DIPLOMATIC AND CONSULAR PROPERTY

Agreement Between the
UNITED STATES OF AMERICA
and CHINA

Signed at Washington August 20, 2009

with

Annex

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

Diplomatic and Consular Property

Agreement signed at Washington August 20, 2009;
Entered into force August 20, 2009.
With annex.

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND
THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA
ON THE CONDITIONS OF CONSTRUCTION
OF DIPLOMATIC AND CONSULAR COMPLEXES IN THE PEOPLE'S
REPUBLIC OF CHINA AND THE UNITED STATES OF AMERICA

WHEREAS the Government of the United States of America (hereinafter the "U.S. Side") and the Government of the People's Republic of China (hereinafter the "Chinese Side") (together hereinafter the "Parties") signed the Agreement Between the Government of the United States of America and the Government of the People's Republic of China Concerning the Mutual Provision of Properties for Use of the Two Countries at Beijing on March 23, 1991 (hereinafter the "1991 Agreement"); and

WHEREAS the Parties signed the Memorandum of Understanding Between the Government of the United States of America and the Government of the People's Republic of China at Washington on September 28, 1995 (hereinafter the "1995 MOU"); and

WHEREAS the Parties signed the Memorandum of Understanding Between the Government of the United States of America and the Government of the People's Republic of China Concerning the Provision of Properties in Washington, D.C., Beijing, and Guangzhou at Beijing on November 1, 2000 (hereinafter the "2000 MOU"); and

WHEREAS the U.S. Side acquired use of the site of its new embassy complex (hereinafter the "Liang Ma He Site") by the Agreement Between the Government of the United States of America and the Government of the People's Republic of China Concerning the Use of the Property Located at the Liang Ma He Diplomatic Zone in Beijing, signed at Washington on October 19, 2001 (hereinafter the "Liang Ma He Property Agreement"); and

WHEREAS the U.S. Side acquired use of the site of its new consulate complex (hereinafter the "Tian He Site") by the Agreement Between the Government of the United States of America and the Government of the People's Republic of China Concerning the Use of the Property located at the Tian He Zone in Guangzhou, signed at Washington on October 19, 2001 (hereinafter the "Tian He Property Agreement"); and

WHEREAS the Chinese Side acquired use of the site of its new embassy complex (hereinafter the "ICC Site") by the Agreement Between the Government of the United States of America and the Government of the People's Republic of China Concerning the Use of the Property Located at the International Chancery Center in Washington, D.C., signed at Washington on October 19, 2001 (hereinafter the "ICC Property Agreement"); and

WHEREAS the Parties signed the Agreement Between the Government of the United States of America and the Government of the People's Republic of China on the Conditions of Construction of New Embassy Complexes in Washington and Beijing at Washington on November 17, 2003 (hereinafter the "2003 COCA"); and

WHEREAS the Chinese Embassy and Consulate General complexes in the United States as well as China's Permanent Mission to the UN in New York, and United States Embassy and Consulate General complexes in China need to undertake new construction, expansion, renovation and demolition projects; and

WHEREAS the Parties enter into this Agreement further to their privileges and immunities enjoyed and their obligations undertaken in accordance with the Vienna Convention on Diplomatic Relations (hereinafter the "VCDR"), and the Treaty Between the Government of the United States of America and the Government of the People's Republic of China on Consular Relations of September 17, 1980 (hereinafter the "China-U.S. Consular Treaty") as well as the Vienna Convention on Consular Relations where that agreement addresses an issue on which the China-U.S. Consular Treaty is silent, provided that the China-U.S. Consular Treaty takes precedence over the Vienna Convention on Consular Relations on issues addressed by both; and

WHEREAS this Agreement does not prejudice either Party's positions on the interpretation of the VCDR, the Vienna Convention on Consular Relations, or the China-U.S. Consular Treaty;

WHEREAS ARTICLE 17 OF THE 2003 COCA stipulates that, to the extent practicable and consistent with Host Country law, the relevant principles and arrangements in the 2003 COCA shall serve as a guideline for the conditions of construction applying to similar future diplomatic and consular construction projects undertaken by one Party in the territory of the other Party, and that the Parties shall hold separate discussions to enter into agreements with respect to these projects,

The Parties hereby agree, in accordance with the principles of reciprocity and mutual benefit and Article 17 of the 2003 COCA, on the following conditions for the construction of diplomatic and consular facilities to be built in the United States of America and the People's Republic of China at existing bilateral diplomatic and consular locations:

1. Definitions and Applicability

    1.1 For the purposes of this Agreement, the Party (the U.S. Side or the Chinese Side) engaging in construction shall be referred to as the "Construction Party," and the country (the United States of America or the People's Republic of China) in which such construction is being conducted shall be referred to as the "Host Country."

1.2 This Agreement shall apply to all Host Country and Construction Party activities in connection with U.S. Projects and Chinese Projects at existing bilateral diplomatic and consular locations.

1.3 For the purposes of this Agreement, "existing bilateral diplomatic and consular locations" shall refer to the following posts:

In the United States of America: The Embassy of the People's Republic of China in Washington, DC, and the Consulates General of the People's Republic of China in Chicago, Houston, Los Angeles, New York, and San Francisco.

In the People's Republic of China: The Embassy of the United States of America in Beijing; the Consulates General of the United States of America in Chengdu, Guangzhou, Shanghai, Shenyang; and Wuhan.

1.4 The construction project at China's Permanent Mission to the United Nations in New York shall be governed by this Agreement.

1.5. The demolition and construction project at the old Chinese Chancery, located at 2300 Connecticut Avenue in Washington, D.C. and the expansion project at the new U.S. Embassy located in the Third Diplomatic Zone in Beijing shall be governed by this Agreement. Specifics of the assistance that the Parties will provide each other with regards to review and approval of the afore-mentioned two projects are listed in Annex I.

1.6 For purposes of this Agreement, "project" shall refer to new construction, expansion, renovation, and demolition undertaken by the Chinese Side or the U.S. Side of all or parts of their respective embassy or consulate office buildings, Chief-of-Mission Residences, staff residences if collocated with embassy or consulate office buildings, and multi-unit staff housing compounds not so collocated.

1.7 For purposes of this Agreement, "temporary site" shall refer to a parcel of land or structure temporarily acquired by the Construction Party to support construction-related activities.

2. Planning Data and Design Data for Each Specific Construction Project

2.1 Subject to compliance with Host Country laws and regulations, the Host Country shall make a reasonable effort to facilitate the Construction Party in obtaining applicable planning data and design data. For purposes of this Agreement, "planning data" refers to all information on technical aspects necessary for the Construction Party planning, including but not limited to information on utilities, easements, and surveys. "Design data" refers to Host Country regulations and requirements that affect Construction Party design.

2.2 After taking possession of a project site, the Construction Party shall have the right to develop, at its own cost and at any time, its own technical information about the construction site, including but not limited to topographic, hydrological, environmental, boundary, and utility surveys or a detailed subsurface geotechnical exploration program.

3. Temporary and Permanent Utilities and Services

3.1 The Host Country shall make a reasonable effort to provide appropriate assistance to the Construction Party in obtaining the size and type of utilities and services that are required for the Construction Party's projects.

3.2 Subject to compliance with Host Country laws and regulations, the Construction Party may work directly with authorities in the locality in which the Construction Party project is located to obtain information concerning the size, type, and cost of utilities and services that is required for its project.

3.3 Usage fees for utilities and services shall be paid by the Construction Party at the prevailing published rates no higher than those charged to other diplomatic or consular missions.

3.4 Either Party may inspect the utility installations at the interface point, and, if required, and with the Construction Party's consent, up to the first point of distribution on the Site.

3.5 There shall be no restrictions imposed by the Host Country on Construction Party selection of qualified Host Country providers of utilities and services.

3.6 Construction Party installation and use of telecommunications equipment shall be in accordance with the VCDR or the China-U.S. Consular Treaty, as well as Host Country laws and regulations.

4. Planning and Design Review and Approval, Subject to Host Country laws and regulations Applicable to All Diplomatic and Consular Projects

4.1 The Construction Party shall, in accordance with Host Country laws and regulations, carry out Host Country planning and design review and approval procedures for their respective projects and shall acquire necessary construction permits. The Host Country should provide appropriate assistance.

4.2 Fees associated with obtaining the required planning, design and construction permits shall be in accordance with Host Country requirements applicable to all diplomatic missions or consular posts.

5. Construction Standards and Quality Safety Responsibilities

5.1 During and following the conclusion of the Construction Party's construction, the Host Country shall not enforce Host Country construction codes and standards through inspection, except for Host Country inspections of Construction Party equipment and lines at utility interface points.

5.2 The Parties agree that the Construction Party shall self-certify the safety of its construction equipment shipped into the Host Country and the installation and use of its special equipment such as elevators, boilers, and pressure vessels. Such equipment and installation on project sites shall be exempt from Host Country inspection.

5.3 The Construction Party shall be responsible for the quality and safety of its project during construction. The Host Country shall not require the Construction Party to enter into a contract with a local firm to supervise the construction.

6. Temporary Sites

6.1 The Construction Party may, in accordance with Host Country laws and regulations and with Host Country approval, acquire and use temporary sites in support of its project (including but not limited to fences, warehouses, construction offices, and worker temporary housing).

6.2 Within the duration of use approved by the Host Country, Construction Party temporary sites shall be considered part of the premises of the Construction Party diplomatic or consular mission and shall be inviolable in accordance with the VCDR or China-U.S. Consular Treaty, respectively.

6.3 The Construction Party shall have the right to seek any temporary easements for use during construction in accordance with the Host Country's laws and regulations.

7. Temporary Housing

7.1 Temporary housing used by the Construction Party for its construction personnel who are mission members shall be deemed private residences of the Construction Party diplomatic or consular mission members and shall be inviolable to the extent provided for by the VCDR or China-U.S. Consular Treaty, respectively.

8. Diplomatic or Consular Status of Sites and Archives

8.1 Any site acquired by either Party for future diplomatic and consular construction projects, whether acquired prior or subsequent to this Agreement, shall be considered part of the premises of the Construction Party's diplomatic or consular mission under the VCDR or the China-U.S. Consular Treaty, respectively, from the date of delivery of right to use.

8.2 All of the Construction Party's temporary sites shall be considered part of the premises of the Construction Party's diplomatic or consular mission under the VCDR or the China-U.S. Consular Treaty, respectively, within the duration of use approved by the Host Country.

8.3 All sites referred to in Articles 8.1 and 8.2 of this Agreement shall be inviolable and under the total control of the Construction Party.

8.4 The records and papers of an organization from the same country as the Construction Party relating to design or construction work performed in connection with such construction (including but not limited to tender and contract documents, architectural and engineering plans and specifications) shall be considered a constituent part of the archives of the diplomatic or consular mission of the Construction Party and shall be inviolable under the VCDR and the China-U.S. Consular Treaty, respectively.

9. Personnel and Companies

9.1 The Construction Party shall have the right to select project-related personnel and companies of its own choosing and of any nationality (including from the Host Country, the Construction Party or third countries) to perform all work in connection with its project.

9.2 The Host Country shall not require that any work be performed by or in partnership or joint venture with companies, organizations, or individuals from the Host Country, except for the work to be performed by the Diplomatic Services Bureau or local diplomatic services offices.

9.3 Construction Party payments to companies registered in the Host Country shall be made in accordance with Host Country laws and regulations. If the company is not registered in the Host Country, the Host Country shall not require that payments be made in the territory or currency of the Host Country.

9.4 Construction Party project-related personnel who hold the nationality of the country to which the Construction Party belongs or third country nationality shall be restricted to project-related work and shall leave the Host Country

upon conclusion of the project. However, a limited number of Construction Party personnel as mentioned above shall be permitted to remain in the Host Country after occupancy for the sole purpose of correcting any construction defects and establishing maintenance and operation procedures.

9.5 The Host Country shall issue renewable two-year multiple-entry visas (with duration of stay to be determined in accordance with Host Country law) to Construction Party personnel who are qualified.

The U.S. Side's construction personnel of U.S. nationality shall be issued service visas. The Chinese Side's construction personnel of Chinese nationality shall be issued A-2 visas. The U.S. Side's construction personnel of third country nationality shall be issued ordinary visas. The Chinese Side's construction personnel of third country nationality shall be issued visas that are appropriate to their status.

The Chinese Side's visa applications for construction personnel of Chinese nationality shall be processed at the U.S. Embassy in China, and the U.S. Side's visa applications for construction personnel of U.S. nationality shall be processed at the Chinese Embassy in the United States. Visa applications for personnel of third country nationality shall be processed, as much as possible, at the Chinese Embassy in the United States or U.S. Embassy in China. Should there be a need to process these applications in a third country, prior notice shall be served to the Ministry of Foreign Affairs of China or the U.S. Department of State, and the Parties shall provide necessary assistance.

9.6 Construction Party personnel who are of Construction Party nationality, and whose stay in the Host Country is more than 30 calendar days, shall be attached, as appropriate, to the Construction Party diplomatic mission as administrative and technical staff or to a consular mission as employees of the consulate for the duration of their work on a project. These personnel shall enjoy the privileges and immunities accorded administrative and technical staff of the diplomatic mission under the VCDR, or those accorded employees of a consulate under the China-U.S. Consular Treaty, respectively.

10. Shipments

10.1 The Construction Party shall have the right to import and export all project-related materials and equipment (including vehicles but not limited to vehicles) and shall be exempt from all customs duties, taxes, and related charges other than charges for storage, cartage and similar services, in accordance with Article 36 of the Vienna Convention on Diplomatic Relations.

10.2 Shipping containers shall not be used as diplomatic bags for project-related shipments.

10.3 The majority of project-related construction materials and equipment (including but not limited to vehicles, construction or inspection equipment) should be shipped as special dedicated project materials of the embassy or consulate. For the construction of the new U.S. Consulate General in Guangzhou and China's Permanent Mission to the United Nations in New York, on the premise that the Construction Party abides by Host Country laws and regulations, the Construction Party may transport its project-related sea-freight shipments directly to customs-specified supervised areas to await customs clearance, and may watch such shipments during the entire time from unloading until their release. However, detailed operational procedures shall be separately negotiated and determined by the Parties based on the principle of reciprocity. If necessary, the Construction Party may have access to its shipments pursuant to relevant Host Country regulations. At-the-port operational procedures for other future construction projects to be undertaken by the Parties shall be negotiated and determined during the planning stage of a specific project.

10.4 As a special bilateral arrangement, the Host Country customs shall, after the landing of construction materials and equipment shipped as special dedicated project materials for the Construction Party's embassy or consulate and within 48 hours of the submission of Construction Party's written declaration to the customs authorities, finish procedures for release and release the articles pursuant to Host Country customs procedures. The Construction Party shall submit advance written notice in accordance with Host Country requirements no later than 24 hours before the arrival of the shipments. The Construction Party shall comply with related Host Country laws and regulations and shall attach visible marks to the shipments and make customs declarations in writing to Host Country customs authorities.

10.5 The Parties pledge that construction materials and equipment shipped as special dedicated project materials for the embassy or consulate, as well as equipment installed and used, shall all respect relevant provisions of the VCDR or the China-U.S. Consular Treaty related to articles for official use of the mission and at the same time shall be in keeping with Host Country laws and regulations, and shall be limited to official and communications use of the embassy or consulate. No equipment and instruments that endanger Host Country security shall be imported. As a necessary means to determine whether construction materials and equipment shipped by the Construction Party include equipment and instruments that endanger Host Country security and whether construction materials and equipment shipped conform to the declaration, the Host Country shall have the right to subject shipments to passive inspection, without opening the containers; or, on the premise that

prior notice is served to the Construction Party, shall have the right to subject shipments to active inspection, without opening the containers. Such inspections shall be conducted in the presence of the Construction Party's diplomatic or consular agents or its authorized personnel. In the event the Construction Party objects to an active inspection, it shall have the right to return such shipments unopened and without inspection. In the event the Host Country determines that the Construction Party is importing equipment and instruments that endanger its national security, or that the materials and equipment shipped do not conform to the declaration, the Host Country, on the premise that prior notice is served to the Construction Party, shall have the right to inspect by opening the containers. Such inspections shall be conducted in the presence of the Construction Party's diplomatic or consular agents or its authorized personnel. In the event the Construction Party objects to an inspection, it shall have the right to return such shipments unopened and without inspection.

10.6 For materials and equipment imported into or exported out of the United States for Chinese projects and into or out of the People's Republic of China for U.S. projects, the ports of entry and exit shall generally be those in geographic proximity to the location of the specific project and commonly used by shipping companies operating to and from the Host Country. The Parties shall request approval for specific port(s) of entry and exit for specific projects during the planning phase of each project. The same arrangements shall apply for air shipments and the determination of the airport(s) to use for importation and exportation of project-related materials. The Parties note their willingness to discuss possible alternate ports of entry and exit, provided, however, that the Host Country has the ability to provide prompt service at alternate ports.

10.7 The Host Country shall provide facilitation and allow smooth delivery of all materials that the Construction Party ships to project-related sites of the Construction Party.

10.8 The Parties agree that Construction Party's purchase, storage, shipping, labeling, use, and disposal of all hazardous materials within the territory of the Host Country shall conform to applicable international standards and requirements and applicable Host Country laws and regulations.

10.9 Wooden products and wooden packing materials (including sea freight and air freight as the diplomatic bag and all articles that are shipped as special dedicated project materials) shipped by the Construction Party to the Host Country shall conform to Host Country quarantine requirements and be properly treated and labeled in accordance with the requirements of the International Plant Protection Convention. Competent authorities of the Parties shall furnish phytosanitary certificates or quarantine treatment certificates. Other animal and plant products shipped to the Host Country for

Construction Party's own use should also conform to Host Country quarantine requirements. The competent authorities on the Chinese Side are the Chinese exit-entry inspection and quarantine authorities, and the competent authority on the U.S. Side is the Animal and Plant Health Inspection Service (APHIS).

11. Local Acquisition

11. 1 The acceptability of the locally manufactured items, materials, equipment, and services provided and the quality of the completed work shall be determined solely by the Construction Party.

11.2 The Construction Party shall not be required to obtain locally manufactured items, materials, equipment (including vehicles), and services through the Host Country or an entity designated by the Host Country.

12. Vehicles

12.1 The Construction Party may employ as many construction vehicles (e.g., trucks, pickups, and tractor-trailers) as it deems necessary for its project. This includes but is not limited to construction vehicles owned by companies registered in the Host Country.

12.2 Construction vehicles to be used in the project may be imported as Embassy or consulate cargo or locally obtained pursuant to local laws.

12.3 Construction Party vehicles with diplomatic or consular license plates/plaques shall be considered a constituent part of the means of transport of the Construction Party's diplomatic mission or consulate and shall be inviolable to the extent provided for in the VCDR or the China-U.S. Consular Treaty, respectively.

12.4 Construction Party vehicles shall be properly insured (including compulsory vehicular accident liability policies) and registered in accordance with Host Country laws and regulations.

12.4.1 In the United States, the Chinese Side's passenger vehicles, vans, and small buses shall be registered through the Office of Foreign Missions (hereinafter referred to as "OFM").

12.4.2 In China, the U.S. Side's project-related vehicles (excluding those owned by U.S. or third-country companies registered in China) may be processed in the name of the embassy or consulate in accordance with

existing regulations and practices in China and shall be issued diplomatic or consular license plates.

12.4.3 Operator licenses for passenger vehicles (as defined by Host Country laws and regulations) used by Construction Party personnel shall be certified by the Construction Party diplomatic or consular mission in the Host Country and shall be transferred into local operator licenses in the Host Country through existing procedures. This procedure does not apply to operator licenses for personnel who work for companies registered in the Host Country.

12.4.4 Operator licenses for small buses and vans used by Construction Party personnel shall be issued in accordance with existing Host Country laws and procedures.

12.5 Without prejudice to applicable privileges and immunities, Construction Party vehicle operators shall abide by local traffic regulations.

13. Site Access and Work Hours

13.1 The Construction Party shall have 24-hour right of entry seven days a week to its project-related sites, provided, however, that it abides by Host Country regulations on vehicle use. The Host Country shall make a reasonable effort to facilitate appropriate requests for waivers of such regulations, if necessary.

13.2 Construction Party work hours shall be determined by local regulations. The Host Country shall make a reasonable effort to facilitate appropriate requests for waivers of such regulations, if necessary.

14. Project Coordination

14.1 Site Preparation

Upon turnover of the project site and prior to commencement of general construction, the Construction Party shall have the right to conduct site preparation work subject to Host Country laws and regulations.

14.2 Commencement of General Construction

The Host Country shall make a reasonable effort to facilitate the Construction Party obtaining planning and design approval as required in Article 4 of this Agreement.

14.3 Project Occupancy

The Parties agree to carry out construction according to their respective plans. The Parties shall assist each other in completing their respective construction projects.

15. Taxes and Fees

15.1 The Parties hereby confirm that the tax arrangement reflected in the U.S. Side's diplomatic note number 02-74 dated April 4, 2002 and the Chinese Side's diplomatic note number CE 109/02 dated April 15, 2002 applies to projects already under way as well as those that shall take place in the future at existing or approved diplomatic and consular locations in both countries.

15.2 In China, services and labor under contracts relating to the U.S. project shall be exempt from payment of the business tax. The U.S. Side shall provide the Chinese Side, in advance, a list of companies related to their project(s) needed to qualify for the business tax exemption. The U.S. Side and U.S. and third-country project-related companies shall independently enter into contracts at the business tax-excluded price.

15.3 In China, U.S. project-related contracts between the U.S. Side and U.S. companies shall be exempt from the stamp tax.

15.4 Construction Party personnel and companies shall be levied or exempted from income tax as allowed under applicable treaties and Host Country law.

15.5 The Construction Party shall have the right, subject to applicable laws, to register its interests in its new construction complex or complexes upon completion of construction and to take occupancy of such complex or complexes on its own. Pursuant to the VCDR and the China-U.S. Consular Treaty, the Construction Party's registration shall be exempt from payment of dues and taxes and similar charges, except for fees reflecting specific services rendered. The Host Country shall make a reasonable effort to provide assistance in this regard.

15.6 The Construction Party shall have the right to dispose of duty-free imports in accordance with Host Country law.

16. Applicable Law and Dispute Resolution

16.1 This Agreement shall not be construed to supersede the terms of the 2003 COCA with respect to the specific construction projects that are the subject of the 2003 COCA, namely the construction of the new diplomatic premises

of the United States of America in Beijing and of the People's Republic of China in Washington, D.C.

16.2 If any issue is not addressed in this Agreement, the Parties shall refer to their past agreements and relevant diplomatic notes for resolution. Any issue not addressed in these documents shall be addressed through mutual consultation between the Parties.

16.3 Should any dispute arise out of the implementation of this Agreement, the Parties shall first address the dispute through informal working-level consultations.

16.4 Any disputes that are not resolved through such informal working-level consultations shall be resolved through diplomatic channels.

17. Notices

17.1 All notices and other formal communications required by or in implementation of this Agreement shall be in the form of diplomatic note.

17.2 With respect to U.S. Projects, notices shall be directed to the Embassy of the United States of America to the People's Republic of China and to the Ministry of Foreign Affairs of the People's Republic of China (Administrative Department).

17.3 With respect to Chinese Projects, notices shall be directed to the Embassy of the People's Republic of China to the United States of America and to the United States Department of State (OFM).

18. Miscellaneous

18.1 This Agreement shall enter into force on the date of the signatures below and shall remain in force for a period of 10 years.

18.2 One year prior to the expiration of this Agreement, the Parties shall determine through negotiations whether it shall be extended or terminated. The termination of this Agreement shall not affect the implementation of projects on-going pursuant to this Agreement whose planning and design have been approved.

18.3 This Agreement may be amended upon written agreement by both Parties.

18.4 One year after both Party's projects are completed according to their own

schedules and put into use, such projects shall cease to be governed by this Agreement.

DONE at Washington this twentieth day of August, 2009, in duplicate in the English and Chinese languages, each text being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

FOR THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA:

Annex I

Regarding filing and approval matters pertaining to the demolition and construction project at the old Chinese Embassy in the United States (hereinafter, the "Chinese Side's Connecticut Avenue Project") and the expansion project at the United States new Embassy in China (hereinafter, the "U.S. Side's New Embassy Expansion Project"), the two sides have reached agreement as follows:

The U.S. Side will provide full and active assistance to the Chinese Side's Connecticut Avenue Project within the scope permitted by United States laws. At the same time, the U.S. Side is willing to construct its New Embassy Expansion Project under the same terms and conditions applicable to the Chinese Side's Connecticut Avenue Project. In view of the above, both sides hereby affirm their willingness to incorporate the Connecticut Avenue Project and the U.S. Side's New Embassy Expansion Project into *"The Agreement Between the Government of the People's Republic of China and the Government of the United States of America on the Conditions of Construction of Diplomatic and Consular Complexes in the United States of America and the People's Republic of China,"* so that both projects are governed by the said Agreement. Regarding the review and approval of planning, design and construction permits for Chinese Side's Connecticut Avenue Project, the U.S. Side shall provide the following specific assistance.

1. The U.S. Side will designate dedicated personnel to assist the Chinese Side's Connecticut Avenue Project in filing for project approval, until the Chinese Side's Connecticut Avenue Project obtains construction permit and other approval documents. If necessary, high level officials of the Unites States will also provide active assistance to the Chinese Side's Connecticut Avenue Project.

2. From the date the Chinese Side formally proposes the Connecticut Avenue Project to the U.S. Side, the U.S. Side will grant the approval within 30 calendar days, so as to facilitate the Chinese Side's preparation for submission of relevant materials to the Foreign Missions Board of Zoning Adjustment (FMBZA) in the next stage.

3. The Chinese Embassy in the Unites States will instruct its Connecticut Avenue Project team to fully communicate with the U.S. Side during the process of project planning, plans, and design, in order to ensure that the U.S. Side is able to fully understand the Chinese Side's intentions.

4. The project filing materials submitted by the Chinese Side to the FMBZA will conform to FMBZA's general requirements in terms of depth and completeness.

5. Following the Chinese Side's submission of project filing materials that conform to the requirements, the U.S. Side's dedicated personnel will assist, as soon as possible, the Chinese Side and its teams, such as consultants and architects that it retains, in communicating and coordinating with agencies and organizations such as District of Columbia Office of Planning (DCOP), Historic Preservation Review Board (HPRB), District of Columbia Department of Transportation (DCDOT), Advisory Neighborhood Commissions (ANC), Sheridan-Kalorama Neighborhood Council (SKNC), Sheridan-Kalorama Historical Association (SKHA), Commission

of Fine Arts (CFA), and National Park Service (NPS). Such dedicated personnel will urge relevant agencies and organizations to hold required hearings (or meetings) as soon as possible and will participate in these hearings (or meetings) to provide positive input. For the few hearings (or meetings) that the Chinese Side is unable to attend but that the U.S. Side is present at, the U.S. Side shall convey, in a timely manner, relevant information to the Chinese Side.

The U.S. Side will make its best efforts to ensure that all required reports are submitted prior to the FMBZA hearings, and will assist the Chinese Side in resolving issues contained in the above-mentioned reports in the shortest time possible. Should new issues arise in the course of FMBZA hearings, the Chinese Side will, in a timely manner, resolve them with the assistance from the U.S. Side. Within the limits of US law, the U.S. Side will ensure to assist the Chinese side in obtaining the full approval of the Connecticut Avenue Project within six calendar months following its first submission of the application to the FMBZA.

6. Upon FMBZA's approval of the Chinese Side's Connecticut Avenue project, the United States Side's dedicated personnel will, as soon as possible and within the limits of U.S. law, assist the Chinese Side's Connecticut Avenue project team in communicating and coordinating with all agencies of the government of the District of Columbia, and other organizations involved with the project, with the goal of obtaining from the DC Government all necessary permits, certificates, and documents, such as construction permits, related to the Chinese Side's Connecticut Avenue project no later than 6 calendar months after the Chinese Side submits its first application to the DCRA.

The Chinese Side pledges to provide the United States Embassy in China with identical assistance on its New Embassy Expansion Project.

The Two Sides agree that the timeframes of review and approval for both the Chinese Side's Connecticut Avenue Project and the U.S. Side's New Embassy Expansion Project should be approximately the same. Upon completion of the review and approval process for the two projects, their respective work in the construction stage may advance independently at their own pace, with the assistance provided by the other side.

美利坚合众国政府和中华人民共和国政府
关于在中华人民共和国和美利坚合众国
建造外交和领事馆舍的施工条件协议

鉴于美利坚合众国政府(以下简称“美方”)和中华人民共和国政府(以下简称“中方”) (以下合并称为“双方”)，于一九九一年三月二十三日在北京签订了《美利坚合众国政府和中华人民共和国政府关于相互提供房地产供两国使用的协定》(以下简称“《一九九一年协定》”);

鉴于双方于一九九五年九月二十八日在华盛顿签订了《美利坚合众国政府和中华人民共和国政府谅解备忘录》(以下简称“《一九九五年谅解备忘录》”);

鉴于双方于二〇〇〇年十一月一日在北京签订了《美利坚合众国政府和中华人民共和国政府关于在华盛顿特区、北京及广州提供地皮的谅解备忘录》(以下简称“《二〇〇〇年谅解备忘录》”);

鉴于美方业已根据二〇〇一年十月十九日于华盛顿特区签订的《美利坚合众国政府和中华人民共和国政府关于北京亮马河使馆区地皮的使用协议》(以下简称“《亮马河地皮协

议》")取得其新使馆馆舍所占场地(以下简称"亮马河场地")的使用权;

鉴于美方业已根据二〇〇一年十月十九日于华盛顿特区签订的《美利坚合众国政府和中华人民共和国政府关于广州天河区地皮的使用协议》(以下简称"《天河地皮协议》")取得其新领馆馆舍所占场地(以下简称"天河场地")的使用权;

鉴于中方业已根据二〇〇一年十月十九日于华盛顿特区签订的《美利坚合众国政府和中华人民共和国政府关于华盛顿国际使馆中心地皮的使用协议》(以下简称"《ICC 地皮协议》")取得其新使馆馆舍所占场地(以下简称"ICC 场地")的使用权;

鉴于双方于二〇〇三年十一月十七日在华盛顿签订了《美利坚合众国政府和中华人民共和国政府关于在北京和华盛顿建筑新使馆的施工条件协议》(以下简称"《二〇〇三年施工条件协议》");

鉴于中国驻美国使馆及各总领馆、位于纽约的中国常驻联合国代表团以及美国驻华使馆及各总领馆存在对馆舍进行新建、扩建、改建及拆除的需求;

鉴于双方订立本协议以促进其根据《维也纳外交关系公约》(以下简称"《维约》")、一九八〇年九月十七日签订的《美利坚合众国和中华人民共和国领事关系条约》(以下简称"《美中领事条约》"),以及《维也纳领事关系公约》中有规定但《美

中领事条约》未予提及的事宜所享有的特权、豁免和承担的义务；对于《维也纳领事关系公约》和《美中领事条约》共同涉及的事宜，以《美中领事条约》为准；

鉴于本协议不影响双方各自就《维约》、《维也纳领事关系公约》或《美中领事条约》的解释所持的立场；

鉴于《二〇〇三年施工条件协议》第十七条规定，在可行和符合东道国法律的情况下，《二〇〇三年施工条件协议》的有关原则及安排将作为今后一方在另一方领土上进行类似的外交和领事馆舍建造项目的建筑施工条件的指导方针。届时双方另行协商并签订与此类项目相关的协议；

双方根据对等互惠原则以及《二〇〇三年施工条件协议》第十七条特此同意，将在美利坚合众国和中华人民共和国现有双边外交和领事地点建造的外交和领事设施的施工条件如下：

第一条　定义和适用性

一、本协议中从事建筑施工的一方(美方或中方)称为“建筑施工方”,建筑工程所在国(美利坚合众国或中华人民共和国)称为“东道国”。

二、东道国和建筑施工方在现有双边外交和领事地点所从事的与美方项目和中方项目相关的所有活动均受本协议

制约。

三、本协议中，“现有双边外交和领事地点”系指下列地点：

在美利坚合众国：位于华盛顿特区的中华人民共和国驻美大使馆，以及位于芝加哥、休斯敦、洛杉矶、纽约、旧金山的中华人民共和国总领事馆。

在中华人民共和国：位于北京的美利坚合众国驻华大使馆，以及位于成都、广州、上海、沈阳、武汉的美利坚合众国总领事馆。

四、位于纽约的中国常驻联合国代表团馆舍施工项目按照本协议执行。

五、位于哥伦比亚特区华盛顿 CONNECTICUT 街 2300 号的中华人民共和国驻美大使馆老馆拆建项目和位于北京第三使馆区的美利坚合众国驻华大使馆新馆扩建项目适用于本协议。双方协助对方就上述两项目进行报批的具体内容见《附件一》。

六、本协议中，“项目”系指美方或中方对各自大使馆或总领事馆的办公楼、馆长寓邸及与其在同一场地的馆员住宅或不与办公楼、馆长寓邸在同一场地但具有多单元的馆员住宅所进行的整体或局部新建、扩建、改建、拆除。

七、本协议中，“临时场地”系指建筑施工方为支持与施工相关的活动而临时取得的地皮或构筑物。

第二条　每个具体施工项目的规划资料和设计资料

一、东道国在遵守本国法律和规定的情况下，须做出合理努力为建筑施工方取得适用的规划资料及设计资料提供便利。在本协议中，“规划资料”系指建筑施工方规划所需要的有关技术方面的所有信息，包括但不限于有关市政、地役权和勘查的信息。“设计资料”系指影响建筑施工方设计的东道国规定和要求。

二、建筑施工方在取得其项目场地的占有权之后有权自费在任何时候制定其自己有关施工场地的技术资料，包括但不限于地形、水文、环境、地界以及市政设施测量或详细的地下岩土勘探计划。

第三条　临时和永久市政及服务

一、东道国须做出合理努力，为建筑施工方获得其项目所需要的市政设施规格、类别及服务提供适当的协助。

二、在遵守东道国法律和规定的情况下，建筑施工方可与项目所在地主管部门接洽，获得项目所需要的市政管线和服务的规格、类别、费用等相关信息。

三、市政和服务的使用费由建筑施工方按公开的费率支付，此费率不得高于对其他外交使团或领事机构征收的费率

标准。

四、双方均可检查接口点的市政设施，如有必要，经建筑施工方同意，此检查可延伸至场地内第一分配点。

五、东道国不得对建筑施工方选择够资质的东道国市政和服务提供商施加限制。

六、建筑施工方通讯设备的设置和使用须按照《维约》或《美中领事条约》，以及东道国有关法律及规定办理。

第四条 规划和设计审批受外交及领事馆舍项目的东道国有关法律和规定的制约

一、建筑施工方须根据东道国有关法律和规定为各自的项目履行东道国规划设计审批手续并领取必要的施工许可证，东道国应提供适当的协助。

二、取得必要的规划设计及施工许可证的收费须符合东道国对所有外交使团或领事机构征收的费率标准。

第五条 施工标准和质量安全责任

一、建筑施工方施工过程中及竣工后，东道国不得通过检查贯彻东道国的建筑规范和标准，但东道国对市政设施接口点的建筑施工方设备和线路所进行的检查除外。

二、双方同意建筑施工方须就运入东道国的施工设备以及各自电梯、锅炉、压力容器等特种设备的安装、使用的安全性能进行自我认证。项目场地上的这些设备及其安装免于东道国的检验。

三、建筑施工方在施工期间须对其项目的质量和安全负责。东道国不得要求建筑施工方与当地公司签订监督施工工程的合同。

第六条　临时场地

一、建筑施工方可按照东道国法律和规定并经东道国批准后获得和使用为项目实施所需的临时场地（包括但不限于栅栏、库房、施工事务办公室及施工人员临时住房）。

二、在经东道国批准的使用期限内，建筑施工方的临时场地须被视为建筑施工方外交使团或领事机构用地的一部分，根据《维约》或《美中领事条约》不得受到侵犯。

三、建筑施工方将有权按照东道国法律和规定寻求施工期间使用的临时地役权。

第七条　临时住房

建筑施工方为其身为使团成员的施工人员所使用的临

时住房须被视为建筑施工方外交使团或领事机构成员之私人寓所，在《维约》或《美中领事条约》所规定的范围内不得受到侵犯。

第八条　场地和卷宗的外交或领事地位

一、双方在达成本协议前以及达成本协议后为将来的外交和领事馆舍建造项目所取得的任何场地，从其使用权交付之日起均须根据《维约》或《美中领事条约》被视为建筑施工方外交使团或领事机构用地的一部分。

二、建筑施工方的所有临时场地在经东道国批准的使用期限内均须根据《维约》或《美中领事条约》被视为建筑施工方外交使团或领事机构用地的一部分。

三、本协议第八条第一款和第二款所述的一切场地均不得受到侵犯并完全由建筑施工方控制。

四、与建筑施工方同属一国的组织与这种新馆舍工程相关的设计或施工的记录和卷宗(包括但不限于招标和签约的文件、建筑和工程方案以及规格)均须被视为建筑施工方外交使团或领事机构档案的组成部分,根据《维约》或《美中领事条约》不得受到侵犯。

第九条　人员和公司

一、建筑施工方有权选择自己挑中的任何国籍(包括来自东道国、建筑施工方所属国或第三国)的工程相关人员和公司从事与项目相关的所有工作。

二、东道国不得要求任何工作由来自东道国的公司、组织或个人完成或与其建立伙伴关系或以合资方式方能进行,但需由外交人员服务局或地方外交机构服务处进行的工作除外。

三、建筑施工方对东道国注册公司的付款须符合东道国的法律和规定。如施工公司未在东道国注册,则东道国不得要求付款在东道国境内或以东道国货币进行。

四、具有建筑施工方所属国国籍或第三国国籍的建筑施工方项目相关人员仅限于从事与项目相关的工作,项目一旦竣工即须离境。但搬入后,数目有限的建筑施工方上述人员可留在东道国,仅从事修正工程缺陷、确立保养和运营程序的工作。

五、东道国须向符合签证条件的建筑施工方人员发放可延期的两年多次入境签证（停留期将根据东道国法律决定）。

其中，为具有美国国籍的美方项目施工人员发予公务签证;为具有中国国籍的中方项目施工人员发予A-2签证；为具有第三国国籍的美方施工人员发予普通签证;为具有第三

国国籍的中方施工人员发予与其身份相符的签证。

中方为具有中国国籍的施工人员的签证申请须到美国驻华大使馆办理;美方为具有美国国籍的施工人员的签证申请须到中国驻美国大使馆办理。为具有第三国国籍的施工人员的签证申请应尽可能到中国驻美国大使馆或美国驻中国大使馆办理。如需在第三国办理,须事先照会中国外交部或美国国务院,双方将提供必要的协助。

六、具有建筑施工方国籍、在东道国逗留 30 个日历日以上的建筑施工方人员在其行使公务期间须作为外交使团的行政技术人员或领馆工作人员，附属于建筑施工方外交使团或领事机构。这类人员须享受《维约》所述的外交使团行政技术人员或《美中领事条约》所述的领馆工作人员的特权与豁免待遇。

第十条　运送的物资

一、建筑施工方有权进口和出口与项目相关的所有材料和设备（包括车辆但不限于车辆），并根据《维约》第三十六条规定须免缴除贮存、运送及类似服务费用以外之一切关税及其他课征。

二、集装箱不得作为外交邮袋运送项目相关物资。

三、与项目相关的大部分建筑材料和设备(包括但并不限

于车辆、工程施工或检查设备)应以大使馆或领事馆特殊项目专用材料运送。对于美国驻广州总领馆新馆建筑项目及位于纽约的中国常驻联合国代表团馆舍施工项目，建筑施工方在遵守东道国有关法律和规定的前提下，可将以海运方式运抵的建馆物资直接载运到海关规定的监管区等候通关，从物资落地直至提货的整个时段能够看到物资，但具体操作流程双方须根据对等原则另行协商确定。如有必要，建筑施工方可按东道国有关规定接触其物资。今后双方其他建馆项目的海运物资到港操作方式，将在每一具体建馆项目的规划阶段协商确定。

四、作为双边特殊安排,东道国海关在建筑施工方以大使馆或领事馆特殊项目专用材料运送的建筑材料和设备到岸后，并在接到建筑施工方书面申报起 48 小时内按东道国海关规定程序办妥手续予以放行。建筑施工方须按照东道国要求，在运送物资到岸前至少 24 小时事先提交书面通知。建筑施工方须遵守东道国法律和规定,对运送物资加以明显标识,并书面向东道国海关部门申报。

五、双方承诺,以大使馆或领事馆特殊项目专用材料运送建筑材料和设备以及安装和使用设备均须按照《维约》或《美中领事条约》中涉及使团或领事馆公务用品的相关条款规定,同时还须符合东道国的法律和规定,仅限于大使馆或领事馆办公和通讯之目的。不得运进危害东道国安全的设备和器

材。作为判断建筑施工方所运建筑材料和设备是否含有危害东道国安全的设备和器材，以及所运建筑材料和设备是否与申报相符的必要手段，东道国有权采取不开箱的被动检测方式对物资进行检测，或在事先通知建筑施工方的前提下有权采取不开箱的主动检测方式对物资进行检测。检测时须有建筑施工方的外交或领事代表或其授权人在场。如建筑施工方不同意主动检测，则有权不经检测将物资原封不动运回。如东道国认定建筑施工方运进危害其国家安全的设备和器材或所运建筑材料和设备与申报不符时,东道国在事先通知建筑施工方的前提下有权进行开箱查验。查验时须有建筑施工方的外交代表或领事代表或其授权人在场。如建筑施工方不同意查验,则有权不经查验将物资原封不动运回。

六、为进行中方项目而运进或运出美国以及为进行美方项目而运进或运出中国的材料和设备所使用的出入境口岸一般须为地理位置靠近项目所在地以及承办往返东道国业务的货运公司通常使用的口岸。双方将在每一具体建馆项目的规划阶段进行拟用出入境口岸的报批。同样安排也将适用于空运物资以及项目相关材料运进运出时拟用机场的确定。双方特此表示愿意讨论可能用来替代的出入境口岸，但前提是东道国有能力在各替代入境口岸提供快捷的服务。

七、东道国须提供便利,让建筑施工方运往建筑施工方项目相关场地的所有物资得以顺利地送达。

八、双方同意，建筑施工方在东道国境内购买、储存、运输、标识、使用和处置危险品，均须符合适用的国际标准和要求，以及适用的东道国的法律和规定。

九、建筑施工方向东道国运送的木制品和木质包装(包括以海运和空运作为外交邮袋运送的货物以及所有作为特殊项目专用材料运送的物品)均须符合东道国的检疫要求,并按照《国际植物保护公约》的要求加以恰当处理和贴以标志。双方各自的主管部门须出具植物检疫证书或检疫处理证书。建筑施工方向东道国运送的其他自用的动植物产品也应符合东道国的检疫要求。中方主管部门是中国出入境检验检疫部门,美方主管部门是美国动植物检疫局(APHIS)。

第十一条　当地采购

一、当地生产的物品、材料、设备和提供的服务以及完成工作的质量是否能令人接受只能由建筑施工方自行确定。

二、不得要求建筑施工方通过东道国或东道国指定的实体获得当地生产的物品、材料、设备(包括车辆)和服务。

第十二条　车　辆

一、建筑施工方可以调配其认为项目所需的任何数量的

工程用车辆(如卡车、皮卡、牵引拖车)。工程用车辆包括但不限于在东道国注册公司所属的工程用车辆。

二、项目工程用车辆可以作为大使馆或领事馆货物进口或根据当地法律就地取得。

三、建筑施工方挂外交或领事牌照的车辆须被视为建筑施工方外交使团或领事机构交通工具的组成部分,在《维约》或《美中领事条约》所规定的范围内不得受到侵犯。

四、建筑施工方车辆须按照东道国法律和规定办理合适的保险(包括机动车交通事故责任强制保险)和登记。

(一)在美国,中方的小型汽车、面包车和小巴士须通过外交使团办公室(以下简称"使团办")登记。

(二)在中国,美方项目相关车辆(不含在中国注册的美国或第三国公司所属车辆)可用大使馆或领事馆名义按照中国现行规定和做法办理手续并获得外交或领事牌照。

(三)建筑施工方人员所用(由东道国法律和规定定义的)小型汽车的驾驶执照均须经建筑施工方驻东道国外交使团或领事机构证明后,在东道国按现行手续更换为东道国的驾驶执照。此类手续不适用于在东道国注册的公司所属人员的驾驶执照。

(四)建筑施工方人员所持小巴士和面包车的驾驶执照,均须按照东道国现行法律和手续办理发放。

五、建筑施工方车辆的操作人员在无损于适用的特权和

豁免的情况下，须遵守当地的交通法规。

第十三条　场地的准入和工作时间

一、建筑施工方须享受对项目相关场地的每周 7 日、每日 24 小时的准入权,但其必须遵守东道国有关车辆使用的规定。如有必要,东道国须做出合理努力为免予实行这类规定的恰当请求提供便利。

二、建筑施工方的工作时间须按当地法规而确定。如有必要,东道国须做出合理努力为免予实行这类规定的恰当请求提供便利。

第十四条　项目的协调

一、 场地准备

建筑施工方得到项目场地后有权在遵守东道国法律和规定的情况下于总工程开始以前着手进行场地的准备工作。

二、总工程动工

东道国须做出合理努力为建筑施工方获得本协议第四条所规定的规划和设计批准提供协助。

三、项目搬入占用

双方同意根据各自项目的计划完成施工。双方将相互协助完成各自的建馆项目。

第十五条　课税和收费

一、双方特此确认,反映于美方二〇〇二年四月四日第02-74 号外交照会和中方二〇〇二年四月十五日第 CE - 109/02 号外交照会的税务安排适用于两国境内已在进行以及日后要在现有或得到批准的外交和领事地点进行的项目。

二、在中国,与美方项目有关的合同项下的服务和劳务免缴营业税。美方须事先向中方提供与其项目相关、需要得到免缴营业税待遇的公司清单。美方以及与美方项目相关的美国和第三国公司须自行以不含营业税的价格签订合同。

三、在中国,美方与美国公司签订的与美方项目有关的合同免缴印花税。

四、建筑施工方人员和公司根据所适用的条约和东道国法律的有关规定缴纳或免缴所得税。

五、建筑施工方须有权在符合适用法律的情况下于工程竣工后对新建馆舍的产权进行登记，并可自行入住新建馆舍。根据《维约》和《美中领事条约》，建筑施工方在进行此类产权登记时，须免缴税费以及类似费用，但使用具体服务的费用除外。对此，东道国须做出合理努力予以协助。

六、建筑施工方须有权根据东道国法律处理免税进口的物品。

第十六条　可适用法律和争端的解决

一、就《二〇〇三年施工条件协议》所涉具体施工项目即美利坚合众国政府在北京以及中华人民共和国政府在哥伦比亚特区华盛顿进行的外交新设施项目而言，本协议不得解释为取代《二〇〇三年施工条件协议》内容。

二、如有任何问题本协议未能涉及，双方将参照以往的协议以及相关外交照会予以解决。这些文件未能涉及的任何问题须经双方磋商讨论解决。

三、如在实施本协议过程中发生任何争议，双方须首先在工作层面以非正式磋商方式讨论解决。

四、这类工作层面非正式磋商未能解决的争议须通过外交渠道解决。

第十七条　通　知

一、实施本协议所需要或落实本协议过程中所要求发送的所有通知和其他正式往来文书均须以外交照会形式进行。

二、就美方项目而言,有关通知送达美利坚合众国驻中华

人民共和国大使馆和中华人民共和国外交部(行政司)。

三、就中方项目而言,有关通知送达中华人民共和国驻美利坚合众国大使馆和美利坚合众国国务院(使团办)。

第十八条　其他事项

一、本协议自签字之日起生效，有效期 10 年。

二、本协议到期前 1 年，双方将通过协商确定延长或终止本协议。本协议的终止，不影响根据本协议正在进行且已获得规划设计许可的项目的执行。

三、本协议经双方书面同意可进行修改。

四、在双方项目均按照各自计划竣工并投入使用满 1 年后，相关项目即不再适用于本协议。

本协议于二〇〇九年八月二十日在华盛顿签订，一式两份，每份均用英文和中文写成,两种文本同等作准。

美利坚合众国政府　　中华人民共和国政府

代表　　代表

附件一

美国驻华使馆新馆扩建项目（以下简称“美方新馆扩建项目”）及中国驻美国使馆老办公楼拆建项目（以下简称“中方康街项目”）相关报批事宜双方达成一致意见如下：

美方将在美国法律允许范围内对中方康街项目进行全面积极协助。同时，美方愿在与中方康街项目适用相同的条件和条款下建造美方新馆扩建项目。鉴此，双方确认愿意将康街项目和美方新馆扩建项目纳入《美利坚合众国政府和中华人民共和国政府关于在美利坚合众国和中华人民共和国建造外交和领事馆社的施工条件协议》，两项目均适用于该协议。在中方康街项目规划设计及建筑施工许可审批方面美方应提供如下具体协助：

一、美方将指派专员协助中方康街项目办理项目报批事宜，直至中方康街项目获得建筑施工许可证等许可文件。如有必要，美方高层官员亦将对中方康街项目提供积极协助。

二、自中方向美方正式提出康街项目之日起，美方将在30个日历日内予以批准，以便中方准备向美外国使团规划委员会（FMBZA）提交下一步项目申报的相关资料。

三、中国驻美国大使馆将责成康街项目团队在项目规划、方案、设计等过程中与美方进行充分沟通，以确保美方能够完全了解中方意图。

四、中方向 FMBZA 提交项目申报资料的完整性和深度将符合 FMBZA 的一般性要求。

五、中方向 FMBZA 提交符合要求的项目申报资料后，美方专员将尽快协助中方及所聘顾问、建筑设计师等中方团队与美方 DC 规划办公室(DCOP)、历史保护审核委员会(HPRB)、DC 交通局(DCDOT)、咨询邻里委员会(ANC)、Sheridan Kalorama 邻里理事会(SKNC)、Sheridan Kalorama 历史协会(SKHA)、艺术委员会（CFA）、国家公园管理局(NPS)等部门进行沟通与协调，促请有关部门尽早召开必需的听证会（或例会）并参加听证会（或例会），提出积极意见。如个别听证会（或例会）中方无法参加且美方可以参加，美方须及时向中方反馈相关情况。

美方将做出最佳努力确保所有需要提交的报告均在 FMBZA 举行听证会之前提交，并将协助中方在最短时间内解决上述报告中所含问题。如在 FMBZA 举行听证会过程中

提出新的问题，中方将在美方协助下及时进行解决。美方将在美国法律允许的范围内确保协助中方在向外国使团规划委员会第一次提交申请后不超过6个日历月内获得康街项目的完全批准。

六、中方康街项目获得FMBZA批准后，美方专员将在美国法律允许的范围内尽快协助中方康街项目团队与涉及此项目的哥伦比亚特区政府的所有部门以及其他组织进行沟通与协调，以期在中方向消费者及规管事务部（DCRA）第一次提交申请后不超过6个日历月从哥伦比亚特区政府获取中方康街项目所需的所有建筑施工许可证等相关许可证明文件。

中方承诺将在美方新馆扩建项目上向美国驻华使馆提供同等的协助。

双方同意，中方康街项目与美方新馆扩建项目的报批时限大致相当，两项目的报批手续一旦完结，其施工阶段的工作可在对方协助下按照各自速度独立推进。