

DIPLOMATIC PROPERTIES

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

Signed at Washington November 17, 2003

with

Appendices



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 Properties

*Agreement signed at Washington
November 17, 2003;*

Entered into force November 17, 2003.

With appendices.

**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**

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") entered into 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 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 U.S. Side intends to construct its new embassy complex (hereinafter the "U.S. Project") on the Liang Ma He Site and the Chinese Side intends to construct its new embassy complex (hereinafter the "Chinese Project") on the ICC Site; 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").

The Parties hereby agree, in accordance with the principles of reciprocity and mutual benefit, on the following conditions for the construction of the U.S. Project and the Chinese Project:

I. 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 the U.S. Project and the Chinese Project.

2. Planning Data and Design Data

- 2.1 The Parties have provided each other with available and applicable planning data and design data. For the purposes of this Agreement, "planning data" refers to all information on technical aspects necessary for 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 Should the Construction Party require additional design and planning data, the Host Country shall provide available data promptly upon written request by the Construction Party.
- 2.3 The Construction Party shall have the right to develop, at its own cost and at any time (including before the time of the site turnover pursuant to Article 15.1 of this Agreement), its own technical information about the construction site, including but not limited to topographic, hydrological, environmental, boundary, or utility surveys or a detailed subsurface geotechnical exploration program.

3. Temporary and Permanent Utilities and Services

- 3.1 The Host Country shall, at its own cost, ensure the availability of the size and type of utilities and services that the Construction Party determines that it requires to meet the needs of its new embassy complex site and adjunct sites (provided that its required telecommunications are technically available and feasible on the part of the Host Country). A listing of the U.S. Side's temporary and permanent requirements is attached as Appendix A. The types of temporary and permanent requirements of the Chinese Side are the same as those of the U.S. Side. Specific requirements and technical parameters shall be provided to the U.S. Side upon completion of the Chinese Side's design project and shall serve as an integral part of this Agreement.
- 3.2 The Host Country shall, at its own cost, ensure the availability, reliability, and good working condition of the service mains for all utilities and services. These service mains shall be installed at or close to the boundary line of the Construction Party project site but shall not extend within the boundary line.
- 3.3 Temporary utilities and services for the new embassy complex site and adjunct sites shall be made available within 30 days after the signing of this Agreement.
- 3.4 The Construction Party shall, at its own cost, be responsible for the connections between the service mains and its own interface points. The location and design of Construction Party connections and interface points shall be coordinated through negotiations between the Parties.
- 3.5 Either Party may inspect the utility installations at the interface point; however, the Host Country shall not enter the Construction Party site to conduct any inspections.
- 3.6 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 missions.
- 3.7 There shall be no restrictions imposed by the Host Country on Construction Party selection of qualified Host Country providers of utilities and services.

- 3.8 At the Construction Party's request, the Host Country shall remove (or reroute) at its cost all functioning underground lines for utilities and services from the Construction Party project site. This work shall be completed before the time of the site turnover pursuant to Article 15.1 of this Agreement.
- 3.9 Construction Party installation and use of telecommunications equipment shall be in accordance with the VCDR and relevant Host Country laws and regulations.

4. Concrete Batch Station

- 4.1 The Parties shall have the right to set up and operate a concrete batch station on the construction site or on the temporary site (limited only to their respective construction sites and adjacent temporary sites).

5. Planning and Design Review and Approval

- 5.1 The Parties shall proceed with planning and design review and approval procedures for their respective projects by following the procedures and requirements listed below. The explanations and drawings specified below refer to architectural explanations and drawings.
- 5.2 For first stage approval, at the Preliminary Design stage, the Parties shall submit the following documents:
- 5.2.1 A written explanation, in English and Chinese, which explains the general plan for the building(s), the architectural treatment, and the design philosophy of the proposed design. This shall include an explanation in writing that the following elements all conform to applicable planning criteria: building areas, automobile/bicycle parking spaces, green space, property boundary setbacks, site coverage, shadow analysis, and building height. Particular attention should be given to explaining the historic or indigenous architectural and planning references from which the proposed design is derived.
- 5.2.2 A general site plan (1:400) showing proposed building footprint, property boundary setbacks, site access points, green space, and anticipated landscaping, buffering and screening.
- 5.2.3 Two basic site cross-sections (1:400).
- 5.2.4 Entry level floor plan (1:400) indicating the general arrangement of all building elements on the site;
- 5.2.5 One typical level floor plan of each building (1:400);
- 5.2.6 A three-dimensional representation showing the completed project. This representation shall be either perspective renderings or model photographs clearly showing how the project will be developed on site; and
- 5.2.7 Elevations of each side of the proposed buildings, including facade treatments and any special features (1:400).
- 5.3 For final approval, the parties shall, as soon as possible after first stage approval, submit design development documents including an update of

the material submitted in Article 5.2 of this Agreement in addition to the following materials:

- 5.3.1 A landscaping plan (1:400), including a list of all plant species to be used at the site and their locations;
 - 5.3.2 A listing of all exterior finishing materials and samples of significant exterior materials that comprise the proposed buildings and special features, including paving types;
 - 5.3.3 A 1:400 model of the site and buildings; and
 - 5.3.4 A description of the project's transportation management plan. The transportation management plan shall include the estimated number of people who will access the site on a daily basis, and their planned method of transportation to and from the site.
- 5.4 All fees associated with obtaining the required construction permits shall be waived by the Host Country or included in the flat fee to be paid under Article 16.7 of this Agreement.
 - 5.5 The Host Country must approve or disapprove (with a detailed statement of reasons) all submissions within 60 calendar days from the date of receipt of the submission.
 - 5.6 For the Chinese Project, the Chinese Side shall submit all documents under this Article to the Department of State, which shall issue all approvals under this Article. For the U.S. Project, the U.S. Side shall submit all documents under this Article to the Ministry of Foreign Affairs, which shall issue all approvals under this Article.

6. Construction Standards

- 6.1 The Host Country shall not enforce Host Country construction codes and standards through inspection.
- 6.2 The Parties agree that the Construction Party shall self-certify the safety of the installation and use of its special equipment such as elevators, boilers, and pressure vessels. Such equipment and installation shall be exempt from Host Country inspection on embassy project sites.

7. Temporary Sites and Facilities

- 7.1 The U.S. Side shall make available to the Chinese Side the temporary site at the University of the District of Columbia indicated in Appendix B-1 of this Agreement and the temporary site on the section of International Place street contiguous to the ICC Site indicated in Appendix B-2 to this Agreement.
- 7.2 The Chinese Side shall make available to the U.S. Side the temporary site by the Liang Ma He Site indicated in Appendix B-3 of this Agreement.
- 7.3 Within 30 days after the signature of this Agreement, the Parties shall sign separate use agreements for the temporary sites and provide the temporary sites on the agreed-upon terms and conditions. Use of the temporary site shall be limited to storage of construction materials and equipment, parking of vehicles, operation of a concrete batch station, and other support activities to assist construction, subject to applicable regulations.

7.4 Construction Party temporary sites shall be considered part of the premises of the Construction Party diplomatic mission and shall be inviolable under the VCDR.

7.5 The Construction Party shall have the right to seek any temporary easements for use during construction in accordance with applicable law. The Host Country shall facilitate the Construction Party's efforts in this regard.

7.6 The Host Country shall facilitate the acquisition of permits required for temporary facilities wherever located (including but not limited to fences, warehouses, construction office, and worker temporary housing) in support of the Construction Party project.

8. Temporary Housing

8.1 The Host Country shall assist the Construction Party's identification of temporary housing for its workers.

8.2 Temporary housing used by the Construction Party for its construction personnel that are mission members shall be deemed private residences of the Construction Party diplomatic mission members and shall be inviolable in accordance with the VCDR.

9. Diplomatic Status of Sites and Archives

9.1 The Liang Ma He Site and the ICC Site shall be considered part of the premises of the Construction Party's diplomatic mission under the VCDR from the date of delivery of possession.

9.2 All of the Construction Party's adjunct sites (including but not limited to temporary sites) shall be considered part of the premises of the Construction Party's diplomatic mission under the VCDR from the time each such site is approved by the Host Country and acquired by the Construction Party.

9.3 All sites referred to in Articles 9.1 and 9.2 of this Agreement shall be inviolable and under the total control of the Construction Party.

9.4 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 new 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 mission of the Construction Party and shall be inviolable under the VCDR.

10. Personnel and Companies

10.1 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.

10.2 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 referred to in Article 16.7 of this Agreement.

10.3 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.

10.4 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.

10.5 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 nationals who are qualified.

The U.S. Side's construction personnel of U.S. nationality will be issued service visas. The Chinese Side's construction personnel of Chinese nationality will be issued A-2 visas. The U.S. Side's construction personnel of third country nationality will be issued ordinary visas. The Chinese Side's construction personnel of third country nationality will 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 notes shall be served to the Ministry of Foreign Affairs of China or the U.S. Department of State, and the Parties will provide necessary assistance.

10.6 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 to the Construction Party diplomatic mission as administrative and technical staff of the mission for the duration of their functions. These personnel shall enjoy the privileges and immunities afforded to administrative and technical staff as specified in the VCDR; but this does not apply to any obligation to compensate Host Country nationals for their personal injuries arising from acts performed outside the course of official duties.

11. Shipments

11.1 The Construction Party shall have the right to import and export all project-related materials and equipment (including 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 VCDR.

11.2 Pursuant to Article 27 of the VCDR, the Construction Party shall have the right to import and export project-related articles in the diplomatic bag, with such articles being limited only to a minority of project-related articles. The diplomatic bag shall be sealed and shall bear visible marks of its character. The amount, size, and weight of project-related diplomatic bag shipments should be reasonable. Shipping containers shall not be used as diplomatic bags for project-related shipments.

- 11.3 Upon the arrival of the diplomatic bag at the Host Country port of entry, Host Country customs authorities shall complete release procedures expeditiously within 24 hours of receipt of written application from the Construction Party. The Construction Party should, in compliance with Host Country requirements, serve prior notice no less than 24 hours before arrival.
- 11.4 The diplomatic bag shall not be opened or detained at any time. The Construction Party shall have the right to have the diplomatic bag accompanied by diplomatic couriers at all times, including during the customs clearance process.
- 11.5 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. On the premise that the Construction Party abides by Host Country laws and regulations, the Construction Party may transport its 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. If necessary, the Construction Party may have access to its shipments pursuant to relevant Host Country regulations. Based on the principle of reciprocity, the Host Country shall provide assistance to achieve this.
- 11.6 As a special bilateral arrangement, the Host Country customs shall release, without inspection, construction materials and equipment shipped as special dedicated project materials for the Construction Party's embassy, and shall finish procedures for release within 48 hours of the landing of the articles and submission of written declaration to the customs authorities 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.
- 11.7 The Parties pledge that construction materials and equipment shipped as special dedicated project materials for the embassy, as well as equipment installed and used, shall all respect relevant provisions of the VCDR 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. No equipment or instruments that endanger Host Country security shall be imported. In the event the Host Country determines that the other party is importing equipment or instruments that endanger its national security, or that the materials and equipment shipped do not conform to the declaration, the Host Country shall have the right to inspect. Such inspections shall be conducted in the presence of the Construction Party's diplomatic 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.
- 11.8 For materials and equipment imported into the United States, the ports of entry shall be the Port of New York and New Jersey for surface shipments and J. F. K. International Airport for air shipments. For materials and equipment imported into China, the ports of entry shall be the Port of Tianjin for surface shipments and Beijing Capital International Airport for air shipments. The Parties note their willingness to discuss possible alternate ports of entry, provided, however that the Host Country has the ability to provide prompt service at alternate ports.

- 11.9 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.
- 11.10 The Parties agreed that shipping and labeling of all hazardous materials shall conform to international standards and requirements.
- 11.11 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. 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).

12. Local Acquisition

- 12.1 If necessary, the Host Country shall facilitate the acquisition and delivery of locally manufactured items, materials, equipment (including vehicles), and services necessary for the new construction. 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.
- 12.2 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.

13. Vehicles

- 13.1 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. The number of passenger vehicles (e.g., sedans, minivans, and SUVs) to be imported for the project duty-free shall not exceed 70 at any time during construction.
- 13.2 Construction vehicles to be used in the project may be imported as embassy diplomatic cargo or locally obtained pursuant to local laws.
- 13.3 Construction Party vehicles with diplomatic license plates/plaques shall be considered a constituent part of the means of transport of the Construction Party's diplomatic mission under the VCDR and shall be inviolable.
- 13.4 Construction Party vehicles shall be properly insured (including for third party liability) and registered in accordance with Host Country laws and regulations.
 - 13.4.1 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"). The Chinese Side's commercial/heavy duty vehicles shall be registered with state or local authorities, but OFM shall issue a diplomatic plaque indicating their diplomatic status.

13.4.2 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 in accordance with existing regulations and practices in China and shall be issued diplomatic license plates.

13.4.3 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 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.

13.4.4 Operator licenses for commercial/heavy-duty vehicles, small buses, and vans used by Construction Party personnel shall be issued in accordance with existing Host Country laws and procedures.

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

14. Site Access and Work Hours

14.1 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 facilitate appropriate requests for waivers of such regulations, if necessary.

14.2 Construction Party work hours shall be determined by local regulations. The Host Country shall facilitate appropriate requests for waivers of such regulations, if necessary.

15. Project Coordination

15.1 Site Turnover

The Host Country agrees to turn over the project site to the Construction Party within 15 days after the signature of this Agreement.

15.2 Payment Schedule

Article III of the Liang Ma He Property Agreement and Article 4, paragraph 3(a) of the 2000 MOU are hereby replaced in their entirety with the following: "In full satisfaction of its payment obligations, the U.S. shall make a payment to China of US\$16,095,336 within 15 days after the signature of this Agreement."

Article III of the ICC Property Agreement and Article 4, paragraph 3(b) of the 2000 MOU are hereby replaced in their entirety with the following: "In full satisfaction of its payment obligations, China shall make a payment to the U.S. of \$1,986,464 within 15 days after the signature of this Agreement."

15.3 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 applicable regulations. Such work shall be limited to removing unsuitable existing soil and debris from the site and conducting an engineered fill operation to add new fill material to the site.

15.4 Commencement of General Construction

Upon signature of this Agreement, the Host Country shall provide assistance to the Construction Party in obtaining planning and design approval as required in Article 5 of this Agreement so that the general construction may commence after November 17, 2003.

15.5 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. The Construction Party shall have the right to occupy its project after January 1, 2007 according to its plans.

16. Taxes and Fees

16.1 The Parties hereby confirm that the tax arrangement reflected in the U.S. Side's diplomatic note number 02-74 dated April 4, 2002 (attached as Appendix C-1), and the Chinese Side's diplomatic note number CE 109/02 dated April 15, 2002 (attached as Appendix C-2), applies to the U.S. Project and the Chinese Project.

16.2 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 and U.S. and third country project-related companies shall independently enter into contracts at the business tax-excluded price.

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

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

16.5 The Construction Party shall have the right to register its interests in its new embassy complex upon completion of construction free of charge. The Host Country shall provide assistance in this regard.

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

16.7 The U.S. Side shall pay the Diplomatic Services Bureau a flat fee to be negotiated reflecting specific services rendered.

17. Guideline for Future Agreements

17.1 To the extent practicable and consistent with Host Country law, the relevant principles and arrangements in this Agreement 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. The Parties shall hold separate discussions to enter into agreements with respect to these projects.

18. Applicable Law and Dispute Resolution

18.1 This Agreement shall, to the extent it amplifies or modifies the terms of the Liang Ma He Property Agreement, the ICC Property Agreement, the 2000 MOU, the 1995 MOU, and the 1991 Agreement, take precedence over such terms.

- 18.2 If any issue is not addressed in this Agreement, the Parties shall refer to the Liang Ma He Property Agreement, the ICC Property Agreement, the 2000 MOU, the 1995 MOU, the 1991 Agreement, and relevant diplomatic notes. Any issue not addressed in these documents shall be addressed through mutual consultation between the Parties.
- 18.3 Should any dispute arise out of the implementation of this Agreement the Parties shall first address the dispute through informal working-level consultations.
- 18.4 Any disputes that are not resolved through such informal working-level consultations shall be resolved through diplomatic channels.
- 18.5 The Parties confirm that other future large-scale construction projects in the Host Country shall not affect their obligations under this Agreement.

19. Notices

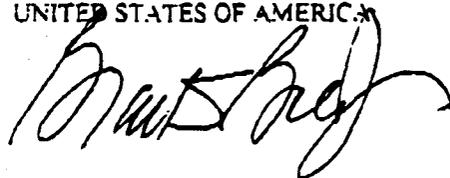
- 19.1 All notices and other formal communications required by or in implementation of this Agreement shall be in the form of diplomatic note.
- 19.2 With respect to the U.S. Project, notices shall be directed to the Embassy of the United States of America to the People's Republic of China and to the Ministry of Foreign Affairs of the People's Republic of China (Administrative Department).
- 19.3 With respect to the Chinese Project, 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).

20. Miscellaneous

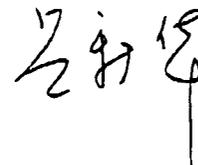
- 20.1 This Agreement is done in duplicate in the English and Chinese languages, each text being equally authentic.
- 20.2 This Agreement shall enter into force on the date of the last signature below.
- 20.3 This Agreement shall be amended or extended only upon written agreement by both Parties.
- 20.4 The Parties shall give written notice upon the completion and entry into use of both Parties' projects in accordance with their respective plans. This Agreement shall terminate on the date of receipt of the last notice.

IN WITNESS WHEREOF, this Agreement is concluded on November 17, 2003, in Washington.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA



FOR THE GOVERNMENT OF THE
PEOPLE'S REPUBLIC OF CHINA



六月十二日，二零零二年
June 12, 2002

临时市政设施工程的初步估算
Preliminary Estimate of Temporary Utilities Needs

电力 Electrical	1000 千伏安 (在两座有 125 毫米的管道——一处东座，一处西座) 1000KVA (125mm conduit @ 2 locations - one in East, one in West)
冷却 Cooling	无 none
供暖 Heating	无 none
天然气 Natural Gas	无 none
上水 Water	一天 28 立方米/座污水 36 cubic meters per day / temporary and 一天 100 立方米/座工用水 (在—处有 85 毫米的管) 100 cubic meters per day / construction (85mm pipe @ 1 location)
下水 Sanitary	一天 30 立方米 (在—处/座有 100 毫米的管) 30 cubic meters per day (100mm pipe @ 1 location/each)

电信
Telecommunication

有线系统要求
Conduit System Requirements

两 E-1 点对点数字电路
Two (2) E-1 point to point digital circuits

12 条标准铜线线路 (3-75 毫米的管道)
Twelve (12) standard cabling lines (three (3)-75mm conduit)

无线电系统要求
Radio Frequency Requirements

四组窄带(UHF)/宽带(VHF) 全双工无线电频道
Four (4) UHF/VHF full duplex radio channels

一套 VSAT (超小孔径终端) 系统
One (1) VSAT (Very Small Aperture Terminal) system

— INMARSAT 终端
One (1) INMARSAT terminal

— 点对点 E-1 微波链路 (设备)
One point to point E-1 microwave link (equipment)

六月十二日，二零零二年
June 12, 2002

永久市基础设施的初步估算
Preliminary Estimate of Permanent Utilities Loads

电力
Electrical

电源 Power	1494 千伏安 KVA
灯光照明 Lighting	1174 千伏安 KVA
电梯 Elevator	640 千伏安 KVA
供暖 Heating	0 千伏安 (暖气) KVA (gas)
冷却 Cooling	3289 千伏安 KVA
管道(火警服务) (Pumping (Fire, Service))	1120 千伏安 KVA
其他设备 Misc. (Misc. equipment)	631 千伏安 KVA
总计 Total	6300 千伏安 (在 一处有 6 根-125 毫米的管道) 87000KVA (在 6 根 6-125mm conduct @ 1 location)

冷却 Cooling	2100 吨 tons
供暖 Heating	5300 千瓦 kW
天然气 Natural Gas	一天 700 立方米 (在 一处有 250 毫米的管) 700 cubic meters per day (250mm pipe @ 1 location)
上水 Water	一天 800 立方米 (在 一处有 200 毫米的管) 800 cubic meters per day (200mm pipe @ 1 location)
下水 Sanitary	一天 720 立方米 (在 两处有 250 毫米的管) 720 cubic meters/day (250mm pipe @ 2 locations)
污水 Storm	一秒 1300 立方 (在 两处有 400 毫米的管) 1300 liters per second (400mm pipe @ 2 locations)

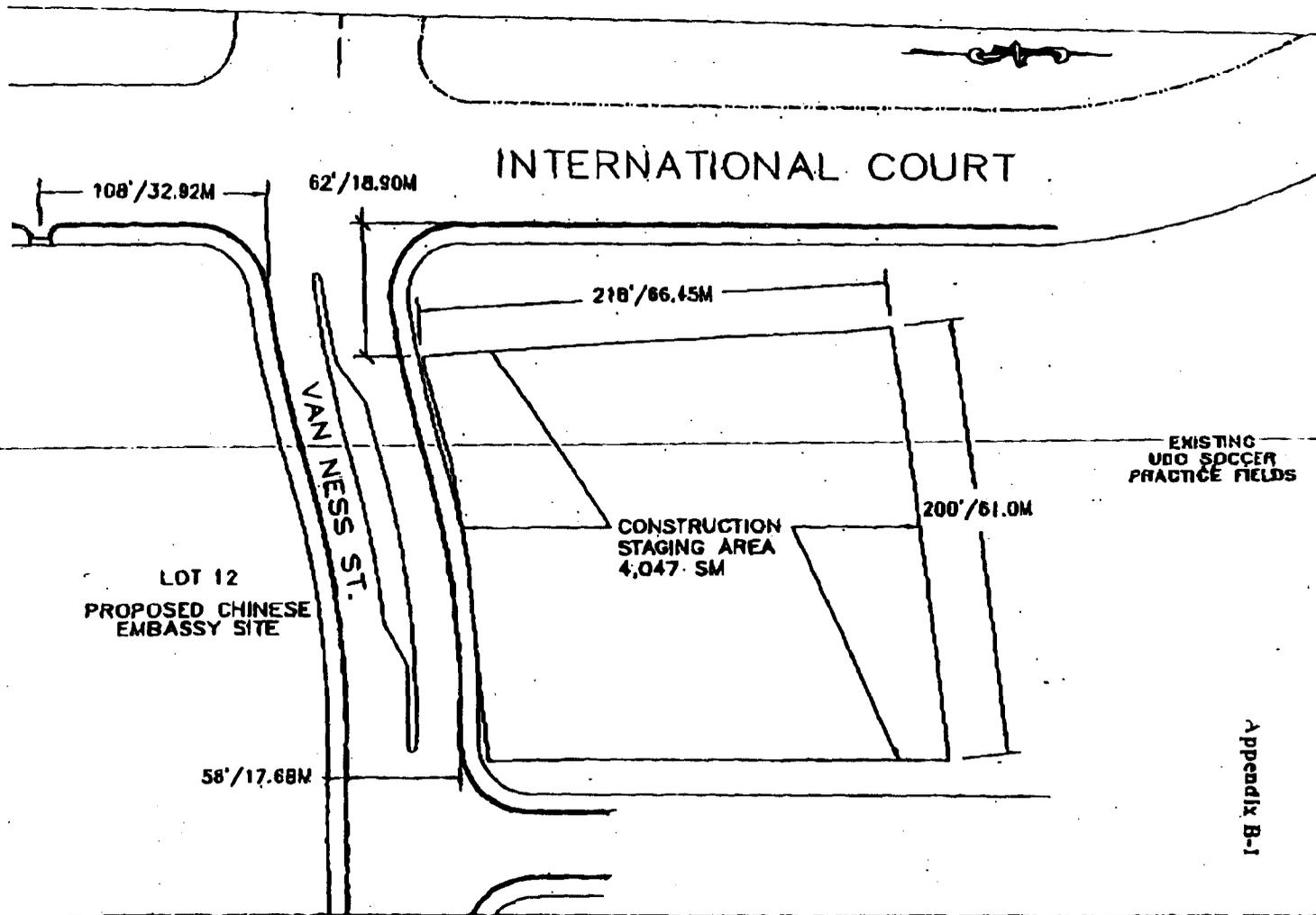
电讯
Telecommunication

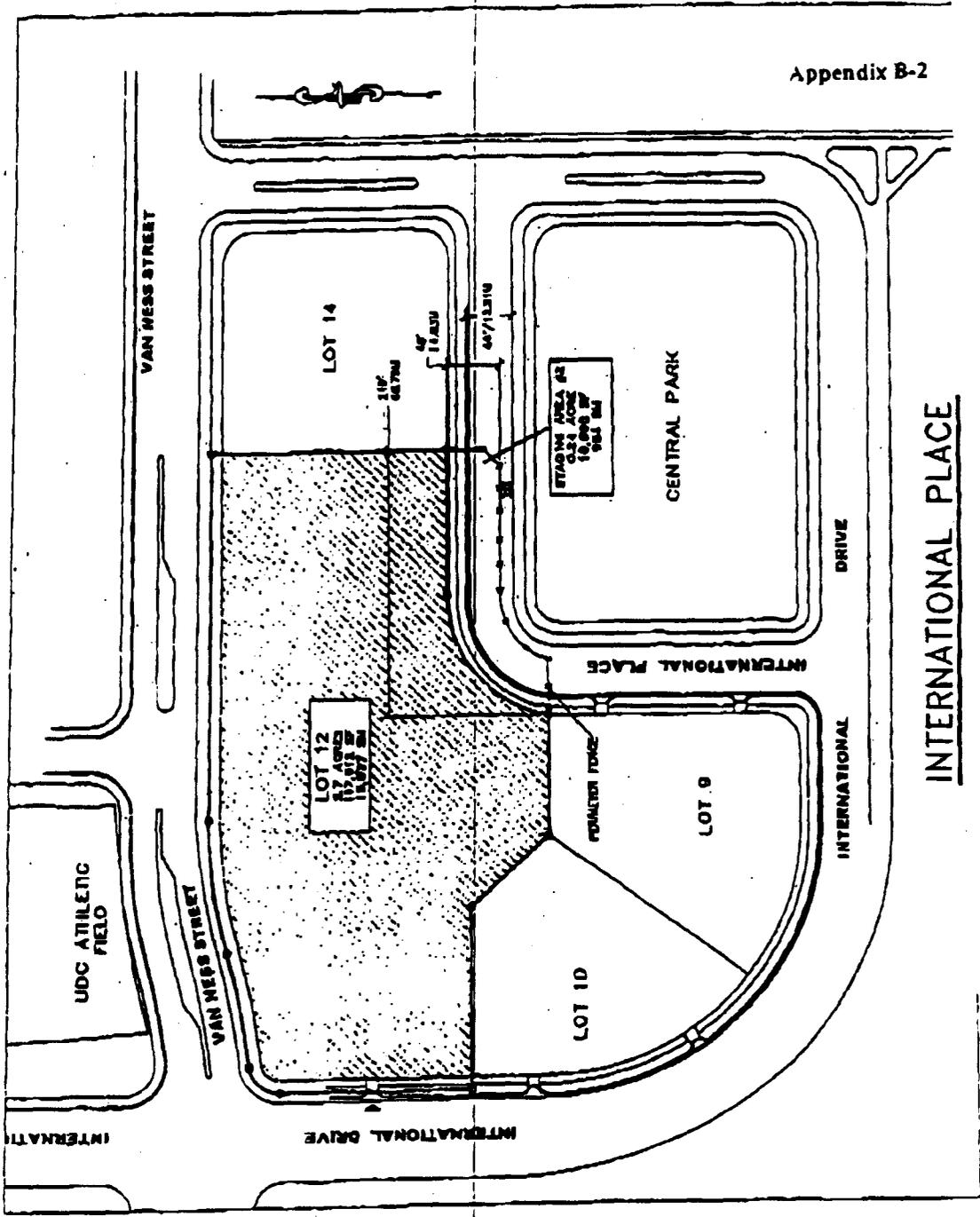
有线系统需求
Cable System Requirements

- 一 E-3 电讯电路
One (1) E-3 Telecommunications Circuit
- 两 E-1 电讯电路
Two (2) E-1 Telecommunications Circuits
- 70 条标准模拟线路
Seventy (70) standard analog lines
- 商业有线电视服务
Commercial Cable Television Service
- 所有服务都要有 50% 的扩充容量
All services to have provision for 50% expansion
- 10 E-1 数字电路 (两个接入点)
Ten (10) E-1 point to point digital circuits (2 points of entry)
- 200 条标准模拟线路 (两个接入点 - 共八根 100 毫米的管道分成两束四根)
Two hundred (200) standard analog lines (2 points of entry - eight total (8) 100mm cables separated into two bundles of four)

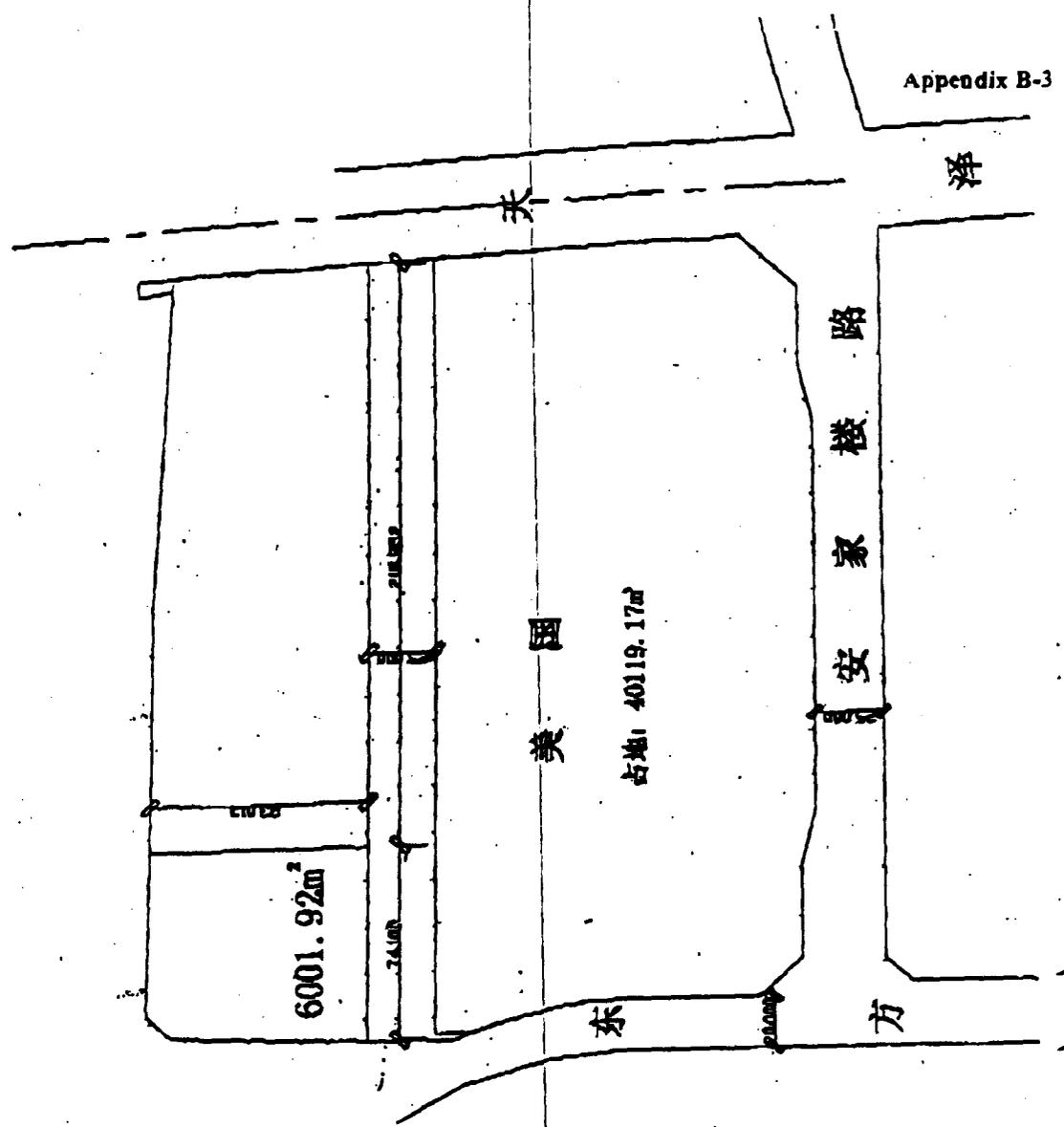
无线电频率需求
Radio Frequency Requirements

- 四组高频(UHF)/甚高频(VHF) 全双工无线电系统
Four (4) UHF/VHF Full duplex radio systems
- 一套 VSAT (超小孔径终端) 系统
One (1) VSAT (Very Small Aperture Terminal) system
- 一 INMARSAT 终端
One (1) INMARSAT terminal
- 一点对点 E-1 卫星链路 (按类)
One point to point E-1 interwave link





INTERNATIONAL PLACE



02-74

The Department of State refers to the productive discussions between the Chinese side and the United States side on March 7 and 8, 2002, regarding the establishment of reciprocal tax exemption for the diplomatic mission and consular posts of each government and their eligible members. This note reflects the understanding reached between the United States and China under the Vienna Convention on Diplomatic Relations and the Vienna Convention on Consular Relations and the China-United States Consular Convention of 1980.

For China, the United States is prepared to grant, on the basis of reciprocity, the following tax privileges and procedures for the Chinese Embassy and its consulates and eligible personnel in the United States:

1. Official point-of-sale tax-exemption cards for the diplomatic mission and its consular posts, with no minimum purchase requirement and no excluded sectors or commodities, valid for three years:

DIPLOMATIC NOTE

2. Perennial point-of-sale tax-exemption cards for the eligible members of the diplomatic mission and its consular posts, with no minimum purchase requirement and no excluded sectors or commodities, valid for three years;
3. Tax-exemption privileges on gasoline and diesel, for the diplomatic mission, its consulates, and eligible personnel, with no minimum purchase requirement;
4. Utility tax-exemption privileges for the diplomatic mission, its consulates, and eligible personnel, with no minimum purchase requirement; and
5. Upon request by the Embassy for each project, point-of-sale exemption from all taxes associated with new mission construction or renovation of offices and residences. This would include tax exemption for goods and services associated with diplomatic or consular construction or renovation and also purchases for such projects made on behalf of the People's Republic of China by its

contractors and subcontractors acting as ice purchasing agents.

For the United States, China is prepared to grant, on the basis of reciprocity, the following tax privileges and procedure for the United States Embassy and its consulates and eligible personnel in China:

1. The reimbursement of invoices from the relation for Value Added Tax (VAT) submitted every two months; the processing of invoices for purchases of all goods and services with a minimum purchase requirement of 100 renminbi; and the processing of VAT refund requests within 30 days from receipt of the submission;
2. The reimbursement of invoices from eligible mission personnel for Value Added Tax (VAT) submitted every two months; the processing of invoices for purchases of all goods and services with a minimum purchase requirement of 100 renminbi; and the processing of VAT refund requests within 30 days from receipt of the submission;

3. Tax-exemption privileges on gasoline and diesel, for the diplomatic mission, its consulates, and eligible personnel, with no minimum purchase requirement;
4. Utility VAT reimbursement privileges for the diplomatic mission, its consulates, and eligible personnel, with no minimum purchase requirement; the Chinese side will establish procedures to provide reimbursement of VAT on utilities not directly billed to the United States Embassy or consulates; and
5. Reimbursement for all taxes associated with new mission construction or renovation of offices and residences. This would include VAT reimbursement for goods and services associated with diplomatic and consular construction or renovation as well as for purchases for such projects made on behalf of the United States by its contractors and subcontractors acting as its purchasing agents. Receipts will be submitted by the United States Embassy.

If there is a material departure from this arrangement by one side, the other side may, in the

case of China, suspend VAT rebates and, in the case of the United States, recall sales-tax exemption cards, and the Chinese side will cooperate with such recall.

Should the above arrangement also reflect the understanding of the Chinese side, the Department requests a note in confirmation from the Embassy of China. Upon receipt of such note, the tax exemption and reimbursement arrangement outlined above will become immediately effective on a reciprocal basis.

Department of State,

Washington, APR - 1 2002