

SCIENTIFIC COOPERATION

Earth Sciences

**Protocol Between the
UNITED STATES OF AMERICA
and HONG KONG**

Signed at Hong Kong November 9, 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.”

HONG KONG

Scientific Cooperation: Earth Sciences

*Protocol signed at Hong Kong November 9, 2009;
Entered into force November 9, 2009.*

PROTOCOL
BETWEEN
THE U.S. GEOLOGICAL SURVEY
OF THE
DEPARTMENT OF THE INTERIOR
OF THE UNITED STATES OF AMERICA
AND
INSTITUTE OF SPACE AND EARTH INFORMATION SCIENCE
OF
THE CHINESE UNIVERSITY OF HONG KONG
CONCERNING
SCIENTIFIC AND TECHNICAL COOPERATION
IN EARTH SCIENCES

ARTICLE I. PARTIES

The Parties to this Protocol are the U.S. Geological Survey (USGS) of the Department of the Interior of the United States of America and the Institute of Space and Earth Information Science (ISEIS) of The Chinese University of Hong Kong of the Hong Kong Special Administrative Region of the People's Republic of China. The USGS and ISEIS ("Party" or "Parties") hereby agree to pursue scientific and technical cooperation in the Earth sciences in accordance with this Protocol.

ARTICLE II. BACKGROUND

The Parties share common interests in geographic information science, technology development, and other Earth science topics. Under the auspices of this Protocol, both Parties can enhance cooperation in remotely sensed data acquisition and management, conduct Earth and environmental science research and application, and implement other common responsibilities and exchanges.

ARTICLE III. SCOPE AND OBJECTIVES

1. The purpose of this Protocol is to provide the authority and framework for collaborative activities between the Parties in the areas of remote sensing, geographic information systems (GIS), information technology (IT), and data archive and management.

2. 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 in Washington, D.C. on January 31, 1979, as amended and extended (hereinafter "S&T Agreement").

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

4. Each Party may, with the consent of the other Party and to the extent permitted by 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 IV. 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 follows:

- a. Geographic and geospatial data applications;
- b. Information systems;
- c. Earth science investigations, such as those that relate to hazards, resources, and the environment;
- d. Biology and biological investigations and technical developments;
- e. Mineral and energy resources activities; and
- f. Water resources and other hydrologic investigations.

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

ARTICLE V. 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 are 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 VI. 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 the other Party's representatives to review the activities under this Protocol and develop proposals for future activities, as appropriate.

ARTICLE VII. 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 V above, the Parties shall agree in writing upon specific Project Annexes before the commencement of each activity pursuant to this Protocol.

ARTICLE VIII. 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.

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 IX. 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 X. 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 XI. 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 Hong Kong 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:

FOR INSTITUTE OF SPACE AND EARTH
INFORMATION SCIENCE OF THE
CHINESE UNIVERSITY OF HONG KONG
OF THE PEOPLE'S REPUBLIC OF
CHINA:



Signature



Signature

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Name

Lawrence J. Lau

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Associate Director for Geography

Title

President and Vice-Chancellor

Title

9 NOVEMBER 2009

Date

9 NOVEMBER 2009

Date

美國內政部美國地質調查局與香港中文大學太空與地球信息科學研究所
地球科學科技合作議定書

條文一：締約雙方

美國內政部轄下的美國地質調查局與中華人民共和國香港特別行政區的香港中文大學太空與地球信息科學研究所(下稱“各方”或“雙方”)按照本議定書，同意促進雙方於地球科學方面之科技合作。

條文二：背景

雙方於地球信息、科技發展及其他地球科學領域有共同的興趣。藉此議定書，雙方可增強在遙感數據購置及管理方面的合作，進行地球與環境科學的研究及應用，以及執行其他共同責任和交流。

條文三：合作目標及範圍

1. 本議定書賦予雙方權力，於遙感、地理資訊系統、資訊科技及數據存檔及管理方面進行共同研究，並為其合作內容提供具體架構。
2. 本議定書受一九七九年一月三十一日美國政府與中國政府於美國華盛頓簽訂協議所約束，該協議經修訂並延長為「美中科學與技術合作協議」(下稱“科技協議”)。
3. 在適當的情況下，雙方須鼓勵及促進各方政府機構、大學、研究中心、公共機構、私營機構及其他團體的接觸，發展友好合作關係。
4. 在各方同意及不違反其政府法律及政策規定下，雙方可邀請各方的政府機構及其他人士，如：第三國的政府機構、研究員、技術專家及國際組織，參與以本議定書為依據而進行的活動。合作細節及條款可由有關方面自行協商。

條文四：合作活動

1. 本議定書的合作形式包括交換技術性資料，互相訪問及交流雙方合作的研究，以配合持續發展的計劃。雙方可進行以下個別相關合作項目，包括但不限於：
 - a. 地理與地理空間數據的應用；
 - b. 信息系統；
 - c. 地球科學研究—例如有關災患、資源及環境；
 - d. 生物學和生物研究及其技術發展；
 - e. 礦產和能源活動；及
 - f. 水利與其他水文研究。

2. 本議定書所訂立的活動須按照各方國家之法律、規章和程序。

條文五：項目附則

在實行任何本議定書下之活動前，各方須先獲得另一方的書面同意。除交換資訊及互相訪問外，其他活動須由雙方另行協商確定，並訂定附則。其內容包括：工作計劃、人員配備、成本估計、資金來源及其他本議定書未訂明的職責、義務或條款。如項目附則與本議定書之條款不相符，將以本議定書之條款為準。

條文六：活動規劃及檢討

經雙方同意下，各方須委派一名代表會面並檢討本議定書下的項目及協商未來活動方案(如適用)。

條文七：可用資源

本議定書之合作活動內容應根據可運用的人力、資源和資金而定。本議定書並不構成使用任何支出、資源或人力的承諾。根據上述條文五，在實行以本議定書下為依據進行的各項活動前，雙方須先以書面形式制訂附則條款。

條文八：收費及稅項豁免

根據各方之法律規章，雙方須努力為另一方因參與以下活動而徵收的稅務、收費、關稅及其他費用(特定服務的收費除外) 尋求豁免：

1. 所有因執行本議定書而涉及其中一方轉讓、擁有、建造、翻新或維修其設施或財產。
2. 其中一方因支持本議定書之活動而要作出的商品及服務的進口、購買、擁有、使用或轉讓(包括出口)。
3. 因執行本議定書之條款而涉及其中一方的員工或其機構的私人財產。

倘若以上的稅務、收費、關稅及其他費用不能豁免，被徵收的一方須負擔該項費用。

條文九：知識產權與保安義務

在本議定書下所訂立或提交的知識產權，其保護及分發須依「科技協議」之附件一規定辦理。

條文十：免責聲明

雙方傳送的資料須真實及準確，惟不能保證此等資料在對方或第三者在任何特定用途上俱為適當。

條文十一：議定書生效及終止

本議定書經雙方簽署後即行生效，有效期十(10)年，其後經雙方書面同意可予以修改或延長。如任何一方擬終止議定書，須在預定終止日期前至少九十(90)日，從外交途徑以書面形式提出終止議定書的要求。除非另有約定，否則在終止議定書前開始的項目將不受到議定書終止影響。

本議定書訂於香港，一式兩份以中文和英文寫成，兩種文本具有同等效力。

美國內政部
美國地質調查局

香港中文大學
太空與地球信息科學研究所



簽署



簽署

Bryant Cramer

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劉遵義教授

名字

Associate Director for Geography

職銜

校長

職銜

9 NOVEMBER 2009

日期

9 NOVEMBER 2009

日期