

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MINISTRY OF URBAN DEVELOPMENT,
WATER SUPPLY AND DRAINAGE
OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA
AND
THE CHINESE ACADEMY OF SCIENCES
OF THE PEOPLE'S REPUBLIC OF CHINA

The Ministry of Urban Development, Water Supply and Drainage of the Democratic Socialist Republic of Sri Lanka (hereinafter referred to as "MUDWSD") and the Chinese Academy of Sciences of the People's Republic of China (hereinafter referred to as "CAS"), (MUDWSD and CAS are hereinafter referred to as the "Parties"),

Desiring to promote cooperation in scientific research, technology application and education based on the principles of reciprocity and mutual benefits and with due consideration to the protection and allocation of intellectual property rights,

Have reached the following Understanding:

1. General Objective and Areas of Cooperation

The Parties, within the framework of this Memorandum of Understanding (MOU) will jointly design and implement proposals, action plans and programmes of cooperation under the following mutually agreed objectives:

1. To identify the possible causing factors to the occurrence and distribution of the Chronic Kidney Disease (CKDu) of unknown etiology in Sri Lanka;
2. To develop groundwater treatment methods and technologies in CKDu affected regions in Sri Lanka;

3. To develop rain water collection and use methods and technologies in Dry areas of Sri Lanka.
4. To help the government of Sri Lanka make integrated water supply and sanitation infrastructure development plan, integrated water resource management plan, and land use plan.

2. Forms of Cooperation

The Parties will promote scientific, technological and educational cooperation under the above-agreed objectives through the following forms and plans of cooperation:

1. Joint research center

With the purpose of promoting scientific and technological capacity building in Sri Lanka, the Parties will seek all available financial sources from both countries to establish a joint center named as "China-Sri Lanka Joint Center for Water Technology Research and Demonstration" (hereinafter referred to as "CSL Joint Center") in Kandy with a special focus on the CKDu issue.

2. Educational and training programmes

- 1) The Parties will provide opportunities to graduate candidates of both countries to pursue postgraduate degrees (MSc, M Phil, and PhD) in academic institutes of either country;
- 2) The Parties will develop a training program in water and sanitation for water professionals in Sri Lanka, including provision for training and capacity building of NWS&DB staff.

3. Bilateral symposia

Bilateral symposia may be proposed by each Party and held in either country.

4. Technology demonstration

The Parties will seek financial resources available in both countries to build technology demonstration facilities on groundwater treatment and rain water collection and use in Sri Lanka.

5. Exchange of visits

The Parties will encourage visit exchange of interested scientists and

administrative personnel to conduct and develop cooperative activities.

6. Cooperative research projects and field investigations

Based on bilateral symposia and visit exchanges of scientists and administrative personnel, cooperative research projects and field investigations will be initiated and implemented jointly by the Parties. The research and investigations can involve health authorities from both countries.

7. Exchange of information and publications

The Parties will inform each other about their activities, development in the science and technology policies, and meetings, seminars/conferences to be organized by them, and will encourage the exchange of their publications and the scientific information that may be of mutual interest.

8. Other cooperative activities may be added upon mutual agreement of the Parties.

3. Implementation

1. Unless otherwise mutually agreed in writing by the Parties, each Party will bear all costs of its activities under the MOU.
2. MUDWSD will, in accordance with relevant laws and regulations in Sri Lanka, obtain exemptions from taxes such as customs duties, etc., in cooperation with the relevant authority, that may be imposed on imported equipment and materials provided by the CAS in connection with the implementation of all cooperative activities.
3. MUDWSD will supply premises as the site for the CSL Joint Center.
4. MUDWSD will apply for the Chinese governmental aid in solving the CKDu problems and purchasing instruments for the CSL Joint Center, and CAS will provide assistance to MUDWSD during the whole process.
5. MUDWSD will facilitate the implementing institutions' acquisition of all necessary permits, licenses and other forms of approval required in Sri Lanka for implementation of all cooperative activities. CAS will facilitate the implementing

institutions' acquisition of all necessary permits, licenses and other forms of approval required in China for implementation of all cooperative activities.

6. The Parties will provide all necessary logistic support for cooperative activities in both countries, including but not limited to local transportation, communication with local governments, logistic and technical assistants.
7. The Parties will make every effort to ensure the safety of personnel dispatched for implementation of all cooperative activities in both countries and will facilitate the dispatch and reception of personnel and assist, as necessary, in the obtainment of visas and domestic and international travel permission.

4. Intellectual Property Rights

The ownership of and use of any intellectual property derived from the cooperation framework set forth in the MOU ("Intellectual Property") shall be determined on a case-by-case basis in accordance with the relative contributions of the Parties. Each Party may not disclose in any manner such Intellectual Property to any third parties without the prior written consent of the other Party.

The provision of intellectual property rights shall be enforced in conformity with respective national laws and regulations of the respective countries and with international agreements signed by the Parties.

5. Confidentiality and Secrecy of Documents

Each Party will undertake to observe the confidentiality and secrecy of documents, information and other data received during the period of the implementation of the MOU or any other agreement made pursuant to this MOU.

6. Amendments and Dispute Resolution

Either Party may request, in writing through diplomatic channels, any amendment to this MOU.

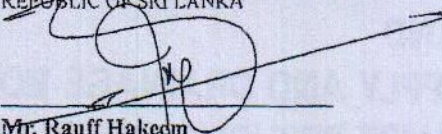
Any differences or disputes arising out of the interpretation or application of this MOU shall be settled through mutual negotiation conducted through diplomatic channels of the Parties.

7. Supplementary Articles

1. The MOU shall enter into force upon signature of the Parties and shall remain in force for a period of five (5) years.
2. Upon expiry date, the MOU shall be extended automatically for another period of five (5) years, unless revoked by either Party with written notice at least six months before the expiry date.
3. Each Party reserves the rights for reasons of security, public order or public health to suspend temporarily, either whole or in part, the implementation of this MOU. Such suspension shall take effect thirty (30) days after notification has been given to the other Party through diplomatic channels.
4. Either Party may terminate this MOU after giving written notification 06 months prior to termination and such termination shall not be prejudicial to the implementation of any procedure, plan and programmes of cooperation made under the scope of this MOU which will be carried out until due discharge by performance.

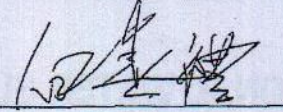
Signed at Beijing on this 26th day of March 2015 in duplicate in the English language,
both texts being equally authentic.

SIGNED BY
For and on behalf of
MINISTRY OF URBAN DEVELOPMENT,
WATER SUPPLY AND DRAINAGE,
THE DEMOCRATIC SOCIALIST
REPUBLIC OF SRI LANKA



Mr. Rauff Hakeem
Minister
Ministry of Urban Development, Water
Supply and Drainage
The Democratic Socialist Republic
of Sri Lanka

SIGNED BY
For and on behalf of
CHINESE ACADEMY OF SCIENCES,
THE PEOPLE'S REPUBLIC OF CHINA



Professor Dr. Chunli Bai
President
Chinese Academy of Sciences
The People's Republic of China