

**MEMORANDUM OF UNDERSTANDING
RELATING TO
CHINA COUNCIL FOR INTERNATIONAL COOPERATION ON
ENVIRONMENT AND DEVELOPMENT
UNDER THE PROGRAM OF
TECHNICAL CO-OPERATION FOR DEVELOPMENT
BETWEEN
THE GOVERNMENT OF AUSTRALIA
AND
THE GOVERNMENT OF THE PEOPLE’S REPUBLIC OF CHINA**

As entered 23 November 2007 and amended by Exchange of Letters 29 May 2012

<i>General</i>	<ol style="list-style-type: none"> 1. This Memorandum of Understanding expresses the understandings of the Government of Australia (GOA) and the Government of the People’s Republic of China (GOPRC) (hereinafter referred to as “the Parties”) in relation to the China Council for International Cooperation on Environment and Development, (hereinafter referred to as the “CCICED”). 2. This Memorandum of Understanding is concluded pursuant to, and subject to, the provisions of the Agreement between the GOA and the GOPRC on a Program of Technical Co-operation for Development, signed at Beijing on 2 October 1981, as amended on 17 August 1987 and 9 September 1998 (the “Agreement”). Unless otherwise provided in this Memorandum, the Agreement applies to this Program.
<i>Coordinating Authorities</i>	<ol style="list-style-type: none"> 3. The Coordinating Authorities for this Memorandum of Understanding will be: <ol style="list-style-type: none"> a. for the GOPRC: the Ministry of Commerce (MOFCOM). MOFCOM will nominate the Ministry of Environment Protection, CCICED Secretariat, as its Implementation Agency; b. for the GOA: the Australian Agency for International Development (AusAID). AusAID will nominate the CCICED Secretariat International Support Office to manage its financial contribution.
<i>Brief Description and Objectives</i>	<ol style="list-style-type: none"> 4. CCICED is a high level, non-profit international advisory body established in 1992 with the approval of the GOPRC and support from international donors. Its objective is to promote global environmental sustainability through cooperation and exchange between China and the international community and policy recommendations to the GOPRC on matters of environment and development. CCICED members comprise around 50 senior experts or officials from China and other countries who serve in their personal capacity, appointed by the GOPRC upon consultation with donors. 5. CCICED operates in five-year phases. Phase 4 covers 2007 to 2011. Phase 5 covers 2012 to 2016.

***Australian
Financial
Contribution***

6. For Phase 4, the GOA contributed AUD 1 million core funding to support:
 - Task Force and Policy Study activities, including seminars, publication, and cost associated with specialists;
 - Annual General Meeting and Round Table Meeting, including publications and cost associated with international participants;
 - Other activities including the Annual Policy Report and dissemination.
7. For Phase 5, CCICED's stated intention is to focus more on interactions between China's environment and development issues and those of the world. In alignment with this focus, and the direction of development cooperation between the Parties for the same period, the GOA has decided to continue funding to Phase 5 in support of high-level policy and cooperation between China and third countries, especially other developing countries, on environment and development issues of regional and global significance. Expected outcomes include joint learning, cooperation and exchange of ideas and experience between China and the international community on these issues.
8. For Phase 5, Australia's financial contribution will be up to AUD 1.5 million core funding. This will be made in tranche payments taking into account results achieved, the overall budget allocation for AusAID, and competing demands for aid funds within AusAID's Regional North Asia Program. The provision and disbursement of GOA contributions to the Activity will be subject to the normal Australian annual Parliamentary approval of appropriations.
9. The GOA contribution for Phase 5 can be used flexibly to support CCICED's policy research program, Annual General Meeting and dissemination activities, including the activities listed in paragraph 6 above. The Coordinating and Implementing Agencies will take into consideration the program aims indicated in paragraph 7 above, in implementing Phase 5 commitments.
10. Funding management procedures shall be defined in the agreement between AusAID and the CCICED Secretariat International Support Office.

***Chinese
Contribution***

11. The contribution of the Government of the People's Republic of China to CCICED will consist of support to the Secretariat, the Annual General meeting, Task Forces, Special Policy Studies, the Chief Advisors, and Roundtable meetings and to provide all other project requirements. For Phase 5, the Government of the People's Republic of China will increase financial support to CCICED from Phase 4 levels.

***Intellectual
Property***

12. In accordance with the co-operative nature of the CCICED, intellectual property rights jointly developed through its activities will be determined by the Parties as required.

<i>Evaluation</i>	13. AusAID reserves the right to undertake independent evaluation during the implementation of CCICED for phases to which it contributes, if so determined. Such evaluations would be at AusAID expense. The Government of the People's Republic of China will provide necessary support to such evaluation.
<i>Anti-Corruption</i>	14. Consistent with both Parties' commitment to good governance, accountability, and transparency, each Party reserves the right to investigate, directly or through its agents, any alleged corrupt, fraudulent, collusive, or coercive practices relating to the Activity.
<i>Formal Communication</i>	15. For purposes of the formal communication between the respective Coordinating Authorities on matters arising out of this Memorandum, the Australian Embassy in Beijing will act on behalf of AusAID, and Department of Trade and Economic Affairs (DITEA) will act on behalf of MOFCOM.
<i>Amendments</i>	16. Amendments to this Memorandum may be made at any time by an Exchange of Letters signed by the Parties.
<i>Duration</i>	17. This Memorandum will take effect from the date of its signature and the cooperation will be deemed to have commenced from that date. The GOA's Phase 5 contribution will cease in June 2017 or on such other date as may subsequent be arranged between the Coordinating Authorities. 18. Either Party may terminate this MOU by giving written notice of its intention to terminate to the other Party.
<i>Status</i>	19. This MOU is neither a treaty nor an instrument of treaty status.

20. Signed in duplicate in the English and Chinese languages. In the event of any discrepancy between the English and Chinese version, the English version will prevail.

**For the Government of the People's
Republic of China**

For the Government of Australia

**Mr Sun Yuanjiang
Deputy Director General
Department of International Trade and
Economic Affairs
Ministry of Commerce**

**Mr Andrew Cumpston
Acting Assistant Director General
Asia Strategies & Partnerships Branch
AusAID**

**中华人民共和国政府和澳大利亚政府
技术发展合作计划下
就中国环境与发展国际合作委员会合作的
谅解备忘录**

2007年11月23日签署，2012年5月29日经换文修改

总则	<ol style="list-style-type: none">1. 本谅解备忘录表述了中华人民共和国政府和澳大利亚政府（以下简称双方）就中国环境与发展国际合作委员会(以下称国合会)合作达成的谅解。2. 本谅解备忘录按照并遵从中华人民共和国政府和澳大利亚政府于1981年10月2日在北京签署，并于1987年8月17日和1998年9月9日修订的“中华人民共和国政府和澳大利亚政府关于技术合作发展计划协议”（以下简称“协议”）的各项规定。除非本谅解备忘录特别提出，协议适用于此项目。
协调机构	<ol style="list-style-type: none">3. 本备忘录的协调机构为：<ol style="list-style-type: none">a. 中华人民共和国政府方面：商务部；商务部将指定环境保护部（国合会秘书处）为实施机构；b. 澳大利亚政府方面：澳大利亚国际发展署（澳发署）将委托国合会秘书处国际支持办公室管理项目资金。
项目描述和目标	<ol style="list-style-type: none">4. 国合会于1992年在国际机构支持下经中国政府批准成立。国合会是一个非营利的高级别国际咨询机构，主要任务是进一步加强中国与国际社会在环境和发展领域的合作与交流，并为中国政府提供环境和发展领域的政策建议，从而促进全球环境的可持续性。约五十名来自中国和其他国家的资深专家学者和政府官员担任国合会委员，委员由中国政府经与国际机构磋商后指定。5. 国合会五年一届，第四届国合会从2007年到2011年。第五届国合会从2012年到2016年。

澳大利亚资金投入

6. 澳大利亚政府为第四届国合会提供了 100 万澳元的核心资金，用于支持以下活动：
 - 课题组和政策研究活动，包括举办研讨会、出版物和与专家相关的费用；
 - 国合会年会和圆桌会议，包括出版物和参加会议的国际人员的相关费用；
 - 其他活动，包括年度政策报告和成果推广。
7. 第五届国合会旨在进一步促进中国与世界在环境和发展领域的交流与互动。为支持国合会及同期双方的发展合作，澳大利亚政府决定继续为第五届国合会提供资金，以支持中国与其他国家的高级别政策对话与合作，尤其是中国与发展中国家在区域性和全球性的重要环境和发展领域的合作。预期成果包括：中国和国际社会在相关领域互相学习，合作，交流想法和经验。
8. 澳大利亚为第五届国合会提供的核心资金支持总额为 150 万澳元。项目资金将根据项目产出的成果，澳发署总体的预算分配以及澳发署北亚区域项目对援助资金的需求等因素分期支付。澳大利亚政府资金的提供和分配取决于澳大利亚议会的年度拨款审核结果。
9. 澳大利亚政府支持第五届国合会的资金可灵活用于上述第六条所列的国合会政策研究活动，年会和推广活动。协调与执行机构在执行第五届国合会活动过程中应考虑上述第七条规定之项目目标。
10. 资金管理程序将在澳发署与国合会秘书处国际支持办公室的协议中加以规定。

中方的投入

11. 中华人民共和国政府对国合会的投入包括支持秘书处、年会、课题组、专题政策研究、首席顾问和圆桌会议，并提供项目所需的其他帮助。中国政府将在第四届国合会投入的基础上，增加对第五届国合会的资金支持。

知识产权

12. 根据国合会合作项目的性质，在本项目活动中联合开发的知识产权将根据需要由双方来确定。

评估

13. 在国合会项目执行期间，澳发署保留对其资助的项目进行独立评估的权力。澳发署将承担评估的所有费用。中华人民共和国政府将为评估提供必要的帮助。

反腐败

14. 基于对良治，问责和透明度的共同承诺，对任何贿赂、欺诈、共谋或胁迫等活动，双方保留进行直接调查或委托第三方进行调查的权力。

正式联系	15. 对本备忘录有关事项的协商由双方协调机构通过正式沟通进行。澳大利亚驻中国大使馆将作为澳大利亚国际发展署（澳发署）的代表，商务部国际经贸关系司将作为商务部的代表。
修订	16. 本备忘录的修订可经协调机构之间的换文适时进行。
期限	17. 本备忘录从签字之日起生效，项目生效日即为合作起始日。澳大利亚政府对第五届国合会的资金投入将在 2017 年 6 月或双方政府协调机构商定的其它日期终止。
法律地位	18. 本备忘录的终止可以由签署双方中的任何一方以书面形式通知另一方。
	19. 本备忘录不是条约，也不是条约相关文书。.

20. 本换文有中英文二种版本：如有差异，以英文版本为主。

中华人民共和国政府代表

澳大利亚政府代表

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国际经贸联系司
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