

**MEMORANDUM OF UNDERSTANDING
ON COOPERATION
IN THE FIELD OF WATER RESOURCES
BETWEEN**

**THE MINISTRY OF NATURAL RESOURCES AND ENVIRONMENT
OF THE KINGDOM OF THAILAND
AND
THE MINISTRY OF WATER RESOURCES
OF THE PEOPLE'S REPUBLIC OF CHINA**

The Ministry of Natural Resources and Environment of the Kingdom of Thailand and the Ministry of Water Resources of the People's Republic of China (hereinafter referred to individually as "the Party" and jointly 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 contributes to the enhancement of 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 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 development 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 Parties will cooperate in the following areas:

1. Development of water resources strategy, policy and planning;
2. Sustainable management, conservation, and protection of water resources;
3. Promotion of appropriate technology in dealing with flood and drought disaster mitigation;
4. Application of hydrological technology;
5. Capacity building for managers and technicians in the field of water resources;
6. Coordination and collaboration in international water events;
7. Technical training or knowledge sharing in the field of water resources which are of common interest.

ARTICLE III

FORMS OF COOPERATION

Referring to the objectives of this MoU, and to the extent that the means, resources and requirements of both Parties may permit, the areas of cooperation stated in Article II of this MoU may take the following forms:

1. Exchange of high-level visits;
2. Exchange of information and literature related to the fields specified in Article II of this MoU;
3. Organization and exchange of trainings which involve courses and study tours in the fields of water resources;
4. Encouragement for research and development institutes of both Parties to jointly conduct research projects, and encouragement for enterprises of both Parties to jointly conduct economic and trade cooperation;
5. Joint organization of workshops and exhibitions on themes of common interests;
6. Other forms of cooperation determined by the Parties after consultation.

The two Parties will formulate a biennial work plan to implement this MoU.



ARTICLE IV

DESIGNATED AUTHORITY

The Parties agree that, the Department of Water Resources of the Ministry of Natural Resources and Environment of the Kingdom of Thailand and the Department of International Cooperation, Science and Technology of the Ministry of Water Resources of the People's Republic of China act as liaison institutions. The Parties agree further to establish the Joint Steering Committee on Thailand-China Water Resources Cooperation (hereinafter referred to the "Joint Steering Committee"), which will be responsible for the implementation of this MoU and the organization and coordination of bilateral cooperation and related activities. The Joint Steering Committee meetings shall be held periodically according to mutual agreement alternately in Thailand and in China.

ARTICLE V

FINANCIAL ARRANGEMENTS

Each Party will be responsible for the costs of international travel, accommodation, food and salaries/DSAs incurred by its own visiting delegations. In principle, costs and expenses relating to technical experts invited by one Party to provide technical assistance to the other Party will be borne by the inviting Party. Funding for commercial and technical cooperative projects will be decided through mutual consultation between the Parties according to the specific nature of such projects.


ARTICLE VI

**CONFIDENTIALITY AND THE RESPECT OF INTELLECTUAL PROPERTY
AND RELATED LAWS**

1. Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied by the other Party during the period of the implementation of this MoU or any other agreements made pursuant to this MoU.
2. Each Party shall protect the other Party's intellectual properties relating to the implementation of this MoU, including those derived from the implementation of this MoU in accordance with its national laws, rules and regulations and international agreements applicable to each Party.

ARTICLE VII

AMENDMENT

1. This MoU may be modified or amended by written agreement of the Parties and such amendment shall form an integral part of this MoU.
 2. Any amendment shall not prejudice the rights and obligations arising from or based on this MoU before or up to the date of such amendment.
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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 amicably through mutual consultation or negotiations between the Parties through diplomatic channels, without the involvement of any third party or international tribunal.

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 by written notice through diplomatic channels to the other Party six (6) 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 MoU.


Done at Bangkok, on this ninth day of September in the year of 2016, in duplicate, in the Thai, Chinese and English language, all texts being equally authentic. In case of any divergence of interpretation, the English text will prevail.

**For the Ministry of Natural Resources and Environment
of the Kingdom of Thailand**

Gen. Surasak Karnjanarat

General Surasak Karnjanarat
Minister of Natural Resources and Environment
of the Kingdom of Thailand

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



Mr. Chen Lei
Minister of Water Resources
of the People's Republic of China