SCIENTIFIC COOPERATION

Earthquake and Volcano Sciences

Protocol Between the
UNITED STATES OF AMERICA
and CHINA

Signed at Washington October 15 and 16, 2009

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

CHINA

Scientific Cooperation: Earthquake and Volcano Sciences

Protocol signed at Washington October 15 and 16, 2009;
Entered into force October 16, 2009.

PROTOCOL
BETWEEN
THE U.S. GEOLOGICAL SURVEY
OF THE
DEPARTMENT OF THE INTERIOR,
THE NATIONAL SCIENCE FOUNDATION, AND
THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY
OF THE
UNITED STATES OF AMERICA, JOINTLY,
AND THE
CHINA EARTHQUAKE ADMINISTRATION AND
NATIONAL NATURAL SCIENCE FOUNDATION
OF THE
PEOPLE'S REPUBLIC OF CHINA, JOINTLY,
CONCERNING
SCIENTIFIC AND TECHNICAL COOPERATION
IN THE
EARTHQUAKE AND VOLCANO SCIENCES

ARTICLE I. SCOPE AND OBJECTIVES

1. The U.S. Geological Survey (hereinafter "USGS"), the National Science Foundation (hereinafter "NSF"), and the National Institute of Standards and Technology (hereinafter "NIST") of the United States of America (jointly, the U.S. Party) and the China Earthquake Administration (hereinafter "CEA") and the National Natural Science Foundation (hereinafter "NSFC") of the People's Republic of China (jointly, the Chinese Party) hereby agree to pursue scientific and technical cooperation in the earthquake and volcano sciences in accordance with this Protocol.

2. Activities and programs will be jointly coordinated for the U.S. Party by USGS, the Engineering and Geosciences Directorates of NSF, and the Building and Fire Research Laboratory at NIST, which is the lead U.S. government agency for the National Earthquake Hazards Reduction Program (NEHRP), and for the Chinese Party by the Department of International Cooperation of the CEA, and the Department of Engineering and Material Science of NSFC.

3. The purpose of this Protocol is to provide the Parties with a framework for the exchange of scientific and technical knowledge and for the augmentation of scientific and technical capabilities of the USGS, NSF, NIST, CEA, and the NSFC with respect to the earthquake, volcano and earth sciences.

4. This Protocol is subject to and governed by the Agreement between the Government of the United States of America and the Government of the People's Republic of China on Cooperation in Science and Technology, signed at Washington January 31, 1979, as amended and extended (hereinafter referred to as the "S&T Agreement").

5. The Parties shall encourage and facilitate, where appropriate, the development of direct contacts and cooperation among government agencies, universities, research centers, institutions, private sector companies and other entities of the Parties.

6. Each Party may, with the consent of the other Party and to the extent permitted by the laws and policies of each Party's Government, invite other government entities or agencies of the United States and China, and other entities, including scientists, technical experts, governmental agencies and institutions of third countries or international organizations, to participate in activities undertaken pursuant to this Protocol, subject to such terms and conditions as the Parties may specify.

ARTICLE II. COOPERATIVE ACTIVITIES

1. Forms of cooperation under this Protocol may consist of exchanges of technical information, visits, and cooperative research consistent with ongoing programs of the Parties. Specific areas of cooperation may include, but are not limited to, such areas of mutual interest as:

A. Earth-science investigations including hazards, resources, and environment;
B. Earthquake engineering, post-earthquake investigations of buildings and lifelines performance, emergency management, and supporting social sciences;
C. Geospatial data applications;
D. Information systems;
E. Investigations and techniques for earthquake precursors, forecasting, prediction, and earthquake early warnings;
F. Investigations of intra-plate active faults and earthquakes;
G. Cooperative research projects on deep crustal structure;
H. Deployment of very long period seismographic stations (IDA); and
I. Exchange of electronic data and films of seismograms and accelerograms.

2. Activities under this Protocol shall be undertaken in accordance with the laws, regulations, and procedures applicable to each Party.

ARTICLE III. AVAILABILITY OF RESOURCES

Cooperative activities under this Protocol shall be subject to the availability of personnel, resources, and appropriated funds. This Protocol shall not be construed to obligate any particular expenditure or commitment of resources or personnel. In accordance with Article VIII below, the Parties shall agree in writing on specific Project Annexes before the commencement of each activity pursuant to this Protocol.

ARTICLE IV. FEE AND TAX EXEMPTION

In accordance with its laws and regulations, each Party shall work toward obtaining, on behalf of the other Party, relief from taxes, fees, customs duties, and other charges (excluding fees for specific services rendered) levied with respect to:

1. all transfer, ownership, construction, renovation, or maintenance of facilities or property by or on behalf of the other Party to implement this Protocol.

2. the import, purchase, ownership, use, or disposition (including export) of goods and services by or on behalf of the other Party in support of activities under this Protocol; and

3. personal property of personnel of the other Party or entities of that Party implementing provisions of this Protocol.

ARTICLE V. INTELLECTUAL PROPERTY

The protection and distribution of intellectual property created or furnished in the course of cooperative activities under this Protocol shall be governed by the provisions of Annex I of the S&T Agreement.

ARTICLE VI. DISCLAIMER

Information transmitted by one Party to the other Party under this Protocol shall be accurate to the best knowledge and belief of the transmitting Party, but the transmitting Party does not warrant the suitability of the information transmitted for any particular use or application by the receiving Party or by any third Party.

ARTICLE VII. PLANNING AND REVIEW OF ACTIVITIES

1. Each Party shall designate a principal representative who, at such times as are mutually agreed upon by the Parties, shall meet with other Party's representative to review the activities under this Protocol and develop proposals for future activities, as appropriate.

2. Except as otherwise provided in this Protocol, disputes arising under this Protocol shall be resolved through discussions between the signatories, as appropriate.

ARTICLE VIII. DATA EXCHANGE

The Parties acknowledge the value of rapid earthquake notifications and tsunami warnings, and recognize the importance of exchanging real-time seismic data to achieve the maximum accuracy and

timeliness of such notifications and warnings. The Parties agree to promote the open exchange of real-time seismic data within their national structures, in order to provide maximum social and scientific benefits of such data.

ARTICLE IX. PROJECT ANNEXES

Any activity carried out under this Protocol shall be agreed upon in advance by the Parties in writing. Whenever more than the exchange of technical information or visits of individuals is planned, such activity shall be described in an agreed Project Annex to this Protocol, which shall set forth, in terms appropriate to the activity, a work plan, staffing requirements, cost estimates, funding sources, and other undertakings, obligations, or conditions not included in this Protocol. In case of any inconsistency between the terms of this Protocol and the terms of a Project Annex, the terms of this Protocol shall control.

ARTICLE X. RESEARCH SAFETY

The Parties shall establish and implement policies and practices to ensure and provide for the safety of their employees, the public, and the environment during the conduct of cooperative activities and subject to applicable national laws and regulations. If any cooperative activity involves the use of dangerous or hazardous materials, the Parties shall establish and implement an appropriate safety plan.

ARTICLE XI. ENTRY INTO FORCE AND TERMINATION

This Protocol shall enter into force upon signature by both Parties and remain in force for five (5) years. This Protocol may be amended or extended by written agreement of the Parties. Either Party may terminate this Protocol upon ninety (90) days written notice, through diplomatic channels, to the other Party. Unless otherwise agreed, the termination of this Protocol shall not affect the validity or duration of projects under this Protocol that are initiated prior to such termination.

Signed in Washington D.C. in quintuplicate, in the English and Chinese languages, both texts being equally authentic.

FOR THE U.S. GEOLOGICAL SURVEY OF THE DEPARTMENT OF THE INTERIOR OF THE UNITED STATES OF AMERICA:

Suzette M Kimball
Signature

Suzette Kimball
Name

Acting Director
Title

15 October 2009
Date

FOR THE CHINA EARTHQUAKE ADMINISTRATION OF THE PEOPLE'S REPUBLIC OF CHINA:

Signature

Yin Chaomin
Name

Vice-Administrator
Title

2009年10月15日
Date

FOR THE NATIONAL SCIENCE FOUNDATION OF THE UNITED STATES OF AMERICA:

Signature

Arden Bement
Name

Director
Title

Oct. 15, 2009
Date

FOR THE NATIONAL NATURAL SCIENCE FOUNDATION OF THE PEOPLE'S REPUBLIC OF CHINA:

Signature

Shen Wenqing
Name

Vice President
Title

2009年10月15日
Date

FOR THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY OF THE UNITED STATES OF AMERICA:

Signature

Patrick Gallagher
Name

Deputy Director
Title

16 OCT 2009
Date

CH-09.0000

美利坚合众国
国内资源部地质勘测局
国家科学基金会
国家标准与技术研究所
和
中华人民共和国
中国地震局
国家自然科学基金委员会
关于
在地震和火山领域进行科学与技术合作的议定书

第一条、 范围与目标

1. 美国地质勘测局（USGS）、国家科学基金会（NSF）、国家标准与技术研究所（NIST）（合称"美方"）和中国地震局（CEA）、国家自然科学基金委员会（NSFC）（合称"中方"）谨在此一致同意根据本《议定书》在地震和火山领域进行科学与技术合作。

2. 美国的活动和项目联合协调机构为美国地质勘测局、国家科学基金会下属的工程和地球科学部以及国家标准与技术研究所下属的建筑与火灾研究实验室，后者是美国政府"国家减轻地震灾害项目"（NEHRP）的负责机构；中方的联合协调机构为中国地震局国际合作司和国家自然科学基金委员会工程与材料科学部。

3. 本《议定书》旨在为双方提供一个框架，用于交流科学技术知识和增强美国地质勘测局、国家科学基金会、国家标准与技术研究所、中国地震局和国家自然科学基金委员会在地震、火山和地球科学等领域的科研和技术能力。

4. 本《议定书》从属于1979年1月31日在华盛顿签订的《美利坚合众国政府和中华人民共和国政府科学技术合作协议》最新修订与延期版本（下称《科技协议》），并受该协议管辖。
5. 双方应该在适当情况下鼓励和促进双方政府机构、大学、研究中心、研究所、民间企业及其他实体之间的直接联系与合作。

6. 在遵守法律、政府政策以及双方商定的条款与条件的前提下，双方在征得对方同意后，邀请双方其他政府机构以及其他实体（包括科学家、技术专家、第三国政府机构和研究机构或国际组织）参加根据本《议定书》所承担的活动。

第二条、 合作活动

1. 根据本《议定书》进行的合作形式可包括技术信息交流、访问、有助于双方现有项目的合作研究。具体合作领域可包括但不限于双方具有共同兴趣的下列领域：

A. 地球科学研究，包括灾害、资源和环境；
B. 地震工程、震后建筑和重要民生设施质量调查、急救管理、辅助性社会科学；
C. 地质空间数据应用；
D.信息系统；
E. 有关地震前兆、预报、预测和早期预警的研究和技术；
F. 对板块内活动断层和地震的研究；
G. 关于深层地壳结构的合作研究项目；
H. 建设超长期地震仪器站（IDA）；以及
I. 交换有关震动图和加速度图的电子数据和胶片。

2. 根据本《议定书》从事的活动应当符合双方法律、规章和程序。

第三条、 可用资源

根据本《议定书》从事的合作活动将取决于现有的人员、资源和拨款。本《议定书》不应视为使任何一方有责任承担具体费用或实行对资源或人员的承诺。根据下文第八条，在根据本《议定书》从事一项具体活动之前，双方应就具体的“ 项目附件” 作出书面协议。

第四条、 费用与税务豁免

双方应根据各自的法律和规章代表对方尽力申请免除有关下列各项的税款、费用、关税及其他收费（不包括一些具体服务的费用）：

1. 为实施本《议定书》由对方或代表对方进行的所有设施或财产的转让、拥有、建造、整修或维护。

2. 为支持根据本《议定书》从事的活动由对方或代表对方进口、购买、拥有、使用或处置（包括出口）的商品和服务。

3. 对方人员或单位在实施本《议定书》规定时携带的个人财产。

第五条、 知识产权

在根据本《议定书》从事的合作活动中创造或提供的知识财产之保护和分配依照《科技协议》“ 附件一” 中的条款办理。

第六条、 免责声明

根据本《议定书》一方向另一方发送的信息应据发送方所信尽可能准确无误，但信息发送方并不担保所传送信息适合某一具体用途，或适合信息接收方或任何第三方使用。

第七条、 活动规划和审查

1. 各方应指定一名首席代表，在双方指定的时间与对方代表会晤，审查根据本《议定书》从事的活动，并根据具体情况制定未来活动建议书。

2. 除本《议定书》另行规定外，与本《议定书》有关之争议将在有关签署方之间适当协商解决。

第八条、 数据交换

双方认识到迅速地震通知和海啸预警的价值，同时认识到交换实时地震数据对达到此类通知和预警的最高准确性和及时性具有重要意义。双方同意在各自的国家体制内促进公开交换实时地震数据，以发挥此类数据的最大社会和科学效益。

第九条、 项目附件

根据本《议定书》从事的任何活动将由双方以书面形式事先商定。在任何时间，只要规划的活动超出技术信息交换或个人访问的范围，此类活动应在一个由各方同意的，本《议定书》的“项目附件”中加以阐明。“项目附件”将基于活动性质规定工作计划、人员要求、费用估算、资金来源、以及本《议定书》未包含的其他事项、义务或条件。如果本《议定书》条款和“项目附件”条款之间存在差异，以本《议定书》条款为准。

第十条、 研究安全

双方将在遵守国家法律和规章的前提下制定与实施政策和规范，以在从事合作活动的过程中确保雇员、公众和环境安全。如果任何合作活动涉及使用危险或有害物质，双方应当制定和实施一项适当的安全计划。

第十一条、 生效与终止

本《议定书》于双方签署后立即生效，有效期为五（5）年。本《议定书》可由双方通过书面协议修订或延期。任何一方均可提前九十（90）天通过外交渠道向对方发出通知终止本《议定书》。除非另行商定，终止本《议定书》并不影响终止前已经开始的《议定书》项目之有效性和期限。

签署于华盛顿哥伦比亚特区，一式五份。采用中、英两种文字，此两种文字的版本具有同等效力。

美利坚合众国	中华人民共和国
国内资源部地质勘测局	中国地震局
Suzette R Kimball	
签名	签名
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代理局长	副局长
职务	职务
15 October 2009	2009年10月15日
日期	日期

美利坚合众国

国家科学基金会

签名

Arden Bement

姓名

会长

职务

Oct. 15, 2009

日期

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