

**MEMORANDUM OF UNDERSTANDING  
ON COOPERATION  
IN THE FIELD OF WATER RESOURCES  
BETWEEN  
THE MINISTRY OF WATER RESOURCES  
OF THE PEOPLE’S REPUBLIC OF CHINA  
AND  
THE ROYAL MINISTRY OF PETROLEUM AND ENERGY  
OF THE KINGDOM OF NORWAY**

The Ministry of Water Resources of the People’s Republic of China and the Royal Ministry of Petroleum and Energy of the Kingdom of Norway(hereinafter referred to singularly as “the Party” and collectively as “the two Parties”) ,

**Recognizing** the existing friendly relations between the two countries, and the fact that the two Parties are facing common challenges with respect to the utilization and sustainable management of water resources;

**Desiring** to strengthen and further develop cooperation between the two countries in the field of water resources on the basis of equality, mutual benefit and mutual respect;

**Convinced** of the huge potentials for the bilateral technical, managerial and economic cooperation in the field of water resources; and

**Believing** that such cooperation serves their common interests and contributes to the enhancement of the water development, and socio-economic benefit of the people of both countries,

**Have reached common understanding** on cooperation in the following framework:

## **ARTICLE I OBJECTIVE**

The two Parties, subject to the terms of this Memorandum of Understanding (hereinafter referred to as “this MOU”) and the laws, statutes, rules, regulations and national policies in force in each country, agree to extend cooperation in the field of utilization and sustainable management of water resources on the basis of equality and mutual benefit.

## **ARTICLE II AREAS OF COOPERATION**

In accordance with the objective of this MOU, the two Parties shall cooperate in the following areas:

1. Sustainable water resources management and protection;
2. Hydropower development in general, small hydropower development and utilization in particular;
3. Impacts of climate change on water resources and adaptation measures
4. Flood control and disaster mitigation, including disaster management
5. Hydrological information and forecast;
6. Capacity building, personnel training and exchanges;
7. Cooperation between research institutes and enterprises in the fields of water resources and hydropower research and development.
8. Coordination and collaboration in international water events;
9. Cooperation in other areas that are of common interests.

## **ARTICLE III FORMS OF COOPERATION**

Referring to the objectives of this MOU, and as far as the means, resources and requirements may permit; the areas of cooperation stated in Article II of this MOU may take the following forms:

1. Enhancing high-level visits and technical exchange;
2. Exchanging information and literature related to the fields specified in Article II of this MOU;
3. Exchanging of governmental and technical delegations in order to discuss and implement bilateral projects;
4. Organizing study tours or technical training for water administrators and technicians;
5. Encouraging research and development institutes of both parties to jointly conduct research projects and exchange research information, personnel and trainees;
6. Jointly organizing workshops and exchange visits of experts on themes of common interests;
7. Exchange of information on projects open to international bidding and promotion of collaboration between relevant companies of the two countries in jointly undertaking projects;
8. Other forms of cooperation determined by the two parties after negotiation.

#### **ARTICLE IV DESIGNATED AUTHORITY**

The two sides agree that, the Department of International Cooperation, Science and Technology of the Ministry of Water Resources of China, and the Climate, Industry and Technology Department of the Royal Ministry of Petroleum and Energy of Norway act as liaison institutions, and to establish a Sino-Norway Working Group on Sustainable Water Resources Management (hereinafter referred as the “Working Group”), which will be responsible for the implementation of this MOU and organize bilateral cooperation and relative activities. The Working Group meetings shall be

held aperiodically according to mutual demands alternatively in China and in Norway.

## **ARTICLE V FINANCIAL ARRANGEMENTS**

Each Party will finance the costs of international travel, accommodation, food and salaries/DSAs incurred by its own visiting delegations. Technical experts invited by one party to provide technical assistance to the other party will be financed by the inviting party, unless a third financing party could be identified. Funding for commercial and technical cooperative projects will be decided through mutual negotiation according to the specific situation of each project.

## **ARTICLE VI CONFIDENTIALITY AND THE RESPECT OF INTELLECTUAL PROPERTY**

During the period of the implementation of this MOU or any other agreements made pursuant to this MOU, Each Party shall undertake to observe the respective constitution and national laws of the two Parties, adhere to the confidentiality and secrecy of confidential documents, information and other confidential data received from or supplied to the other Party, and abide by the laws, rules and regulations related to the intellectual property of both Parties as well as other international agreements binding on either Party.

## **ARTICLE VII REVISION**

1. Either Party may request in writing a revision of all or any part of this MOU.
2. Any revision agreed to by the two Parties shall be put into writing and shall form part of this MOU.
3. Such revision will come into force only after following the same procedure as that of this MOU.
4. Any revision shall not prejudice the rights and obligations arising from or based on this MOU before or up to the date of such revision.

### **ARTICLE VIII SETTLEMENT OF DISPUTES**


Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MOU shall be settled through mutual consultation or negotiations between the Parties.

### **ARTICLE IX ENTRY INTO FORCE, DURATION, TERMINATION AND EXTENTION**

1. This MOU shall come into force on the date of signing and shall remain in force for a period of five (5) years. It will be automatically extended for consecutive periods of five years, unless terminated by either Party with a written notice through diplomatic channels to the other Party six months prior to the date of expiration.
2. The termination of this MOU shall not affect the implementation of ongoing activities/programs which have been agreed upon prior to the date of the termination of this Memorandum.

Done at Oslo on this 10<sup>th</sup> day of June in the year 2010.

In duplicate, in Chinese and English languages, both texts being equally authentic. In the event of any divergence of interpretation between any of the texts, the English text shall prevail.



On behalf of the Ministry of Water Resources of the People's Republic of China



On behalf of the Royal Ministry of Petroleum and Energy of the Kingdom of Norway