

**Memorandum of Understanding between the Ministry of Earth
Sciences of the Republic of India and the China Earthquake
Administration of the People's Republic of China Concerning
Cooperation in the Field of Earthquake Sciences and
Earthquake Engineering**

This text constitutes a Memorandum of Understanding (MoU) between the Ministry of Earth Sciences (MoES), Republic of India and the China Earthquake Administration of the (CEA), People's Republic of China (hereinafter referred to as the "Parties"), developed pursuant to Article III of the Agreement of Cooperation in Science & Technology between the Government of India and the Government of the China on Technical Cooperation on Scientific and Technological Cooperation (hereinafter, "Agreement") signed in Beijing on December 22, 1988.

WISHING to carry out cooperative programs in Earthquake Sciences and Earthquake Engineering;

The Parties have reached the following understanding:

I. Purpose

This MOU provides a framework for collaboration between the Parties regarding research in Earthquake Sciences, Earthquake Engineering and Geosciences. The broad objective of the cooperation is to allow the exchange of scientific resources, personnel and technical knowledge to support the improvement or development of programs in Earthquake Sciences and Services for both Parties.

II. Objectives

(1) The purpose of this MOU is to facilitate arrangements and understandings that lead to cooperation and coordination of activities and programs in Earthquake Sciences and Earthquake Engineering.

(2) The broad objective of the cooperation is to allow the exchange of scientific resources, personnel and technical knowledge on the basis of equality, reciprocity, and mutual benefit, which support the improvement or development of Earthquake Sciences and Earthquake Engineering for both Parties.

(3) This MOU, and any Implementing Agreements or Arrangements hereunder, shall be governed by the Agreement.

III. Context

Considering that cooperation in the fields of science and technology can promote the well-being and prosperity of the two countries, recognising that such cooperation can strengthen friendly relations between the two countries and wishing to establish closer cooperation relationship between scientific and technological institutions and personnel in the two countries, have signed an Agreement of Cooperation in Science & Technology between the Government of the Republic of India and the Government of the People's Republic of China in Beijing on December 22, 1988.

Recognizing the importance of cooperation in studying the Himalayas and its adjacent region, and that such cooperation has mutual benefits for both countries as the region are considered the key area in studying regional geodynamics and

the seismogenic mechanism and seismicity of major earthquakes in India and China, and that international cooperation in these areas will strengthen the bonds of friendship and understanding between their peoples and will advance the state of these sciences of both countries;

Given the excellent scientific and technological research opportunities following the Joint Indo-China Workshop on "Earthquake Disaster Mitigation" organised by the Parties during 16-20 September 2013 at Shanghai, China;

Wanting to share responsibilities for contributing to the world's future prosperity and well being, desiring to make further efforts to strengthen their respective national research and development policies in the fields of Earthquake Sciences and Earthquake Engineering;

Considering cooperation in Earthquake Sciences and Earthquake Engineering as an important condition for the development of national economies of both countries;

Intending to strengthen their cooperation in the fields of Earthquake Sciences and Earthquake Engineering through specific and advanced technology applications; and

Wishing to increase the effectiveness of their scientific activities through a partnership program in Earthquake Sciences and Earthquake Engineering.

IV. Area of Cooperative Activities

Cooperative activities are specific activities in scientific areas of mutual interest to the Parties, undertaken by the Parties or their subsidiary entities in the areas of Earthquake Sciences,

Earthquake Engineering and Geosciences and any other related topic of mutual interest in the field of Earthquake system science. Exchange on earthquake monitoring data and earthquake catalogue may be conducted, as appropriate and necessary.

V. Coordination of Joint Activities

Overall coordination of the joint activities is the responsibility of the Program Office at Ministry of Earth Sciences from Indian side and the Department of Science & Technology and International Cooperation at China Earthquake Administration from Chinese side.

VI. Responsibilities of the Parties

(1) The Parties shall be responsible for coordinating and engaging with other organizational entities in their own countries, as appropriate and necessary, for the completion of the tasks designated pursuant to this MOU. The Parties shall provide timely access to data to accomplish activities under this MOU.

Other responsibilities include:

- A. Management and coordination of activities undertaken under the auspices of this MOU;
- B. Designation of appropriate officials to manage and coordinate joint activities;
- C. Provision of all necessary arrangements to facilitate entry to and exit from its country of personnel and equipment of the

other country, engaged in or used in projects under this MOU;
and

D. Establishment of Coordination Meeting Mechanism, back to back with bilateral workshops every two years, to help define programs of mutual interest and to review the progress of joint programs.

(2) There shall be no exchange of funds between the Parties of this MOU unless otherwise agreed. In pursuant to Article VII of the Agreement, the expenses for international travel and pocket money of the Scientists and specialists exchanged between the two countries shall be borne by the sending country, while the expenses for accommodation, boarding and internal travel, if necessary, shall be borne by the receiving country.

(3) The working-level contacts for this MOU are:

For India: Programme Head, Seismology & Geosciences

For China: Director General, Department of Science & Technology and International Cooperation, CEA

VII. Review and Monitoring Mechanism

The working level contacts for both the countries expect to submit their annual progress report to the respective internal review committee pertaining to MoES and CEA. A joint Indo-Sino Committee, having representation from MoES and CEA, shall be set up to approve and review the projects and also periodically review this MOU at least once a year to determine whether it should be amended, renewed, or cancelled and

suggest any directional change if required. This joint committee will be formed by mutual consent of both the Parties.

VIII. Confidentiality

Both Parties agree that information, data, documents, samples and scientific achievement obtained through the cooperation under the MOU shall be shared by both Parties. Unless otherwise required by law, each Party shall undertake to observe the confidentiality and secrecy of information, data, documents, samples and scientific achievement received from, or supplied to, the other Party during the period of the implementation of this MOU.

IX. Duration:

While this MOU intends to serve as a vehicle for a long-term collaboration, it is being implemented for an initial period of five years and shall be automatically renewed for further periods of five (5) years at a time, unless either of the Parties gives written notice to the other Party of its intention to terminate the MOU at least six (6) months in advance.

X. Amendments, Termination and Settlement of Disputes:

This MOU shall enter into force on the date of its signature. The MOU can be terminated by either Party by giving written notice to other Party of its intention to terminate the MOU. The termination shall not affect the validity or duration of projects or programs under this MOU that have been initiated prior to such termination. This MOU may be amended by mutual written agreement of the Parties.

Any dispute arising out of the interpretation and implementation of any of the provisions of the MoU shall be settled amicably by mutual consultation or negotiation between the Parties.

XI. Nodal Agencies:

India National Centre for Seismology (NCS)

China Institute of Geophysics (IGP)

The Nodal Agencies are the leading institutions to undertake cooperative activities and to coordinate with other related organizations and individual scientists upon consensus of both Parties.

Signed in Beijing on 15 May_2015 in two originals in the English language.



For

**The Ministry of Earth Sciences
Republic of India**



For

**China Earthquake People's
Administration Republic of
China**