Michigan wood box with pen

BACKGROUND

Hirosawa Group
Hirosawa Group, a public company listed on the Taiwan Stock Exchange, was established in 1999. Its headquarters is located in Dongguan, Guangdong. It has eight manufacturing facilities and employs over 5000 employees with total sales of $1.4 billion in 2013. Hirosawa Group is a global automotive parts supplier and manufactures automotive interiors trim products for Chrysler, Nissan, Honda, Toyota, Mazda, GM, BMW, Audi, VW, and Ford.

Hirosawa Automotive Trim USA Co. was established in 2009 and is based in Farmington Hills, Michigan. Its functions include sales and marketing, design, program management, engineering, and warehousing. It oversees all North American automotive businesses, including Canada and Mexico.

STAFF/DETAIL

Wednesday, November 16, 2:00-2:30 pm
JW Marriott Shenzhen, Club Lounge (27th floor)
6005 Shennan Boulevard
Futian District, Shenzhen, 518040, China

Vice President of Yinlong, DENG Chengzhong

EXECUTIVE SUMMARY

Staff Lead: Brian Connors, Executive Director, Michigan-China Innovation Center, connorsb@michiganchina.org, 517-455-6344

Purpose of Meeting/Event:
Yinlong is ready to expand its electric vehicle market, and Michigan has the talent, technology and supply change to support this expansion.

Attendees:
Mr. DENG Chengzhong ("Mr. Deng"), VP of Yinlong ("Yeen-long")
Ms. WU Jianhong, Director of the Board of Yinlong
Mr. LI Changsheng, General Manager of Yinlong
Ms. LIN Yulian, Vice General Manager of Yinlong
Mr. HUANG Sheng, Vice General Manager of Yinlong

RDS
Kevin Kerrigan
Brian Connors
Ning Shao
Courtney Henderson, Michigan-China Innovation Center
Mayor Mike Duggan
Peter Chapman
Shusheng Wang, Miller Canfield
Olivia Deng, Miller Canfield
Walter Zhou, President, North American Society of Chinese Engineers

Talking Points:

- Michigan talent, technology, and supply change.

Attire: Business (tie)
Photo: Group photo
Gift: Wooden Pen in Wooden Box

BACKGROUND

Yinlong is ready to expand its electric vehicle market and Michigan is a natural fit for this expansion. This is RDS' first meeting with Yinlong.

Yinlong Energy

Established in 2009, Yinlong's primary businesses are the production and sales of high-capacity and high-power lithium-ion power batteries and energy storage batteries. These products are primarily used in lighting equipment, medical equipment, electric tools, emergency energy storage, electric bikes, and electric vehicles. It is also the controlling shareholder in Altair Nanotechnologies Inc, a Nevada-based lithium battery company. Yinlong was China's seventh-largest seller of electric buses in 2015, with 7,000 orders and more than 3,100 electric vehicles. It has the capacity to make 33,000 electric buses and 100,000 electricity-powered SUVs annually.

In 2013, Yinlong successfully acquired Zhuhai Guangtong Automotive and Shijiazhuang automobile manufacturing enterprises. The company produces electric buses in 30 cities across China. Its electric buses have been used in 2014 APEC and other major events in 2016.

Yinlong became a wholly owned subsidiary of Gree in 2016. Gree is an international air conditioning enterprise that has integrated R&D, marketing, and manufacturing services. In 2015, Gree ranked 385th in the Forbes global 2000 and first in the household appliances industry.

WEI Yincang



Mr. Wei Yincang is the chairman of Yinlong.

STAFF/DETAIL

Wednesday, November 16, 2:30-3:15pm
JW Marriott Shenzhen, Club Lounge (27th floor)
6005 Shennan Boulevard
Futian District, Shenzhen, 518040, China