

**MEMORANDUM OF UNDERSTANDING  
ON COOPERATION  
IN THE FIELD OF WATER RESOURCES  
BETWEEN  
THE DANISH MINISTRY OF THE ENVIRONMENT  
AND  
THE MINISTRY OF WATER RESOURCES  
OF THE PEOPLE'S REPUBLIC OF CHINA**

**The Danish Ministry of the Environment and the Ministry of Water Resources of the People's Republic of China** (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 similar challenges with respect to sustainable management, protection and utilization 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 commercial cooperation in the field of water resources; and

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

**Have reached common understanding** on their 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 sustainable management, protection and utilization 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 management and protection of water resources, including water supply and Demand Side Management;
2. Sustainable use and protection of ground water;
3. Impacts of climate change on water resources and its countermeasures;
4. Protection and restoration of water ecosystem;
5. River Basin management;
6. Coordination and cooperation in international water events; and
7. Cooperation on other areas that are of mutual interest.

## **ARTICLE III FORMS OF COOPERATION**

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

1. Facilitating high level visits and technical exchanges;
2. Exchanging information and literature related to the fields specified in Article II of this Arrangement;
3. Jointly organizing workshops on themes of common interests;
4. Encouraging research and development institutes of both Parties to jointly conduct research projects and exchange research information, personnel and trainees;
5. Encouraging the cooperation and exchanges between river basin authorities of the two Parties;
6. Exchanging information on projects open to international bidding, and encouraging the collaboration between water companies of two Parties in jointly undertaking construction projects; and

7. Other forms of cooperation to be determined by the two Parties after negotiation.

**ARTICLE IV  
COMPETENT AUTHORITIES AND IMPLEMENTATION**

International Department of the Danish Ministry of the Environment and the Department of International Cooperation, Science and Technology of the Ministry of Water Resources of China will act as liaison institutions to organize and coordinate relevant cooperation and activities.

**ARTICLE V  
THE JOINT WORKING GROUP ON SUSTAINABLE WATER  
RESOURCES MANAGEMENT**

The two Parties agree to form a Joint Working Group on Sustainable Water Resource Management, which is responsible for the implementation of follow-up cooperation and coordination of relevant activities. The Joint Working Group shall meet when considered appropriate in the two countries in turn.

**ARTICLE VI  
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 consultation according to the specific nature of projects.

**ARTICLE VII  
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 VIII 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 reduced 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 IX 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.

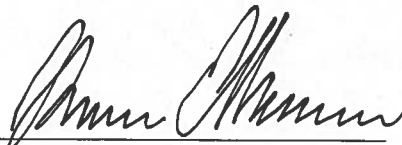
#### **ARTICLE X ENTRY INTO FORCE, DURATION, TERMINATION AND EXTENTION**

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 serves 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 Beijing on this 22<sup>nd</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.



For the Danish Ministry of the  
Environment



For the Ministry of Water Resources  
of the People's Republic of China

丹麦王国环境部  
与  
中华人民共和国水利部  
在水资源领域合作谅解备忘录

丹麦王国环境部与中华人民共和国水利部（以下单独提及时简称“一方”，同时提及时简称“双方”），

认识到双方已有的友好关系，以及双方在水资源可持续管理、保护和利用方面所面临的类似挑战；

愿意在平等、互利和相互尊重的基础上，加强并进一步促进两国在水资源领域的合作与交流；

相信在双边水利技术、管理和经济合作方面存在巨大潜力；

深信此合作将使两国共同受益，并能为促进两国的水资源开发和两国人民的经济社会福祉做出贡献；

达成谅解如下：

**第一条 目标**

双方根据本谅解备忘录（以下简称“备忘录”）的条款，以及两国现行的有关法律、法规、规章、制度与国家政策，同意在平等互利的基础上，开展在水资源可持续管理、保护和利用方面的合作。

**第二条 合作领域**

双方确定在以下共同感兴趣的领域开展合作：

- 1、水资源可持续管理与保护，包括供水和需水管理；
- 2、地下水可持续使用与保护；
- 3、气候变化对水资源的影响及应对措施；

- 4、水生态保护与修复;
- 5、流域管理;
- 6、在国际水事活动中的协调与配合;
- 7、其他双方共同感兴趣的领域。

### 第三条 合作方式

根据本备忘录的目标,在手段、资源和需求允许的条件下,双方愿意以下列方式开展本备忘录第二条合作领域的合作:

- 1、开展高层互访和技术交流;
- 2、交换与本备忘录第二条所述领域有关的信息和资料;
- 3、就双方共同感兴趣的课题组织研讨会;
- 4、鼓励双方水资源科研和开发机构合作开展研究项目,交换研究信息,并互派工作人员和培训人员;
- 5、鼓励两国流域管理机构开展交流与合作;
- 6、交换有关国际招标项目的信息,鼓励双方的水利企业合作承担相关项目;
- 7、由双方协商确定的其他合作方式。

### 第四条 执行单位

双方同意,丹方以丹麦环境部国际司,中方以中国水利部国际合作与科技司为联络机构,组织协调各项活动及有关事项。

### 第五条 水资源可持续管理联合指导委员会

双方同意成立丹中水资源可持续管理联合指导委员会(以下简称“联委会”),负责本协议的后续落实工作并协调相关活动。联委会将根据需要轮流在丹麦和中国不定期召开会议。

#### 第六条 财务安排

双方将各自承担所派出代表团的国际旅费、当地食宿费用、工资和出差期间的每日生活津贴。一方邀请另一方专家提供技术服务，邀请方将承担所发生的所有费用，除非能从第三方得到资助。商业和技术合作项目的资金来源将根据具体情况由双方协商确定。

#### 第七条 保密和知识产权保护

在本备忘录或遵照本备忘录签订的其他协议的执行期间，双方应尊重两国的宪法和法律，对于双方交换的文件、信息和其他数据，严格遵守保密规定，遵循双方各自国家关于知识产权的法律法规及双方中任何一方接受的其他国际协议。

#### 第八条 修订

- 1、任何一方可以书面要求对本备忘录作全面或部分修订。
- 2、任何双方同意的修订应形成文字，并构成本备忘录的一部分。
- 3、修订的生应遵循与本备忘录生效相同的程序。
- 4、对本备忘录的修订不影响之前双方基于备忘录所产生的权利与义务。

#### 第九条 分歧解决

在解释和执行本备忘录任何规定的过程中双方产生的任何分歧，都应由双方协商解决。

#### 第十条 生效、有效期、终止和延长

- 1、本备忘录自签字之日起生效，有效期五年，如在期满前六个月任何一方未通过外交途径书面提出终止，则本备忘录将自动延长五年，并依此法顺延。



2、本备忘录的终止不影响正在执行项目的实施和双方已经确定活动的开展。

本备忘录于2010年6月22日在北京签署，一式两份，每份均用中文和英文写成，两种文本同等作准。如在不同文本解释上存有异议，以英文文本为准。

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丹麦王国环境部

代表

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中华人民共和国水利部

代表