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PROTOCOL  
BETWEEN  
THE U.S. GEOLOGICAL SURVEY  
OF THE  
DEPARTMENT OF THE INTERIOR  
OF THE UNITED STATES OF AMERICA  
AND THE  
CHINA NONFERROUS METALS INDUSTRY ASSOCIATION  
OF THE  
PEOPLE'S REPUBLIC OF CHINA  
CONCERNING  
SCIENTIFIC AND TECHNICAL COOPERATION  
IN THE MINERAL AND EARTH SCIENCES

ARTICLE I. SCOPE AND OBJECTIVES

1. The U.S. Geological Survey of the Department of the Interior of the United States of America (hereinafter referred to as the "USGS") and the China Nonferrous Metals Industry Association of the People's Republic of China (hereinafter referred to as the "CNIA") hereby agree to pursue scientific and technical cooperation in the mineral and earth sciences in accordance with this Protocol.
2. The purpose of this Protocol is to provide a framework for the exchange of scientific and technical knowledge and the augmentation of scientific and technical capabilities of the USGS and the CNIA (hereinafter referred to as the "Party" or "Parties") with respect to the mineral and earth sciences.
3. This Protocol is subject to and governed by the Agreement between the Government of the United States and the Government of the People's Republic of China on Cooperation in Science and Technology, signed at Washington on January 31, 1979, as amended and extended (hereinafter referred to as the "S&T Agreement").
4. 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.
5. 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 ongoing programs of the Parties. Specific areas of cooperation may include, but are not limited to, such areas of mutual interest as:

- A. Mineral and energy resources activities;
- B. Earth-science investigations-hazards, resources, and environment;
- C. Biology and biological investigations and technical developments;
- D. Geospatial data applications;
- E. Water resources and other hydrologic investigations; and
- F. Information systems.

2. Activities under this Protocol shall be undertaken in accordance with the laws, regulations, and procedures 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 any particular expenditure or commitment of resources or personnel. In accordance with Article VIII below, the Parties shall agree in writing upon specific Project Annexes before the commencement of each activity pursuant to this Protocol.

## 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:

- A. All transfer, ownership, construction, renovation or maintenance of facilities or property by or on behalf of the other Party to implement this Protocol.
- B. 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
- C. 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 V. 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 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 other Party's representative to review the activities under this Protocol and develop proposals for future activities, as appropriate.

#### ARTICLE VIII. 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 is 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 IX. 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 Reston and Beijing, 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 THE CHINA NONFERROUS METALS INDUSTRY ASSOCIATION OF THE PEOPLE'S REPUBLIC OF CHINA:

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

P. Patrick Leahy  
\_\_\_\_\_  
Name

Pan Wenju  
\_\_\_\_\_  
Name

Acting Director  
\_\_\_\_\_  
Title

Deputy Secretary General  
\_\_\_\_\_  
Title

July 27, 2006  
\_\_\_\_\_  
Date

July 27, 2006  
\_\_\_\_\_  
Date

I certify that this is a true copy of the original Protocol.

  
\_\_\_\_\_  
Deë Dee Poole  
International Program Specialists  
Geology, U.S. Geological Survey

8/14/06  
\_\_\_\_\_  
Date