

**MEMORANDUM OF UNDERSTANDING ON ENVIRONMENTAL COOPERATION
BETWEEN**

**THE MINISTRY OF ECOLOGY AND ENVIRONMENT OF THE PEOPLE'S REPUBLIC OF CHINA
AND
THE MINISTRY OF ENVIRONMENT OF THE KINGDOM OF DENMARK**

This Memorandum of Understanding is a continuation of an earlier agreement between the two Parties signed in 9 September 2014 replacing the agreement signed 10 September 2007.

The Ministry of Ecology and Environment of the People's Republic of China and the Ministry of Environment of the Kingdom of Denmark (hereafter referred to singularly as "the Party" and collectively as the "the two Parties");

Recognizing the global nature of environmental issues and the urgency of finding cost-effective and lasting solutions, which are coherent with the need for economic growth, a safe and clean environment, wealth and better health for humans;

Noting that globalization has resulted in a growing number of relationships between a broad group of stakeholders in China and Denmark based on a growing exchange of commodities, technologies, knowledge, ideas and experts;

Noting that the growing relationship between stakeholders and authorities in the two countries within environmental issues has already developed into concrete projects, initiatives, visits and cooperation;

Have agreed as follows;

ARTICLE 1
OBJECTIVE

The two Parties, subject to the laws, statutes, rules, regulations and national policies in force in each country and the terms of this Memorandum of Understanding (hereinafter referred to as this MOU) agree to extend and strengthen their partnership and cooperation in the field of environmental protection and pollution prevention with focus in the cooperation on the Sustainable Development Goals and on the basis of equality and mutual benefit.

ARTICLE 2
AREAS OF COOPERATION

The following areas have been identified by the Parties as mutual high priority areas of cooperation:

1. Water pollution prevention and control, and wastewater management in general from both rural, urban and industrial areas;

2. Air pollution prevention and control, including livestock and poultry breeding ammonia emission reduction and odour control;
3. Soil and groundwater pollution prevention and control;
4. Waste management including collaboration on circular economy;
5. Environmental management of chemicals;
6. Sustainable use of natural resources and conservation of nature including biodiversity concerns;
7. Assessing and addressing impacts of climate change on nature and natural resources as well as on surface waters including rivers and lakes and corresponding mitigation and adaptation measures.
8. Environmental management policies and regulations;
9. Noise pollution control, monitoring and evaluation;
10. Ozone Depletions Substances (ODS) and Hydrofluorocarbons (HFC) management;
11. Air quality forecasting and pollution process early warning;
12. Other environmental issues the parties may identify.

ARTICLE 3
FORMS OF COOPERATION

Cooperation between the Parties under this MOU may be conducted in the following forms:

1. Facilitating high level visits and technical exchanges, by supporting exchange of visits of environmental experts, scholars and delegations;
2. Encouraging research and development institutes of both Parties to jointly conduct research projects and exchange research information, personnel and trainees;
3. Support continuation of the Strategic Sector Cooperation (SSC) on sustainable environmental management and pollution prevention;
4. Supporting the China Council for International Cooperation on environment and Development (CCICED);
5. Testing and demonstration of green technologies targeted at environmental challenges;

6. The Parties shall be engaged in identifying and initiating environmental projects for cooperation between stakeholders such as national authorities, provincial authorities, companies, utilities, enterprises, knowledge institutions within development and application of green technology.

7. Other forms of cooperation as mutually agreed upon.

Cooperation will be conducted on the basis of a mutually agreed rolling work plan.

ARTICLE 4

COMPETENT AUTHORITIES AND IMPLEMENTATION

Each Party shall designate a coordinator for the implementation of this MOU. The two parties agree to form a Joint Working Group, which is responsible for the review and facilitation of the ongoing cooperation and make future work plans. The Joint Working Group shall meet when considered appropriate in the two countries in turn.

ARTICLE 5

FINANCIAL ARRANGEMENTS

Each party shall endeavour to support the cooperation activities under this MOU.

Unless otherwise arranged between the Parties, international travel and in-country expenses related to exchanges and cooperation activities for representatives from the public authorities will be held by the sending Party. Funding for commercial and technical cooperative projects will be decided through mutual consultation according to the specific nature of projects.

ARTICLE 6

OBLIGATION OF PARTIES, CONFIDENTIALITY AND THE RESPECT OF INTELLECTUAL PROPERTY

Nothing in this MOU shall affect the obligations of the Parties deriving from any treaties, conventions, regional or global agreements related to environmental protection.

During the period of implementation of this MOU or any other agreements made pursuant to this MOU, each Party shall undertake to observe the respective constitutions and national laws of the two Parties, adhere to confidentiality and secrecy of confidential documents, information and other confidential data received from or supplied to the other Party during cooperation activities and abide by laws, rules and regulations related to the intellectual property of both Parties as well as other international agreements binding on either Party.

ARTICLE 7

REVISION

1. Either Party may request in writing a revision of all or any part of this MOU
2. Any Revision agreed to by the two parties, shall be in writing and shall form a part of the MOU.
3. Such revision will come into force only after following the same procedure as of that of this MOU.
4. Any revision shall not prejudice the rights and obligations arising from or based on this MOU, before or up to the date of such revision.

ARTICLE 8 *SETTLEMENT OF DISPUTES*

Any difference or dispute between Parties concerning the interpretation and/or implementation and/or application of any of the provision of this MOU shall be settled through mutual consultation or negotiation between the Parties.

ARTICLE 9 *ENTRY INTO FORCE, DURATION, TERMINATION AND EXTENSION*

This MOU shall enter into force on the date of signature and shall remain in force for a five-year period. The MOU replaces the agreement between the parties signed 9 September 2014.

Unless one Party notifies the other in written form three months prior to the expiration of this MOU, it will automatically be renewed for a period of five years.

The termination of this MOU will not affect the validity of any arrangements already made under this MOU.

Done in duplicate in Beijing and Copenhagen on 26 November 2021 in Chinese and English languages, each version being equally authentic.



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