# COOPERATION AGREEMENT
# BETWEEN
# DAYU IRRIGATION GROUP CO., LTD, China
# and
# Ministry of Water Resources of the Republic of Uzbekistan

Dayu Irrigation Group Co., Ltd (Dayu Group) is a leading enterprise in the field of water-saving irrigation in China, and the Ministry of Water Resources develops sectoral and regional programs in the field of water management, irrigation and improvement of the melioration state of irrigated lands in the Republic of Uzbekistan.

Both parties have rich experience and resources in the sector of water management science and technological development of land reclamation. In order to promote cooperation between China and Uzbekistan in the field of irrigation, water management and promote the efficient use of water resources, additional benefits and mutual benefits, both parties agree to sign this framework cooperation agreement.

I. Objectives

The objective of this agreement is to formalize the bilateral partnership, implement interaction and cooperation in the sphere of implementation of a unified policy on water resources management, rational use and protection of water resources, prevention and the introduction of innovative technologies in water management and land reclamation, and continuously improve the technological and industrial level of China and Uzbekistan in the field of water resources management for efficient irrigation, saline land reclamation and energy conservation in irrigation.

II. Contents

1. Promote joint efforts to disseminate innovations among water management and irrigation enterprises of the two countries. Both sides will leverage their respective strengths in innovation technology expansion, results sharing and industry standardization, and promote water-saving and energy-saving irrigation technologies in Uzbekistan.

2. Establish a long-term cooperation platform for cultivating leading water management talents of the two countries, promote joint programs and support capacity building and awareness of young professionals and stakeholders in innovative water and irrigation technologies in Uzbekistan.

III. Working Mechanism

1. Both sides agree to jointly promote the following cooperation:

(1) implementation of scientific and technical achievements, modern water-saving technologies and advanced experience in the water sector, innovative methods of managing the water management system and water use;

(2) organization of a system for improving the qualifications of specialists in the field of water management, strengthening the integration of water management organizations with educational and scientific institutions, taking measures to implement scientific achievements in practice;

(3) development of interstate relations on issues of management and use of transboundary water resources, as well as active participation in the activities of international organizations in the field of water management.

(4) attraction of foreign investments and technical assistance funds (grants) - jointly apply for projects supported by the Chinese and Uzbek governments, public and private foundations and international organizations.

(5) Organize scientific seminars and international conferences to exchange experiences in water-saving irrigation and agricultural water conservation.

(6) Develop standards for water-saving irrigation products and programs for agricultural water conservation standards suitable for Uzbekistan.

(7) Make contributions to demonstration farms of the Water Conservation School in Uzbekistan and lead the development of SMART water conservation, water-saving irrigation and SMART agricultural equipment, etc. in Uzbekistan.

(8) Important decisions concerning personnel, finance, equipment, etc., as well as the assumption of external commitments, shall be discussed and agreed upon by the two parties to reach a consensus and make a written notice.

2. Both parties undertake to adhere to the principle of public welfare in promoting exchanges and cooperation between China and Uzbekistan in the fields of water resources management and irrigation.

3. Both parties undertake to abide by the laws of their countries in the course of cooperation, and various cooperation projects shall meet the development needs of scientific research and design enterprises of the two countries, and shall not harm the national sovereignty, security and social public goods of the country in which either party operates.

4. Both parties undertake to bear confidentiality obligations with respect to the commercial secrets and other confidential information of the other two parties with whom they have contacted or received during the signing and execution of this agreement. Neither party shall disclose confidential information to any third party

without the prior written consent of the other party. The specific scope and duration of confidentiality and other issues shall be regulated by a special agreement signed by the parties separately.

5. The two parties to this agreement may, in accordance with the agreement, otherwise conclude an agreement on cooperation in a project in a specific area, defining the duties, rights and obligations of the two parties related to the implementation of such project.

IV. Dispute Resolution

1. The two parties undertake to jointly fulfill the rights, obligations and various conditions stipulated by this agreement. Any liability arising from the failure of either party to fulfill its rights and obligations under this agreement shall be borne by the party in breach of the agreement.

2. During the term of the agreement, neither party has the right to unilaterally terminate this agreement without giving reasons. If either party wishes to terminate this agreement for special reasons, it must provide a written notice to the other party 1 month before the intended date of termination and explain the reason. This agreement will be terminated only after the two parties negotiate and sign a separate agreement to terminate this agreement.

3. If any party has any disagreement, dispute or conflict regarding this agreement itself or its interpretation, all issues related to the existence, validity and termination of this agreement will be resolved by the legal representatives or authorized persons of each of the parties. Both parties will resolve this issue through negotiations and consultations.

V. Duration of Cooperation

This Agreement is valid for Five (5) years from the date of signing. Upon expiration of the Agreement, both Parties may evaluate and agree to sign an additional Agreement.

VI. Entry into Force of the Agreement

1. Issues not covered by this Agreement may be supplemented by the three Parties through separate negotiations and in writing as an annex to this Agreement, which will have the same legal force as this Agreement.

2. This Agreement is drawn up and signed in four versions: in Chinese, Uzbek, Russian and English. The Four versions are drawn up in two copies respectively, with each Party having one copy in Chinese, Uzbek, Russian and English respectively.

3. The Agreement shall enter into force on the date of signing and sealing by legal representatives or authorized persons of the two Parties.

VII. Intellectual Property

1. All intellectual property rights (including but not limited to patents, trademarks, copyrights, proprietary technology, etc.) owned by each of the two parties are retained by each of the parties. This Work Plan does not grant either party any rights to the intellectual property rights of the other party. When either party uses the intellectual property rights of the other party, it must obtain written permission from the owner of the intellectual property rights.

2. The intellectual property rights of any results obtained by the two parties during the implementation of this Work Plan are governed by a separately signed ownership agreement.

VIII. Communications

The communication addresses specified by the two parties in this Work Plan are their effective communication addresses. Written notices or correspondence during the implementation of this Work Plan may be sent by express delivery, email, or text message to the address specified by the two parties in this Work Plan.

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