

**ARRANGEMENT
BETWEEN
THE FEDERAL DEPARTMENT OF THE ENVIRONMENT, TRANSPORT,
ENERGY AND COMMUNICATIONS
OF THE SWISS CONFEDERATION
AND
THE MINISTRY OF WATER RESOURCES
OF THE PEOPLE'S REPUBLIC OF CHINA**

The Federal Department of the Environment, Transport, Energy and Communications of the Swiss Confederation and the Ministry of Water Resources of the People's Republic of China (hereinafter referred as "the 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 development 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 contribute 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 Arrangement shall, on the basis of equality, reciprocity and mutual benefit extend, support and encourage the exchange and cooperation in the field of utilization and sustainable development of water resources and risk prevention between the two governments and their agencies, academic institutes and enterprises.

Cooperative activities under this Arrangement shall be subject to the availability of appropriate funds and other resources and to the applicable laws and legal provisions statutes, rules, regulations and national policies from time to time in force in each country.

ARTICLE II AREAS OF COOPERATION

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

1. Sustainable water resources management;
2. Prevention and relief of mountainous disasters, flood control and disasters mitigation;
3. Impacts of climate change on water resources and countermeasures;
4. Capacity building and personnel training and exchanges;
5. Contacts, exchange and cooperation between research institutes and enterprises of water resources in both countries;
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 Arrangement, and as far as the means, resources and requirements may permit the areas of cooperation in the fields stated in Article II of this Arrangement may take the following forms:

1. Enhancing high level visits and technical exchanges;
2. Exchanging information and literature related to the fields specified in Article II of this Arrangement;
3. Visits of governmental and technical delegations in order to discuss and implement bilateral projects;
4. Organizing of technical trainings or study tours for water administrators and engineers;
5. Research and development institutes of both parties jointly conduct research projects and exchange research information, personnel and trainees;
6. Coordination and cooperation in and joint organization of workshops, exhibitions, events 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 water companies of the two countries in jointly undertaking projects;
8. Other forms of cooperation determined by the two parties after negotiation.

ARTICLE IV

COMPETENT AUTHORITIES AND IMPLEMENTATION

1. The Federal Office of the Environment of Switzerland and the Department of International Cooperation, Science and Technology of the Ministry of Water Resources of China act as liaison institutions to organize and coordinate the activities.
2. Under the requirement of this Arrangement, the Parties will form a "Joint Working Group on Sustainable Water Resource Management and Risk Prevention", chaired alternately by the above mentioned competent authorities. The Working Group shall discuss questions and try to find satisfactory solutions, advance dialogue and cooperation and exchange information on the areas and forms of cooperation mentioned above.
3. The Working Group shall comprise representatives of each Party in an effort to ensure reaching the objectives of the present Arrangement in the most efficient way. If necessary, representatives of other governmental organs and representatives of industry or business associations may therefore participate in the meetings of the Working Group.
4. The Working Group shall meet when considered appropriate, the venue alternating between Switzerland and China.

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 consultation according to the specific nature of projects.

ARTICLE VI

CONFIDENTIALITY

1. Each Party shall undertake to observe the confidentiality and secrecy of confidential documents, information and other confidential data received from or supplied to the other Party during the period of the implementation of this Arrangement or any other agreements made pursuant to this Arrangement.

2. The provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this Arrangement.

ARTICLE VII

THE RESPECT OF INTELLECTUAL PROPERTY AND RELATED LAWS

The protection of intellectual property rights shall be in conformity with the applicable national laws, rules and regulations of the two Parties, and with the relevant international agreements.

ARTICLE VIII

SUSPENSION

1. Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this Arrangement which suspension shall take effect immediately after notification has been given to the other Party through diplomatic channels.
2. For the suspension to be lifted, the two Parties shall have to confirm the resumption of implementation of this Arrangement after consultations or negotiations.

ARTICLE IX

REVISION, MODIFICATION AND AMENDMENT

1. Either Party may request in writing a revision, modification or amendment of all or any part of this Arrangement.
2. Any revision, modification or amendment agreed to by the two Parties shall be put into writing and shall form part of this Arrangement.
3. Any revision, modification or amendment shall not prejudice the rights and obligations arising from, or based on, this Arrangement before, or up to, the date of such revision, modification or amendment.

ARTICLE X

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 Arrangement shall be settled amicably through mutual consultation or negotiations between the Parties through

diplomatic channels, without reference to any third party or international tribunal.

ARTICLE XI ENTRY INTO FORCE, DURATION, TERMINATION AND EXTENTION

1. This Arrangement 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 Arrangement shall not affect the implementation of ongoing activities/projects which have been agreed upon prior to the date of the termination of this Arrangement.

Done in Shanghai, China, on April 19th, 2009, in duplicate, in the German, Chinese and English languages, all 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 Federal Department of
the Environment, Transport, Energy and
Communications
Of the Swiss Confederation



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