

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NATIONAL SCIENCE FOUNDATION
OF THE DEMOCRATIC SOCIALIST REPUBLIC OF
SRI LANKA
AND
THE NATIONAL NATURAL SCIENCE FOUNDATION
OF THE PEOPLE'S REPUBLIC OF CHINA
ON SCIENCE AND TECHNOLOGY COOPERATION

The National Science Foundation of the Democratic Socialist Republic of Sri Lanka and the National Natural Science Foundation of the People's Republic of China (hereafter referred to individually as the "Party" and collectively as the "Parties "),

NOTING the present extent of Collaboration in science and technology between Chinese and Sri Lankan scientists;

SEEKING to promote an increased level of collaboration between scientists of the two Countries;

REFERRING to the Agreement on Science and Technical Cooperation between the Government of the Democratic Socialist Republic of Sri Lanka and the Government of the People's Republic of China which was signed on 22nd May 1984;

HAVE REACHED THE FOLLOWING UNDERSTANDING :

Article 1

Objectives

Collaborative activity between the Parties, or facilitated by Parties for the Scientists of both countries, will be undertaken within the scientific remits and budgetary

appropriations of each Party. The Parties will each use their own assessment and funding mechanisms for proposals for collaborative activity.

Article 2

Areas of Cooperation

Collaborative activities will be undertaken in the fields of natural sciences, in areas of mutual interest and priority. The Parties will first leverage and develop existing bilateral collaborations. In the future, Parties may choose to focus on specific areas, and append such choices as Annexes to this MOU, pursuant to Article 9.

Article 3

Forms of Cooperation

1. The Parties recognize that as a first step, a practical means of initiating collaboration between scientists of the two countries is provided by holding joint workshops of researchers from each country, which will be held in China and in Sri Lanka alternately. The host Party will meet in-country expenses, and the other Party will be responsible for the international travel costs of its country's delegation.
2. The Parties undertake to encourage support other forms of collaboration, including personnel exchange for scientists and joint research in areas of subjects identified as priorities by both sides. Such collaboration can be based on the relationships built by workshops indicated in Article 3 (1), or on other established relationships.

Article 4

Joint Working Group

The Parties shall establish a Joint Working Group to carry out the following activities;

- (i) to identify priority areas for cooperation, taking into account both academic and financial feasibility;
- (ii) to establish a framework of cooperation for each selected area (modes of cooperation, financing etc);
- (iii) to review on-going programmes; and to consult each other about the continuation of such programmes;
- (iv) to maintain close exchange of information between each other;
- (v) to ensure that cooperation will bring real benefits to the development of science and technology in both countries.

Article 5
Confidential Documents

In case of confidential information and data or knowledge created under this MoU and as mutually agreed upon by both parties, each party and its participants shall protect such information and data or knowledge in accordance with the applicable laws, regulations and administrative practices of each country.

Article 6
Intellectual Property

Intellectual properties could be shared between the parties in accordance with the applicable laws, regulations and administrative procedures of each country.

Article 7
Modifications

This MoU may be modified by mutual written consent of the Parties.

Article 8
Settlement of disputes

Any disagreement or dispute on the implementation or interpretation of this MoU will be resolved amicably by mutual consultation and negotiation without reference to any third party or international tribunal.

Article 9
Enter in to Force, Extension and Termination

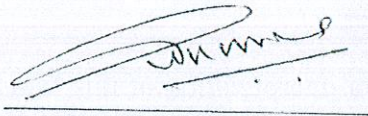
1. This MoU will enter in to force from the date of its signature and shall remain in force for a period of five (5) years; and shall be automatically extended for further period of (5) years, unless one of the Parties give a written notice to the other side of its intention to terminate this MoU six (6) months before the intended expiry date through the Diplomatic Channel.
2. The termination of this MoU shall not affect ongoing activities or projects undertaken under the MoU unless the Parities agreed otherwise.

IN WITNESS WHEREOF, the undersigned being duly authorized there to by the Parties , have signed this MoU at the place and on the day month and year hereinafter mentioned .

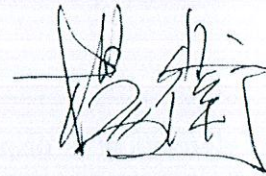
Signed in triplicate copies at Beijing on this Seventh th (07.....) day of April , 2016 in English , Chinese and Sinhala and each copy being equally authentic. In the event of any dispute , the English text will prevail.

For the National Science
Foundation of the Democratic
Socialist Republic of Sri Lanka

For the National Natural
Science Foundation of the
People's Republic of China



Prof. Sirimali Fernando
Chairperson



Prof. Yang Wei
President

Point of Contact

NSFC and NSF will assign a person as the contact point to coordinate and implement the tasks indicated in this MOU.

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