

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NATIONAL DEVELOPMENT AND REFORM COMMISSION OF THE
PEOPLE’S REPUBLIC OF CHINA
AND
THE STATE GOVERNMENT OF VICTORIA, AUSTRALIA
ON COOPERATION IN THE DEVELOPMENT AND IMPLEMENTATION
OF PUBLIC-PRIVATE-PARTNERSHIPS IN INFRASTRUCTURE FIELDS

This Memorandum of Understanding is made between the National Development and Reform Commission, China, and the State Government of Victoria, Australia (“both Parties”) through amicable negotiations:

Article 1 Cooperation Objectives

This Memorandum of Understanding (the “Memorandum”) aims to strengthen the dialogue between both Parties on policies concerning the development and implementation of public-private-partnerships in the infrastructure fields so as to establish and improve relevant legal and market systems and promote sustainable social and economic development.

Article 2 Cooperation Methods

Both Parties shall carry out their cooperation by means of:

- (1) Exchanges and visits of legislative officials, experts and delegations;
- (2) Seminars and meetings attended by government officials, experts, company representatives and other stakeholders;
- (3) Promotion of quality projects in infrastructure and utilities fields to strengthen the business links between the two countries;

- (4) Training and other activities to improve the capability of the central governments, local governments and market players;
- (5) Information exchange and communication;
- (6) Other methods as established by both Parties.

Article 3 Areas of Cooperation

Both Parties have decided to promote their cooperation and exchange of views in the development and implementation of public-private-partnerships in the infrastructure fields as follows, which include but are not limited to:

- (1) The system framework;
Policies and best practices to encourage the participation of private capital, including project selection criteria, market access, tendering processes, taxation policies, dispute resolution, etc;
- (2) The establishment of a platform for information exchange to encourage companies in both countries to participate in large public-private-partnership infrastructure projects in both countries;
- (3) Improvement in the quality of the delivery of large infrastructure projects in key fields as well as urban livability of cities in China, including urbanization/smart and livable cities, health/hospitals, water supply and waste water treatment, education and training; and
- (4) The capacity building of government officials, including the provision of relevant training on public-private-partnerships to businesses and Development and Reform Commissions at central and local level in China.

Article 4 Cooperation Mechanism

Both Parties shall give active consideration to establishing a joint working group under the framework of the China-Australia Strategic Economic Dialogue to deepen their understanding of each other's relevant national policies and bilateral cooperation and promote cooperation in the development and implementation of public-private-partnerships in infrastructure fields, especially in the aforementioned fields in Article 3.

Article 5 Sources of Funding

The funding for activities under this Memorandum shall be allocated in accordance with relevant laws and regulations and budgetary rules. Relevant work to be conducted shall be subject to available funding and the approval of both Parties.

Article 6 Amendment

Any amendments or changes to this Memorandum shall be made in writing with the consent of both Parties.

Article 7 Intellectual Property and Confidentiality Clause

Both Parties shall take appropriate measures to protect intellectual property rights under this Memorandum in accordance with their national laws and regulations as well as international agreements.

In the course of the implementation of this Memorandum, any clauses with connection to the purchase, maintenance or commercial development of intellectual property rights and/or technical processes must be specified in any specific projects, contracts or work plans, and a confidentiality clause must be included for such projects, contracts or work plans so as to prevent compromise to the purchase, maintenance or commercial development of intellectual property rights under this Memorandum.

Article 8 Dispute Resolution

Both Parties shall work towards the resolution of any dispute arising in connection with the interpretation or performance of this Memorandum through communication and in the spirit of cooperation and good faith.

Article 9 Execution, Term and Termination

Nothing in this Memorandum is intended or shall be deemed to constitute legally binding obligations

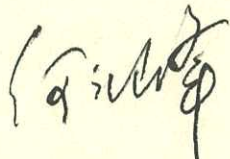
or liabilities under international laws. Unless such liabilities are stipulated under their respective current national laws, neither party shall be held liable for any negligence or fault, or commence legal proceedings against the other party. This Memorandum shall not be construed to increase or reduce one party's obligations or responsibilities towards the other party.

- (1) This Memorandum shall come into force at the date of signature by both Parties.
- (2) The term of this Memorandum shall be five years, which may be extended for five years by the mutual written consent of both Parties.
- (3) Either party may terminate this Memorandum at any time by giving the other party six months notice in writing of its intention to do so.

This Memorandum is signed in Sydney on 24 March 2017, in Chinese and English languages, both texts being equally authentic.

National Development and Reform
Commission of the People's Republic of China

State Government of Victoria,
Australia


2017.3.26

