



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNITED NATIONS ENVIRONMENT PROGRAMME  
AND  
MINISTRY OF ENVIRONMENTAL PROTECTION OF THE PEOPLE'S REPUBLIC OF CHINA  
ON  
BUILDING A GREEN "BELT AND ROAD"**

**WHEREAS** the United Nations Environment Programme (hereinafter referred to as "UN Environment"), is the leading global environmental authority that sets the global environmental agenda, promotes the coherent implementation of the environmental dimension of sustainable development within the United Nations system and serves as an authoritative advocate for the global environment;

**WHEREAS** UN Environment has the mandate to keep the state of the world environment under review in order to enable appropriate and timely consideration of environmental challenges by decision makers at the national and international levels;

**WHEREAS** the Ministry of Environmental Protection of the People's Republic of China (hereinafter referred to as "MEP") is the central governmental body with roles and functions in coordination, overall regulation, monitoring, legislation implementation, and public services relating to environmental policy, pollution prevention and control, nature and ecological conservation, nuclear safety supervision, safeguarding public health and environmental safety, environmental monitoring and early warning to response to emergency issues;

**WHEREAS** UN Environment and MEP (hereinafter collectively referred to as "Parties") share common objectives with regard to the coherent implementation of the environmental dimensions of sustainable development, and wish to collaborate to further these common goals and objectives within their respective mandates and governing rules and regulations;

**WHEREAS** the Parties intend to conclude this Memorandum of Understanding (hereinafter referred to as "MOU") with the aim of consolidating, developing and detailing their cooperation and effectiveness to achieve the common objectives in the field of environment;

**CONSIDERING** the "Belt and Road Initiative" aims to build a green, harmonious, and win-win "Belt and Road", which is fully in accordance with UN Environment's goal to promote regional and global sustainable development.



**NOW, THEREFORE, THE PARTIES HAVE AGREED TO COOPERATE UNDER THIS MEMORANDUM OF UNDERSTANDING AS FOLLOWS:**

**Article 1  
Interpretation**

1. References to this MOU shall be construed as including any Annexes, as varied or amended in accordance with the terms of this MOU. Any Annexes shall be subject to the provisions of this MOU, and in case of any inconsistency between an Annex and this MOU, the latter shall prevail.
2. Implementation of any subsequent activities, projects and programmes pursuant to this MOU, including those involving the transfer of funds between the Parties, shall necessitate the execution of appropriate legal instruments between the Parties. The terms of such legal agreements shall be read in parallel with the provisions of this MOU.
3. This MOU represents the complete understanding between the Parties and supersedes all prior MOUs, communications and representations, whether oral or written, concerning the cooperation of the Parties related to the subject matter mentioned in Article 4 of this MOU.
4. Any Party's failure to request implementation of a provision of this MOU shall not constitute a waiver of that or any other provision of this MOU.

**Article 2  
Duration**

1. This MOU shall be effective upon the last date of signature of the approving officials and remain in force until December 31, 2022, unless terminated in accordance with Article 15 below.

**Article 3  
Purpose**

1. The purpose of this MOU is to provide a framework of cooperation and understanding, and to facilitate collaboration between the Parties to further their shared goals and objectives in regard to jointly enhance international cooperation on ecological conservation and environmental protection for a green "Belt and Road", to promote sustainable development along the "Belt and Road Initiative" region.



2. The objectives of this MOU will be achieved through:
  - a. Regular dialogue meetings between UN Environment and MEP; and
  - b. Execution of a separate legal instrument between the Parties to define and implement any subsequent activities, projects and programmes pursuant to Article 1.2.

#### **Article 4 Areas of Cooperation**

1. Areas of Cooperation are agreed jointly through the cooperation mechanism in the MOU. Policies and priorities under this MOU may also be jointly reviewed annually by the Parties pursuant to Article 5 to allow the Parties to respond to newly emerging issues in the realm of environment and sustainable development.
2. The Parties have agreed to the following preliminary and overarching themes for this MOU, which form part of UN Environment's mandate and programme of work that have been approved by United Nations Environment Assembly of the United Nations Environment Programme. The items listed below are also priorities or ongoing activities of MEP, in accordance with its mandate. All could be strengthened through the cooperation of the Parties.
  - a. Share concepts and practices of ecological civilization and green development, to promote sustainable development, together with countries along the "Belt and Road";
  - b. Enhance the communication and linkage on policies, laws, regulations and standards of ecological conservation and environmental protection, to achieve a win-win cooperation under the framework of "Belt and Road Initiative";
  - c. Conduct joint research on promoting regional green development through China's "One Belt and One Road" initiative, proposing policy recommendations and jointly launching the research report as appropriate;
  - d. Organize and participate international dialogues and meetings related to greening "Belt and Road Initiative" and South-South Cooperation;
  - e. Enhance the information and data exchange between UN Environment and MEP on ecological and environmental issues, and support to the information sharing platform with countries along the "Belt and Road".



3. The above list is not exhaustive and should not be taken to exclude or replace other forms of cooperation between the Parties on other issues of common interest.

#### **Article 5 Organization of the Cooperation**

1. The Parties shall hold regular bilateral meetings on matters of common interest, in accordance with an agenda agreed to in advance by the Parties, for the purpose of developing and monitoring collaborative projects. Such meetings shall take place at least once every twelve months to:
  - a. Discuss technical and operational issues related to furthering the objectives of this MOU; and
  - b. Review progress of work undertaken by the Parties pursuant to a separate legal instrument in the priority areas of cooperation mentioned in Article 4 above.
2. Within the context defined above, further bilateral meetings at desk-to-desk and at expert level shall be encouraged and set up on an ad hoc basis as deemed necessary by the relevant UN Environment offices and MEP to address matters of common interest for the implementation of activities in specific areas, countries and regions.
3. In implementing activities, projects and programmes in the agreed priority areas, the Parties shall execute a separate legal instrument appropriate for the implementation of such initiatives in accordance with Article 1.2 above. In identifying the areas of cooperation under this MOU, due regard shall be given to MEP's geographic coverage, capacity for implementation and experience in the related field, including existing policies on the subject, if any.
4. Where one Party is organizing a meeting with external participation at which policy matters related to the aims of this MOU shall be discussed, the Party shall, as appropriate, either invite the other Party to participate in the meeting or update the other Party on relevant policy matters discussed at the meeting. Each Party undertakes to share the public knowledge and information in its area of operations and expertise relevant to the MOU with the other Party.

**Parties' initials:**

ES



**Article 6**  
**Status of the Parties and their Personnel**

1. The Parties acknowledge and agree that MEP is an entity separate and distinct from the United Nations, including UN Environment. The employees, personnel, representatives, agents, contractors or affiliates of MEP, including the personnel engaged by MEP for carrying out any of the project activities pursuant to this MOU, shall not be considered in any respect or for any purpose whatsoever as being employees, personnel, representatives, agents, contractors or affiliates of the United Nations, including UN Environment, nor shall any employees, personnel, representatives, agents, contractors or affiliates of UN Environment be considered, in any respect or for any purpose whatsoever, as being employees, personnel, representatives, agents, contractors or affiliates of MEP.
2. Neither Party shall be entitled to act or make legally binding declarations on behalf of the other Party. Nothing in this MOU shall be deemed to constitute a joint venture, agency, interest grouping or any other kind of formal business grouping or entity between the Parties.

**Article 7**  
**Fundraising**

1. To the extent permitted by the Parties' respective regulations, rules and policies, and subject to sub-article 2, the Parties may engage in fundraising from the public and private sectors to support the activities, projects and programmes to be developed or carried out pursuant to this MOU.
2. Neither Party shall engage in fundraising with third parties in the name of or on behalf of the other, without the prior express written approval of the other Party in each case.

**Article 8**  
**Intellectual Property Rights**

1. Nothing in the MOU shall be construed as granting or implying rights to, or interest in, intellectual property of the Parties, except as otherwise provided in Article 8.2.
2. In the event that the Parties foresee that intellectual property that can be protected shall be created in relation to any project or programme, or activity to be carried out under this MOU, the Parties shall negotiate and agree on terms of its ownership and use in the relevant legal instrument concluded as per Article 1.2.



**Article 9**  
**Use of Name and Emblem**

1. Neither Party shall use the name, emblem or trademarks of the other Party, its subsidiaries and/or affiliates, or any abbreviation thereof, in connection with its business or for public dissemination without the prior expressly written approval of the other Party in each case. In no event shall authorization of the UN or UN Environment name or emblem be granted for commercial purposes or for use in any manner that suggest an endorsement by UN Environment of MEP's products, business practices or services.
2. MEP acknowledges that it is familiar with the independent, international and impartial status of the UN and UN Environment, and recognizes that their names and emblems may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status of the UN and UN Environment.
3. The Parties agree to recognize and acknowledge this partnership, as appropriate. To this end, the Parties shall consult with each other concerning the manner and form of such recognition and acknowledgement.

**Article 10**  
**United Nations Privileges and Immunities**

1. Nothing in or relating to this MOU shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

**Article 11**  
**Confidentiality**

1. The handling of information shall be subject to each Party's corporate confidentiality policies.
2. Before disclosing internal documents, or documents that by virtue of their content or the circumstances of their creation or communication must be deemed confidential, of the other Party to third parties, each Party shall obtain the express, written consent of the other Party. However, a Party's disclosure of another Party's internal and/or confidential documents to an entity the disclosing Party controls or with which it is under common control, or to an entity with which it has a confidentiality agreement, shall not be considered a disclosure to a third party, and shall not require prior authorization.



3. For UN Environment, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations shall be deemed to be a legal entity under common control.

#### **Article 12 Responsibility**

1. Each Party will be responsible for dealing with any claims or demands arising out of its actions or omissions, and those of its respective personnel, in relation to this MOU.
2. MEP shall indemnify, hold and save harmless and defend at its own expense, the United Nations and UN Environment, their officials, personnel and representatives, from and against all suits, claims, demands and liability of any nature or kind which may arise in relation to this MOU due to any actions or omissions attributable to MEP.

#### **Article 13 Dispute Settlement**

1. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this MOU. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then prevailing, or according to such other procedure as may be agreed between the Parties.
2. Any dispute, controversy or claim between the Parties arising out of this MOU which is not settled amicably in accordance with the foregoing sub-article may be referred by either Party to arbitration under the UNCITRAL Arbitration Rules then in force. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

#### **Article 14 Notification and Amendments**

1. Each Party shall promptly notify the other in writing of any anticipated or actual material changes that will affect the execution of this MOU.
2. The Parties may amend this MOU by mutual written agreement, which shall be appended to this MOU and become an integral part of it.

**Parties' initials:**

ES



**Article 15  
Termination**

1. Either Party may terminate this MOU by giving three months' prior written notice to the other Party.
2. Upon termination of this MOU, the rights and obligations of the Parties defined under any other legal instrument executed pursuant to this MOU shall cease to be effective, except as otherwise provided in the MOU.
3. Any termination of the MOU shall be without prejudice to (a) the orderly completion of any ongoing collaborative activity and (b) any other rights and obligations of the Parties accrued prior to the date of termination under this MOU or legal instrument executed pursuant to this MOU.
4. The obligations under Articles 8-13 do not lapse upon expiry, termination of or withdrawal from this MOU.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below in the English and Chinese versions, in duplicate, and both language versions are equally authentic. For purposes of interpretation and in case of conflict, the English text should prevail.

**For UN Environment**

**For Ministry of Environmental Protection of P. R. China**

Erik Solheim  
Executive Director

Chen Jining  
Minister for Environmental Protection  
P.R. China

Date: 08 12 16

Date: .....

**Parties' initials:**