PROTOCOL BETWEEN THE DEPARTMENT OF AGRICULTURE OF THE UNITED STATES OF AMERICA AND THE MINISTRY OF SCIENCE AND TECHNOLOGY OF THE PEOPLE'S REPUBLIC OF CHINA ON COOPERATION IN AGRICULTURE SCIENCE AND TECHNOLOGY

The Department of Agriculture of the United States of America and the Ministry of Science and Technology of the People's Republic of China (hereinafter referred to as the Parties), in accordance with and subject to 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 extended and amended, for the purpose of promoting cooperation and collaboration in the field of agriculture science and technology, have agreed as follows:

ARTICLE I

Purpose of Cooperation

The Parties agree to cooperate with each other in the field of agriculture science and technology on the basis of reciprocity and mutual benefit.

The Parties agree the purposes of this Protocol are as follows:

1. to increase contact and collaboration among agricultural scientists and institutions of agricultural research and development between the two countries;

2. to provide agricultural researchers and institutions with opportunities to exchange information, ideas, skills and techniques;

3. to enhance opportunities to collaborate in solving problems of common interest relating to agriculture;

4. to utilize special agricultural and development facilities for agricultural research.

ARTICLE II

Areas and Scope of Cooperation

Specific areas of cooperation may include, but are not limited to, such areas of mutual interest as;

1. agricultural biotechnology;
2. natural resource management;
3. dairy production;
4. food safety;
5. agricultural products processing; and
6. water-saving agricultural technology.

To generate broad interest and increased activities, the Parties shall, by mutual agreement, involve other interested government agencies, scientific and business communities, and private sectors of

both countries in cooperative programs and exchanges in implementation of this Protocol. The Parties shall, by mutual agreement, encourage and facilitate direct contacts between these groups to work toward long-term cooperation in programs of research, extension, and training, and to identify potential joint ventures in agribusiness.

ARTICLE III

Implementing Arrangements

Joint activities shall be established and implemented pursuant to this Protocol. All cooperative activities shall be mutually agreed by the Parties and shall be described in and subject to individual plans of work delineating arrangements between participants that are specific for each activity.

In general, cooperation will be effected by mutual agreement by the Parties, through means such as exchange of materials and information, exchange of scientists, specialists and trainees, organization of symposia and conferences, agricultural trade fairs and exhibitions, and joint publication of studies and reports.

The implementation of cooperative programs shall conform to the laws and national policies of both countries.

ARTICLE IV

Joint Working Group

The Parties agree to form a Joint Working Group to guide, facilitate and review cooperation under this Protocol. A designating official from each party shall designate to the Joint Working Group three members representing the agricultural science and technology community of each country. The designating official for the United States will be the USDA Under Secretary for Research, Education, and Economics. The designating official for the People's Republic of China will be the Vice Minister of Ministry of Science and Technology. The Joint Working Group shall meet once a year, alternatively in the United States and China, as mutually agreed by the Parties. Each Party shall designate a group leader among the three members. The group leader will be responsible for coordinating the activities of the Joint Working Group. The respective group leaders shall call together the members of their own Parties periodically, at times and places of their own choosing, to review and adjust the joint center priorities and coordinate administrative details of the program.

ARTICLE V

Financing

All cooperative activities under this Protocol shall be subject to the availability of funding, personnel and resources. This protocol shall not be construed to obligate any particular expenditure or commitment of resources or personnel. Expenses related to the activities carried out under this Protocol shall conform to the aforementioned individual plans of work, and each party shall comply with its domestic laws and regulations.

ARTICLE VI

Coordinating Offices

Under this Protocol, the designated coordinating offices will be the Research, Education and Economic Office of the Department of Agriculture of the United States of America, and the Department of Rural and Social Development of the Ministry of Science and Technology of the People's Republic of China. The USDA Research, Education and Economics Office will also be representing the following participating agencies: Agricultural Research Service (ARS); Cooperative State Research, Education and Extension Service (CSREES); Economic Research Service (ERS); and National Agricultural Statistics Service (NASS). The Department of Rural and Social Development of the Ministry of Science and Technology of China will coordinate activities involving related science and technology institutions of other Ministries, Administrations or Bureaus.

ARTICLE VII

Treatment of Intellectual Property

Intellectual property created or furnished in the course of activities under this Protocol, and business-confidential information exchanged, shall be governed by the provisions of Annex I-Intellectual Property, of Agreement to Extend and Amend the Agreement between the Government of the People's Republic of China and Government of the United States of America on

Cooperation in Science and Technology, signed in Washington on May 22nd, 1991, which forms an integral part of this Protocol.

ARTICLE VIII

Protection of Sensitive Technology

Both Parties agree that no information or equipment requiring protection in the interest of national defense or foreign relations and classified in accordance with its applicable national laws and regulations shall be provided under this Agreement. In the event that information or equipment which is known or believed to require such protection is identified in the course of cooperative activities pursuant to this Agreement, it shall be brought immediately to the attention of the appropriate officials and the Parties shall consult to identify appropriate security measures to be agreed upon by the Parties in writing and applied to this information and equipment and shall, if appropriate, amend this Agreement to incorporate such measures.

ARTICLE IX

Technology Transfer

The transfer of unclassified export-controlled information of equipment between the Parties shall be in accordance with the relevant laws and regulations of each Party. If either Party deems it necessary, detailed provisions for the prevention of unauthorized transfer or retransfer of such information or equipment shall be incorporated into the contracts of Project Annexes. Export

controlled information shall be marked to identify it as export controlled and identify any restrictions on further use or transfer.

ARTICLE X

Other Agreements

Nothing in this Protocol shall be interpreted to prejudice or modify any existing understandings or agreements between the Parties.

ARTICLE XI

Entry into Force, Amendments, Extension and Termination

This Protocol shall enter into force upon signature by both Parties and shall remain in force for five years. It may be modified or extended by mutual agreement of the Parties. This Protocol may be terminated at anytime by either party by presenting a written notice to the other party six months earlier before the termination.

The termination of this Protocol shall not affect the validity or duration of any ongoing accords made under it.

Done at Washington, D.C., this tenth day of December, 2002, in duplicate in the English and Chinese languages, both equally authentic.

FOR THE DEPARTMENT OF AGRICULTURE OF THE UNITED STATES OF AMERICA

Ann M. Veneman
Secretary

FOR THE MINISTRY OF SCIENCE AND TECHNOLOGY OF THE PEOPLE'S REPUBLIC OF CHINA

Xu Guanhua
Minister