

**Memorandum of Understanding**

**On Cooperation**

**In the Field of Water Resources**

Between

The Ministry of Water Resources of  
The People's Republic of Bangladesh

And

The Ministry of Water Resources of  
The People's Republic of China /

The Ministry of Water Resources of the People's Republic of Bangladesh and the Ministry of Water Resources of the People's Republic of China (hereinafter referred to as "two Parties").

Desiring to further strengthen the friendly relationship between the two Parties on the basis of equality, mutual benefits and mutual respect:

Recognizing the benefits achieved through cooperation particularly through that of the MOU 1997 and also that the two Parties are facing common challenges with respect to the utilization and sustainable development of water resources:

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

Have entered into MOU as follows:

**Article 1: Objective**

The objective of this MOU is to expand the existing China-Bangladesh cooperation in the utilization, management and sustainable development of water resources and establish a long-term cooperative relationship on the basis of equality and mutual benefit.

## Article II: Fields of Cooperation

Referring to the overall objective of this MOU, the two Parties agree to cooperate on water resources management, including relevant policies and regulations, research and development, trade and commerce, institutional capacity building and personnel training, etc. Concrete cooperation will involve the following aspects:

1. The formulation of water strategies, policies and planning;
2. Design, operation and maintenance of modern hydrological network;
3. Planning, design and construction of water resources and hydropower projects;
4. Optimal allocation and integrated management of water resources;
5. Technologies on water saving irrigation;
6. Rainwater collection and utilization;
7. Cooperation and coordination in international water fora;
8. Capacity-building for water managers and engineers;
9. Cooperation in areas of flood control, water induced disaster reduction, river training, water resources utilization and development;
10. Enhancing the flood forecasting capability through exchange of flood related data and information of the YarLung Zhangbo/Brahmaputra river and
11. Utilize and protect the water resources of transnational rivers in the region keeping in mind the principles of equality and fairness.

*JL*

*the agreed to*

### Article III: Form of Cooperation

The two Parties are ready to cooperate in the following ways:

1. Exchange information and literature in the fields mentioned in Article II of this MOU;
2. Exchange governmental and commercial delegations to negotiate and execute bilateral cooperative projects;
3. Exchange experts to provide technical assistance and consultation in the relevant fields;
4. Organize technical training or study tour for water administrators and engineers;
5. Exchange information on projects open to international bidding and encourage the collaboration between water companies of the two countries in jointly undertaking planning (feasibility studies) projects and also construction projects;
6. Promote joint ventures between Bangladeshi and Chinese earthmoving, dredging and construction companies;
7. Promote and encourage cooperation between business companies and research institutions in water resources utilization and hydropower development for the purpose of flood control, water induced disaster reduction, river training, water resources utilization and development.

### Article IV: Implementation Authorities

The authorities responsible for the coordination and implementation of this MOU are: Department of International Cooperation, Science and Technology, Ministry of Water Resources of the People's Republic of China and Joint Rivers Commission (JRC), Ministry of Water Resources of the People's Republic of Bangladesh.

### Article V: Funding for Cooperative Projects

The costs of international travel, accommodation, food and salaries, daily subsistence allowance (DSAs) of the visiting delegations will be borne by the respective parties. Technical experts invited by one party to provide technical assistance to the other party

will be financed by the inviting party, unless third party finance could be identified. Funding for commercial and technical cooperative projects will be decided through mutual consultation according to the specific nature of projects.

#### Article VI: Confidentiality

Each Party of the MOU shall respect the conditions, where appropriate, relating to the restrictive use, and the restrictive transfer to the third party of technical documents, patents or other technical data and knowledge (e.g. in the framework of intellectual property rights) provided by the other Party.

#### Article VII: Dispute Settlement

Any dispute arising from the interpretation and implementation of this MOU shall be settled through consultation between the two Parties.

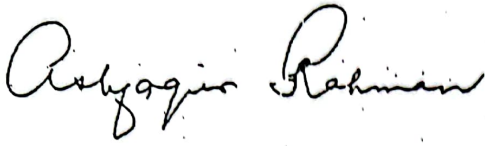
#### Article VIII: Amendment

Either Party of this MOU may request in writing, through diplomatic channels, revision or amendment of this MOU. Any revision or amendment agreed upon by the two Parties shall constitute part of this MOU.

#### Article IX: Entry into Force, Validity and Termination

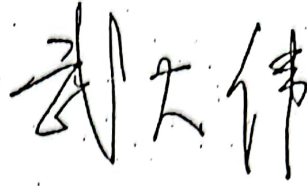
This MOU shall enter into force upon the signature by fully authorized representatives of the two Parties. This MOU shall be valid for a period of five years and shall be automatically renewed for a period of further five years unless either Party requests its termination by serving a written notice through diplomatic channels to the other Party six months prior to the date of expiration and the process will continue. The termination of this MOU is without prejudice to the completion of on-going projects.

This MOU is signed in duplicate in Beijing on this day of 18 August 2005. The text of the MOU is written in Chinese and English, two language versions being equally valid.



H.E. Mr. Ashfaqur Rahman  
Ambassador of Bangladesh to the  
People's Republic of China

For and on behalf of the  
Ministry of Water Resources  
People's Republic of Bangladesh



Mr. Wu Dawei  
Vice Minister for Foreign Affairs of the  
People's Republic of China

For and on behalf of the  
Ministry of Water Resources  
People's Republic of China

1-1-06  
Assistant Secretary  
Ministry of Water Resources  
Govt. of the People's Republic  
of Bangladesh.