



**MEMORANDUM OF UNDERSTANDING FOR COOPERATION
BETWEEN
ASIAN-AFRICAN LEGAL CONSULTATIVE ORGANIZATION
AND
CHINA LAW SOCIETY**

This Memorandum of Understanding is concluded

Between

**Asian-African Legal Consultative Organization
(AALCO)**

And

**China Law Society
(CLS)**

WHEREAS the Asian-African Legal Consultative Organization (hereinafter referred to as “AALCO” or “Party”) through the Secretariat headquartered at 29-C, Rizal Marg, Diplomatic Enclave, Chanakyapuri, New Delhi-110021, India, is an inter-governmental organization dealing in legal matters with forty-seven Member States from Asia and Africa. It was established in 1956, as a tangible outcome of the historic Bandung Conference of 1955, to serve as an advisory body to its Member States in the field of international law, and as a forum for Asian-African cooperation in legal matters of common concern;

WHEREAS China Law Society (hereinafter referred to as “CLS” or “Party”), having its seat at No. 63 Bing Ma Si Hutong, Xicheng District, Beijing 100034, People’s Republic of China, was founded in 1949 as a national association of legal scholars, jurists, law practitioners and an academic body of legal sciences, and is bestowed with the authority to perform regulatory, supervisory and professional guiding duties over the nationwide legal associations. Playing an important role in organizing and mobilizing legal professionals in China, the Party contributes to progress in legislation, justice administration, law enforcement and the popularization of legal knowledge in China.

The CLS fosters interdisciplinary legal research in China via sponsoring publications and holding international conferences, to cooperate extensively with legal institutions across the world- regional and international- regarding mutual visits, academic studies, trainings and setting up regional legal platforms of cooperation and bilateral exchange and cooperation mechanisms;

CONSIDERING that both AALCO and CLS (hereinafter collectively referred to as “the Parties”) have the common objective of promotion of the study, practice, dissemination and development of international law, for the benefit of common regions, through capacity-building programs and activities, and both the parties are keen on serving as platforms for collective dialogue on legal concerns in common regions;

ACKNOWLEDGING the contribution of AALCO in the progressive development of international law and its particular concern with international legal developments for the Asian-African regions;

ACKNOWLEDGING the contribution of CLS in the promotion of rule of law within the People’s Republic of China, and its zest in collaborating with the international community for the progressive development of international law;

DESIROUS of developing relations and enhancing their respective capacities to address international issues within the Asian-African region, in accordance with their relevant policies and activities relating to training and research;

CONVINCED that the development and strengthening of the cooperation between the Parties in matters of common interest in international law would be of mutual benefits to both Parties, and bring about better coordination and effective implementation of their respective objectives;

HEREBY AGREE AS FOLLOWS:

ARTICLE I

PURPOSE AND SCOPE

1. The Purpose of this Memorandum of Understanding (hereinafter referred to as the “MoU”) is to provide a framework agreement between the Parties to promote cooperation in matters of common interest relating to their purposes and functions, and particularly in the interest of the Member States of AALCO, including the People’s Republic of China.

2. The Parties may consider extending an “observer status” to each other for events that are conducted on matters which may be of particular interest to any Party.
3. The Parties may further consider extending mutual invitations to serve in joint delegations or as advisers or observers in third-party meetings on matters of particular interest to the Parties.

ARTICLE II

GENERAL COOPERATION

1. The Parties agree to jointly hold academic seminars, workshops, meetings or conferences on topics of common interest.
2. The Parties further agree to undertake joint research activities or legal consultations on matters of common interest.
3. Subject to their respective policies and rules regarding disclosure of information, and within the framework of this MoU, the Parties agree to exchange relevant information and documents relating to issues of common interest.
4. The terms of specific cooperation under this Article shall be further discussed and agreed upon in writing by the Parties prior to the initiation of any particular activity. Cooperation will also be subject to the availability of funds, depending upon the nature of activity undertaken. Parties may raise funds jointly or separately for the implementation of this MoU.

ARTICLE III

TECHNICAL COOPERATION

The Parties may seek technical cooperation from each other, as appropriate, which may assist the development and execution of such activities, which may include, but may not be limited to, areas such as:

- a) Holding seminars/workshops/other activities on relevant matters of international law of common concern to the AALCO Member States, including the People’s Republic of China.
- b) Conducting studies/projects on relevant matters of international law of common concern to the AALCO Member States, including the People’s Republic of China.

- c) Conducting training programs on relevant matters of international law, particularly for diplomats, judges and legislators, other governmental officials, academic scholars, and in-house research staff.
- d) Conducting exchange programs for the staff members of the Parties, for the purposes of capacity-building of staffs of each Party.

These areas could be expanded through mutual agreement, subject to further consultations in the matter.

ARTICLE IV

FINANCIAL MATTERS

1. All ordinary expenses arising out of normal circumstances in the implementation of this MoU shall be borne by each Party, depending upon future consultations and agreement between the Parties in this regard.
2. All expenditure beyond the ordinary expenses, if they may arise, shall be borne by the parties in a manner decided by the Heads of the two Organizations, after due consultations between them.

ARTICLE V

IMPLEMENTATION OF THE MOU

1. The MoU enters into force upon signature by both Parties.
2. The MoU shall be valid for three years. Thereafter it will be renewed automatically for subsequent periods of three years unless either Party gives notice in writing, six months prior to the expiration of such period, to terminate the MoU.
3. The present MoU may be modified by the mutual consent of both Parties in writing.
4. In case of termination, both Parties shall honour any existing agreement(s) covered by this MoU.
5. The MoU is signed in the English and Chinese languages in duplicate. Both texts are equally authentic. In case of difference, both Parties shall resolve it through mutual consultation.

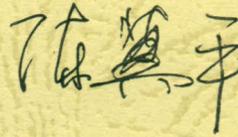
6. The MoU is signed in Beijing, China, on 29 June 2013.

**Signing for Asian-African Legal
Consultative Organization:**



**Kennedy Gastorn
Secretary General
Asian-African Legal Consultative
Organization**

Signing for China Law Society:



**Chen Jiping
Executive Vice President
China Law Society**