

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF INDIA
AND
THE GOVERNMENT OF AUSTRALIA
ON COOPERATION IN THE FIELD OF
WATER RESOURCES MANAGEMENT**

The Government of the Republic of India and the Government of Australia (hereinafter collectively referred to as the 'Partners'):

- **Recalling** mutual interests between both Partners on enhancing cooperation on water resources management and building on the existing good relations between their countries;
- **Recognising** that enhanced cooperation between both Partners on various aspects of water resources management will assist the Partners in adapting to climate variability and change, and sustainably securing water for future generations;
- **Recognising** the common challenges both countries face in sustainable management of water resources, in particular increased demand for limited water, provision of water for urban, rural, environmental and agricultural uses, pollution and climate change;
- **Desirous** of enhancing the existing productive bilateral relations between the Partners through the cooperation and the intention to support the further development of economic opportunities; and
- **Wishing** to replace the *Memorandum of Understanding between the Government of Australia and the Government of the Republic of India on Cooperation in the Field of Water Resources Management* signed at New Delhi on 10 November 2009 and renewed on 5 September 2014.

Have reached the following understandings:

Paragraph I

Objectives

The objective of this Memorandum of Understanding is to strengthen cooperation on water resources development and management through the sharing of policy and technical experiences. Cooperative activities will be undertaken on the basis of equality and mutual benefit, enabling Partners to build stronger future relationships that will produce good social, economic and environmental outcomes for both countries.

Paragraph II

Scope of cooperation

Scope of cooperation under this Memorandum of Understanding includes surface and groundwater resources management, urban and agricultural water use (including irrigation), water supply, dam safety, and sanitation. Specific areas of cooperation are to be mutually determined by Partners, and may include, inter alia:

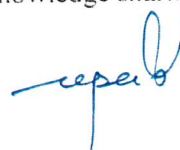
- Institutional frameworks, including improving coordination;
- Integrated water resources management;
- Stream flow forecasting;
- Water use efficiency;
- Water quality management and environmental protection; and
- Climate change mitigation and adaptation.

Paragraph III

Forms of cooperation

The Partners will encourage direct collaboration between officials, academics, water sectors and industry in the areas referred to in Paragraph II. Activities may include, inter alia:

- Mutually determined joint projects, in-country;
- Joint research; and
- Capacity building, training, study tours, education and knowledge sharing.



Paragraph IV**Implementation**

The Partners will provide senior officials to the Joint Working Group on Water Resources Management (the Joint Working Group), to actively monitor and guide the implementation of this Memorandum of Understanding, including associated projects and activities.

The Joint Working Group will hold its meetings alternately in Australia and India once a year. The Joint Working Group may meet at any other time, in person or using telephone or video conference. Decisions of the Joint Working Group may be made out-of-session via written or electronic media.

The chief government authorities responsible for implementation of this Memorandum of Understanding are the central water policy agencies in both countries, which at the time of signing this Memorandum of Understanding are:

- The Department of Agriculture, Water and the Environment (for Australia).
- The Department of Water Resources, River Development and Ganga Rejuvenation, Ministry of Jal Shakti (for India)

Other government authorities, state and territory organisations, industry and any other relevant organisations may also be involved in implementation as opportunities arise and as mutually arranged.

Paragraph V**Financial Arrangements**

Each Partner will bear its own costs and expenses in implementation of this Memorandum of Understanding, unless otherwise mutually arranged by the Partners in writing.

Paragraph VI**Confidentiality**

Each Partner will observe the confidentiality and secrecy of documents, information and other data, received or supplied, directly or indirectly by the other Partner under this Memorandum of Understanding. If either Partner wishes to disclose confidential information under this Memorandum of Understanding to any third party, the disclosing Partner will obtain prior consent from the other Partner before any disclosure can be made.



Paragraph VII**Intellectual Property**

The protection of intellectual property rights will be enforced in accordance with the laws and regulations of the Partner's respective countries and multilateral agreements to which the countries are party to. In cases where a specific project may result in intellectual property, the Partners will set up appropriate provisions in the specific Subsidiary Arrangement regarding ownership, management and commercialisation to be concluded between the Partners under this Memorandum of Understanding in relation to that project.

Paragraph VIII**Dispute resolution**

Any dispute between the Partners arising out of the interpretation or implementation of this Agreement shall be settled amicably through consultation or negotiation by the Partners.

Paragraph IX**Commencement, duration, termination and amendment**

This Memorandum of Understanding takes effect on the date of its signing by both Partners.

It remains in effect for a period of five years following that date. If both Partners mutually decide, this Memorandum of Understanding may be extended for a subsequent period of five years. The Memorandum of Understanding may be amended at any time with the mutual consent of both the Partners.

Notwithstanding the foregoing, either Partner may terminate this Memorandum of Understanding by giving the other Partner a written notice through the diplomatic channel at least six months in advance.

With the signing of this Memorandum of Understanding, *the Memorandum of Understanding between the Government of the Republic of India and the Government of Australia on Cooperation in the Field of Water Resources Management*, signed at New Delhi on 10 November 2009 and renewed on 5 September 2014, stands superseded.

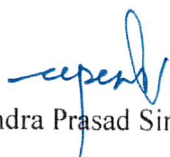


Paragraph X**Not legally binding**

The Partners acknowledge that this Memorandum of Understanding is not legally binding on either Partner.

Signed in duplicate in Canberra and New Delhi in the English and Hindi languages; both texts having equal validity. In case of any divergence of interpretation, the English text will prevail.

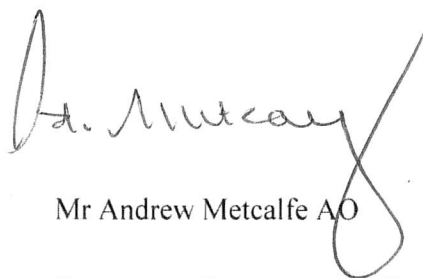
For and on behalf of
the Government of
the Republic of India



Shri Upendra Prasad Singh

Secretary, Department of Water Resources,
River Development and Ganga Rejuvenation,
Ministry of Jal Shakti

For and on behalf of
the Government of
Australia



Mr Andrew Metcalfe AO

Secretary, Department of Agriculture,
Water and the Environment

20 May 2020