

SCIENTIFIC COOPERATION

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

Signed at Beijing November 2, 2010



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

*Protocol signed at Beijing November 2, 2010;
Entered into force November 2, 2010.*

PROTOCOL
BETWEEN
THE U.S. GEOLOGICAL SURVEY
OF THE
DEPARTMENT OF THE INTERIOR
OF THE
UNITED STATES OF AMERICA
AND THE
CENTRE FOR EARTH OBSERVATION AND DIGITAL EARTH
OF THE
CHINESE ACADEMY OF SCIENCES
OF THE
PEOPLE'S REPUBLIC OF CHINA
CONCERNING
EARTH OBSERVATION SYSTEM AND RELATED DATA ACTIVITIES

ARTICLE I. SCOPE AND OBJECTIVES

1. The Parties to this Protocol are the U.S. Geological Survey (hereinafter "USGS") of the Department of the Interior of the United States of America and the Centre for Earth Observation and Digital Earth (hereinafter "CEODE") of the Chinese Academy of Sciences of the People's Republic of China. The USGS and CEODE (hereinafter "Party" or "Parties") hereby agree to pursue scientific and technical cooperation in the Earth observation system and related data activities.

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 at Washington January 31, 1979, as amended and extended (hereinafter the "S&T Agreement"). In case of any inconsistencies between this Protocol and the S&T Agreement, the provisions of the latter shall prevail.

3. 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.

4. 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 the 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 the environment;
- B. Global change and land cover research;
- C. Geospatial data applications;
- D. Information systems;
- E. Ecosystem change and dynamics;
- F. Radar, lidar, and hyperspectral geospatial data application;
- G. Geospatial operations and administration;
- H. Visiting scientists programs; and
- I. Other natural resources areas as identified by the Parties.

2. Activities under this Protocol shall be undertaken in accordance with the applicable national laws and regulations 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 the Parties to any particular expenditure or commitment of resources, funds, or personnel.

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

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 representative to review the activities under this Protocol and develop proposals for future activities, as appropriate.

ARTICLE VIII. DATA EXCHANGE

The Parties acknowledge the value of exchange of earth observation and related activities to achieve accuracy and timeliness. The Parties agree to promote the open exchange of earth observation and related data activities 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 are planned, such activity shall be described in a 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. ENTRY INTO FORCE AND TERMINATION

This Protocol shall enter into force upon signature by both Parties and remain in force for ten (10) years, so long as the S&T Agreement remains in force. This Protocol may be amended or extended at any time 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. of its intention to terminate this Protocol. 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, and this Protocol shall continue to apply to such projects until they are discontinued.

Signed in Beijing, in duplicate, 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:

FOR THE CENTRE FOR EARTH
OBSERVATION AND DIGITAL EARTH
OF THE CHINESE ACADEMY OF SCIENCES
OF THE PEOPLE'S REPUBLIC OF CHINA:

Marcia McNutt
Signature

Signature

Marcia K. McNutt
Name

Huadong Guo Huadong Guo
Name

Director
Title

Director
Title

November 2, 2010
Date

Nov. 3, 2010
Date

美利坚合众国内政部地质调查局与中华人民共和国中国科学院对地观测与数字地球

科学中心关于对地观测系统和相关数据合作的

议定书

第一条 范围和目标

- 1、 本议定书缔约的双方分别是美利坚合众国内政部地质调查局 (以下简称“USGS”) 和中华人民共和国中国科学院对地观测与数字地球科学中心 (以下简称“CEODE”)。USGS 和 CEODE (以下简称“各方”或“双方”) 特此同意在对地观测系统和相关数据方面开展科技合作。
- 2、 本议定书受 1979 年 1 月 31 日在华盛顿签订, 并于其后修订和延长的《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定》(以下简称《美中科技合作协定》) 的制约和管束。当本议定书与《美中科技合作协定》发生抵触时, 以后者为准。
- 3、 在恰当情况下, 双方应酌情鼓励政府机构、大学, 研究中心、研究机构、民营企业 and 双方其它实体间的直接交往和合作发展, 并为之提供便利。
- 4、 各方可在获得对方同意并符合本方政府法律和政策的情况下, 邀请美中两国政府其他部门或机构, 以及第三国实体, 包括科学家、技术专家、政府部门和机构, 或国际组织实体, 根据双方可能规定的具体条件, 参与依据本议定书开展的活动。

第二条 合作活动

- 1、 在本议定书项下开展的合作形式可包含在双方共同感兴趣的领域交换技术信息、安排访问、参加培训课程、会议和研讨、科学家互访、以及配合双方正在进行项目的其他任何合作研究。具体合作领域可以包括但并不限于以下共同感兴趣的领域:
 - A. 地球科学调查, 包括灾害、资源和环境调查;

- B. 全球变化和土地覆盖研究；
 - C. 地理空间数据应用；
 - D. 信息系统；
 - E. 生态系统动态变化；
 - F. 雷达、激光雷达和高光谱等地理空间数据的应用；
 - G. 地理空间数据操作和管理；
 - H. 科学家互访计划；
 - I. 双方认定的有关自然资源的其他研究领域。
- 2、 依据本议定书开展的一切活动应遵守缔约双方的国家法律和法规。

第三条 资源的可用性

本议定书项下开展的合作活动须取决于人员、资源、以及资金是否到位。本议定书不得被解释为规定双方有义务负担任何具体开支或承诺调配资源、资金、人员。

第四条 税费的豁免

在符合本国法律法规的情况下，一方须力求为对方寻求免除对下列各项征收的捐税、费用、关税和其他费用（不包括具体服务收费）。

- 1、 对方为实施本议定书而自行或委托他人转让、拥有、建造、修缮、或维护的设施或物业；
- 2、 对方为支持本议定书所涉活动而自行或委托他人进口、采购、拥有、使用、或处置（包括出口）的物件和服务；以及
- 3、 实施本议定书规定的对方人员或对方机构人员的私人财产。

第五条 知识产权

在本议定书项下开展的合作过程中创造或提供的知识产权的保护和分配须遵照《美中科技合作协定》《附件一》的规定。

第六条 免责声明

在本议定书项下，一方向另一方传送的信息均须为传送方所知及所信的精确信息；但传送方并不保证所传信息适合于接受方或任何第三方的任何使用或应用。

第七条 活动的策划与评审

双方各须指定一名首席代表，负责在双方同意的时间与对方代表会晤，审议本协定书项下开展的活动，并酌情策划未来的活动。

第八条 数据交换

双方确认所交换对地观测数据和相关活动要准确及时的意义。为了从这类数据中获得最大社会和科学效益，双方同意推动对地观测及相关数据活动在各自国家体制内的公开交换。

第九条 项目附件

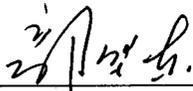
本议定书项下开展的任何活动均须双方事先书面同意。当计划的活动超出技术信息交换或人员访问的范畴时，此类活动须在本议定书项下另设《项目附件》对之加以描述。《项目附件》须用适于此类活动的措辞阐明工作计划、人员配置要求、预期费用、资金来源、以及议定书中未涉及的承诺、义务、或条件。如果本议定书的规定与《项目附件》的规定发生抵触，则以本议定书规定为准。

第十条 生效与终止

本议定书在双方签署后生效。在《美中科技合作协定》有效期间，本议定书执行有效期为 10 年。本议定书可随时由双方书面同意修订或补充。各方可在提前 90 天通过外交途径书面通知对方后终止本议定书。除非双方另行取得一致，本议定书的终止不得导致议定书终止前启动项目的失效或缩短；议定书将持续适用于此类项目，直至项目结束。

本协议在中国北京签署，所签署的议定书为中英文双语，各一式两份，两种语言版本具有同等法律效力。

FOR THE CENTRE FOR EARTH
OBSERVATION AND DIGITAL EARTH
OF THE CHINESE ACADEMY OF SCIENCES
OF THE PEOPLE'S REPUBLIC OF CHINA
(中华人民共和国中国科学院对地观测与数
字地球科学中心)



Signature (签名)

Huadong Guo

Name (姓名)

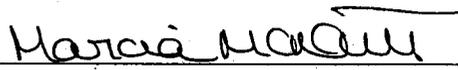
Director

Title (职位)

Date (日期)

2010年11月29日

FOR THE U.S. GEOLOGICAL
SURVEY OF THE DEPARTMENT
OF THE INTERIOR OF THE
UNITED STATES OF AMERICA
(美利坚合众国内政部地质调查局)



Signature (签名)

Marcia K. McNutt

Name (姓名)

Director

Title (职位)

November 2, 2010

Date (日期)