

Agreement
between the Government of the People's Republic of China and the Government
of the Republic of Kazakhstan on Management and Operation of You Yi (Dostyk)
Joint Hydro Unit on the Khorgos River

The Government of the People's Republic of China and the Government of the Republic of Kazakhstan -(hereinafter together referred to as the "Parties");

for the purpose of further developing and strengthening of good neighborly relations between the two states;

in accordance with the Agreement between the Government of the People's Republic of China and the Government of the Republic of Kazakhstan on Cooperation in the Utilization and Protection of Transboundary Rivers dated as of September 12, 2001;

whereas considering the long-term friendly cooperation between the Parties in the field of transboundary rivers;

whereas recognizing the social, economic, and environmental value of You Yi (Dostyk) Joint Hydro Unit on the Khorgos River (hereinafter referred to as the "Joint Hydro Unit");

whereas attaching great importance to equal and rational management of the Joint Hydro Unit and ensuring its reliability and safety,
have agreed on the following:

Article 1

1. The Parties agree that the Joint Hydro Unit is a common property of the two states that have equal shares.

The Joint Hydro Unit shall include the following:

- 1) regulated upstream and downstream passages ;
- 2) dam with spouts and flushing sluices;
- 3) curved channels with entrance and exit sluices;
- 4) main channels' head sluices;
- 5) dispatch centers with automated instrumentation, electrical equipment and control devices ;

6) 200 meters long access roads to the Joint Hydro Unit on the territories of each of the Parties.

2. The boundary line of the Joint Hydro Unit is the match line along its axis. Both sides from the axis of the Joint Hydro Unit are the parts to be managed by each of the Parties.

3. To provide the ecological security of the downstream of the Khorgos River, a minimum environmental water release shall be no less than 1.7 cubic meters per second.

Article 2

1. For the purpose of the realization of this Agreement, the authorized bodies (hereinafter referred to as the “Authorized Bodies”) of the two states of the Parties shall be:

from Chinese Party - Xinjiang Production and Construction Corps of the People’s Republic of China.

from Kazakhstan’s Party - Committee on Water Resources of the Ministry of Environmental Protection of the Republic of Kazakhstan.

2. The authorized bodies of the two states of the Parties shall designate the respective organizations responsible for the joint management and operation of their part of the Joint Hydro Unit (hereinafter referred to as the “Responsible Organizations”), which are as follows:

from Chinese Party - Khorgos River basin irrigation management section of the 4th division of Xinjiang Production and Construction Corps of the People’s Republic of China.

from Kazakhstan’s Party - Kazvodkhoz Republican State Enterprise operating on the basis of economic management right under the Committee on Water Resources, Ministry of Environmental Protection of the Republic of Kazakhstan;

3. The authorized bodies of the two states of the Parties shall perform an overall coordination of the responsible organizations’ activities aimed at operation and management of the Joint Hydro Unit.

The responsible organizations shall ensure the operation and technical monitoring of the Joint Hydro Unit.

4. In case of any change of the names or functions of the authorized bodies and responsible organizations, the Parties shall notify each other in a timely manner through diplomatic channels.

Article 3

1. The management and operation of the Joint Hydro Unit shall include the following:

- ensuring the operational reliability and safety of the Joint Hydro Unit;
- observing the established principles for regulating the volumes of water and ecological flow;
- ensuring flood discharge.

2. The management and operation of the Joint Hydro Unit shall abide by the Operating Rules of You Yi (Dostyk) Joint Hydro Unit on the Khorgos River which decided by the authorized bodies of the Parties of the two states through agreement.

Article 4

1. To ensure safe operation of the Joint Hydro Unit, a Chinese -Kazakh joint operation unit of the Joint Hydro Unit shall be established (hereinafter referred to as

the “Joint Operation Unit”).

2. The joint operation unit shall operate permanently and be composed of the representatives of the responsible organizations on a parity basis.

3. The responsible organizations of the Parties shall hold their meetings alternately on the territories of the two states of each of the Parties. The frequency of the meetings shall be determined by the responsible organizations. Extraordinary meetings of the responsible organizations may be held by initiative of either of the Parties. The parties shall sign the minutes to formalize decisions approved at the meetings of the responsible organizations.

4. The joint operation unit shall ensure operational reliability and safety of the Joint Hydro Unit, equal sharing of water intake volume by either of the Parties at the water diversion point of the Joint Hydro Unit from the existing water discharge of the Khorgos river, as well as observance of the established volume of environmental flow and flood discharge.

Article 5

1. The Parties shall ensure proper maintenance of the engineering equipment and structures, and prevent any actions impeding safety and normal operation of the Joint Hydro Unit in their parts.

2. The Parties shall carry out scheduled and unscheduled repair works in their parts of the Joint Hydro Unit after notifying the other Party in advance.

3. Neither of the Parties shall be entitled to change the scales, standards or operational mode of the Joint Hydro Unit by means of carrying out reconstruction, expansion, repair, or strengthening activities without the consent of the other Party.

4. A Party shall, at least 10 calendar days in advance, notify the other Party of the engineering works to be carried out to prevent the flooding of areas adjacent to the river and the scouring of river-banks. These works shall not affect the stability of the river shoreline.

Article 6

Each of the Parties shall independently allocate funds for the management and operation of the Joint Hydro Unit, including personnel cost, current maintenance and overhaul, rehabilitation, and reconstruction.

The relevant expenses shall be incurred by the Parties within the limits set forth by the national legislations of the two states of the Parties.

Article 7

1. A simplified procedure for crossing the state border and carrying out joint works within the Joint Hydro Unit by the representatives of the authorized bodies, responsible organizations, joint operation unit and supervision authorities of the two states of the Parties shall be performed by agreement with the border representatives

of the two states of the Parties.

2. The management and operation of the Joint Hydro Unit shall be consistent with the provisions of the current international treaties between the People's Republic of China and the Republic of Kazakhstan, and the national legislations on the state border of the Parties of the two states.

Article 8

Any disputes or controversies regarding the interpretation or application of the provisions of this Agreement shall be resolved by the Parties by means of consultations and negotiations.

Article 9

By mutual consent of the Parties, some amendments or supplements may be introduced to this Agreement and formalized in separate protocols, which shall be an integral part hereof.

Article 10

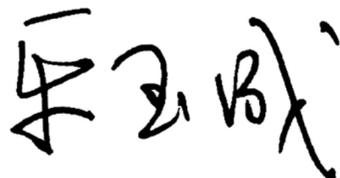
This Agreement shall come into effect from the date of receiving the last written notice through diplomatic channels of the execution by the Parties of their state legal procedures required for its effectiveness.

This Agreement shall be entered into for an indefinite period and become invalid 6 (six) months after the date of receiving through diplomatic channels by one Party of a written notice from the other Party of its intention to terminate this Agreement.

This Agreement was concluded in Astana city on September 7th 20 13 in two original copies, each of them in the Chinese, Kazakh, Russian, and English languages, equally authentic.

Should any discrepancies arise in the interpretation of the provisions of this Agreement, the Parties shall refer to the English version hereof.

**For the Government
of the People's Republic of China**



**For the Government
of the Republic of Kazakhstan**

