

SCIENTIFIC COOPERATION

Mineral and Earth Sciences

**Protocol between
the UNITED STATES OF AMERICA
and CHINA**

Signed at Reston and Beijing July 27, 2006



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: Mineral and Earth Sciences

*Protocol signed at Reston and Beijing July 27, 2006;
Entered into force July 27, 2006.*

PROTOCOL
BETWEEN
THE U.S. GEOLOGICAL SURVEY
OF THE
DEPARTMENT OF THE INTERIOR
OF THE UNITED STATES OF AMERICA
AND THE
CHINA NONFERROUS METALS INDUSTRY ASSOCIATION
OF THE
PEOPLE'S REPUBLIC OF CHINA
CONCERNING
SCIENTIFIC AND TECHNICAL COOPERATION
IN THE MINERAL AND EARTH SCIENCES

ARTICLE I. SCOPE AND OBJECTIVES

1. The U.S. Geological Survey of the Department of the Interior of the United States of America (hereinafter referred to as the "USGS") and the China Nonferrous Metals Industry Association of the People's Republic of China (hereinafter referred to as the "CNIA") hereby agree to pursue scientific and technical cooperation in the mineral and earth sciences in accordance with this Protocol.
2. The purpose of this Protocol is to provide a framework for the exchange of scientific and technical knowledge and the augmentation of scientific and technical capabilities of the USGS and the CNIA (hereinafter referred to as the "Party" or "Parties") with respect to the mineral and earth sciences.
3. This Protocol is subject to and governed by the Agreement between the Government of the United States and the Government of the People's Republic of China on Cooperation in Science and Technology, signed at Washington on January 31, 1979, as amended and extended (hereinafter referred to as the "S&T Agreement").
4. 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.
5. 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. Mineral and energy resources activities;
- B. Earth-science investigations-hazards, resources, and environment;
- C. Biology and biological investigations and technical developments;
- D. Geospatial data applications;
- E. Water resources and other hydrologic investigations; and
- F. Information systems.

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

ARTICLE III. AVAILABILITY OF RESOURCES

Cooperative activities under this Protocol shall be subject to the availability of personnel, resources, and 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 upon 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:

- A. All transfer, ownership, construction, renovation or maintenance of facilities or property by or on behalf of the other Party to implement this Protocol.
- B. 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
- C. Personal property of personnel of the other Party or entities of that Party implementing provisions of this Protocol.

In the event that any such taxes, fees, customs duties, or other charges are nonetheless levied on such activities, facilities, property, equipment and related goods or services, such taxes, fees and customs duties shall be borne by the levying Party.

ARTICLE V. INTELLECTUAL PROPERTY AND SECURITY OBLIGATIONS

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

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.

ARTICLE VIII. 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 a Project Annex agreed upon by both Parties to this Protocol, which shall set forth, in terms appropriate to the activity, a work plan, staffing requirements, cost estimates, funding source, and other undertakings, obligations, or conditions not included in this Protocol. In case of inconsistency between the terms of this Protocol and the terms of a Project Annex, the terms of this Protocol shall control.

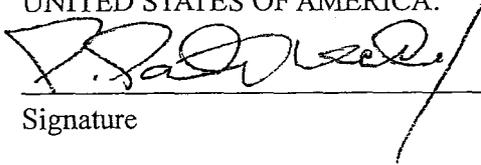
ARTICLE IX. ENTRY INTO FORCE AND TERMINATION

This Protocol shall enter into force upon signature by both Parties and remain in force for ten (10) 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.

Done at Reston and Beijing, in duplicate, in the English and Chinese languages, each text being equally authentic.

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

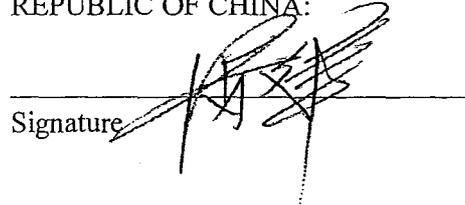

Signature

P. Patrick Leahy
Name

Acting Director
Title

July 27, 2006
Date

FOR THE CHINA NONFERROUS
METALS INDUSTRY
ASSOCIATION OF THE PEOPLE'S
REPUBLIC OF CHINA:


Signature

Pan Wenju
Name

Deputy Secretary General
Title

July 27, 2006
Date

美利坚合众国内政部美国地质调查局
和中华人民共和国中国有色金属工业协会
矿物地球科学领域科学技术合作议定书

第一条 范围和目标

一、 美利坚合众国内政部美国地质调查局（以下简称 USGS）和中华人民共和国中国有色金属工业协会（以下简称 CNIA）根据本议定书达成共识，寻求矿物地球科学领域的科学技术合作。

二、 本议定书的目的是为 USGS 和 CNIA（以下简称一方或双方）在矿物地球科学领域交流科学技术知识以及增强科学技术能力提供一个框架文件。

三、 本议定书遵循并受 1979 年 1 月 31 日签署并经修订和延期的《中华人民共和国政府和美利坚合众国政府科学技术合作协定》（以下简称科技协定）的约束。

四、 双方应该在适当的领域鼓励和促进各自的政府部门、大学、研究中心、协会、私营企业和其他机构直接开展交流与合作。

五、 一方在经另一方同意并且在各自政府的法律和政策允许的范围内，同时遵照双方为此达成的条款，可邀请中国和其他国家的其它政府机构或单位及其他实体，包括科学家、技术专家、第三方国家的政府机构和协会或者国际组织参加本议定书涉及的活动。

第二条 合作活动

一、 本议定书下的合作形式可包括符合双方当前开展的项目的技术信息交换、互访和合作研究。合作可包括但不限于以下共同感兴趣的领域：

- （一）、与矿物和能源资源相关的活动；
- （二）、地球科学调查—危害、资源、环境；
- （三）、生物学、生物学调查和技术开发；
- （四）、地质空间数据应用；
- （五）、水资源和其他水文调查；以及
- （六）、信息系统。

二、 本议定书下的活动应符合各方的法律、规章和程序。

第三条 可获得的资源

本议定书下的合作活动应视所能获得的人员、资源、资金而定。本议定书不构成对承担任何具体开支的义务，或是对资源和人员投入的承诺。根据以下第八条的规定，双方应在按照本议定书开始各项活动前，就项目附件达成书面一致意见。

第四条 免除税费

根据各自的法律和规章,各方应努力为对方减免税费、关税和其他费用(不包括提供特殊服务的费用)。其他费用包括:

一、对另一方或代表另一方为执行本协议定书而转移、拥有、建设、翻新或维修的设施或财产征收的税费;

二、对另一方或代表另一方为支持本协议定书下的活动而进口、购买、拥有、使用和处理(包括出口)的货物和服务征收的税费;

三、对执行本协议定书条款的另一方的人员或实体的私有财产征收的税费。

如果仍然向这些活动、设施、财产、设备以及相关货物或服务征收此种税费、关税或其他费用,这些税费和关税应由征税方承担。

第五条 知识产权和安全义务

在本协议定书下的合作活动过程中产生或提供的知识产权的保护和分配应遵守科技协定附件一的规定。

第六条 免责声明

本协议定书下一方传送给另一方的信息应该据传送方所知认为准确的,但是传送方不保证接受方或任何第三方可以将传达的信息使用或适用于任何特别用途。

第七条 活动的计划与审议

双方应各自指定一名首席代表,经双方同意后,与对方的首席代表共同审议本协议定书下的活动并酌情就未来的合作提出建议。

第八条 项目附件

双方应就本协议定书下的任何活动提前达成书面一致意见。除技术信息交流和人员互访外,任何计划开展的活动应在经双方同意的项目附件中做出说明。该说明应按照活动性质阐明工作计划、人员要求、成本估计、资助渠道,以及其他本协议定书未涵盖的承诺、义务和条件。议定书与项目附件条款相矛盾时,以本协议定的条款为准。

第九条 议定书的生效和终止

本协议定书经双方签字后生效,有效期为十年。经双方书面同意后议定书可以修改或续签。任何一方需提前九十天通过外交途径书面通知另一方终止本协议定书。除非另有规定,本协议定书的终止不影响终止前已开始项目的有效性和执行期限。

本协议定于 Reston 签署。议定书一式两份，每份都用英语和中文写成，两种文本同等作准。

中华人民共和国
中国有色金属工业协会

签名

潘文举

姓名

副秘书长

职位

日期 2006 年 7 月 27 日

美利坚合众国内政部
美国地质调查局

签名

P. Patrick Leahy

姓名

Acting Director

职位

日期 2006 年 7 月 27 日