

PEACE CORPS

**Agreement Between the
UNITED STATES OF AMERICA
and the PEOPLE'S REPUBLIC OF CHINA**

Signed at Beijing June 29, 1998



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.”

PEOPLE'S REPUBLIC OF CHINA

Peace Corps

*Agreement signed at Beijing June 29, 1998;
Entered into force June 29, 1998.*

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA
CONCERNING THE UNITED STATES VOLUNTEER
PROGRAM IN CHINA

The Government of the United States of America and the Government of the People's Republic of China (hereinafter referred to as "Party" or "Parties"), recognizing the importance of developing friendship and cooperation between their countries, have agreed as follows:

ARTICLE I

1. The Government of the United States will send to China such Volunteers through the Peace Corps Program (to be known in China as the U.S. - China Friendship Volunteers and hereinafter referred to as "Volunteers" or the "Program") as may be mutually agreed by the two Parties to perform mutually agreed tasks in China.
2. The Volunteers will work under the immediate supervision of governmental and private organizations in China designated by our two governments. For these purposes, the Ministry of Education has responsibility for matters affecting the Program that involve the national or local governments, including taking administrative action, policy decisions, interagency cooperation, consultation with other ministries regarding programming outside the education sector, or national coordination. The Chinese Education Association for International Exchange, acting under the general guidance and supervision of the Ministry of Education, has primary responsibility for helping to facilitate and coordinate Program operations at the local level.
3. The Government of the United States will provide training to enable the Volunteers to perform their tasks in the most effective manner.
4. The Government of China will facilitate matters for the Program and bear such share of the costs of the Program incurred in China as the two Parties may agree.

ARTICLE II

1. The Volunteers should obey the laws of China and the rules and regulations of their Program site work unit. The Government of China, as the host country, will accord equitable treatment to the Volunteers and their property; accord them all necessary aid and protection, including treatment no less favorable than that accorded generally to nationals of the United States residing in China; and fully inform, consult, and cooperate with representatives of the United States with respect to all such matters.
2. The Government of China will exempt the Volunteers and persons performing functions under contract with the Program who are not citizens of China from all taxes on payments that they receive to defray their living costs, on income derived from their work for the Program, and on income from other sources outside China; and from all customs duties or other charges on their personal property introduced into China for their own use. The Government of China will issue, without fee, residence permits, health certificates, and

visas, including multiple-entry visas, to Volunteers and persons performing functions under contract with the Program and will absorb any other charges or fees required for such persons to serve in China, except license fees.

ARTICLE III

1. The Government of the United States will provide the Volunteers with such limited quantities of equipment and supplies as the two Parties may consider necessary to enable the Volunteers to perform their tasks effectively.
2. The Government of China will exempt from all taxes (including the value-added tax on vehicles), customs duties, and other charges all Program equipment and supplies introduced into or acquired in China by the Government of the United States, or any contractor financed by it, for use hereunder.

ARTICLE IV

1. For effective implementation of the Program in China, the Government of China will receive an official Program Representative of the United States to serve as Program Director in China (hereinafter referred to as "Director") and such staff to work with the Director (including employees and contractor personnel as designated by the Director), and members of their families forming part of their households, as are acceptable to the Government of China. The Government of China will exempt such persons who are not citizens of China from all taxes on income derived from their work for the Program or other sources outside China; and from all customs duties or other charges on their personal property introduced into China for their own use.
2. The Director, staff, and members of their families forming part of their households, who are not citizens of China, shall be accorded status equivalent to that accorded administrative and technical staff personnel of the diplomatic mission of the United States, except they will not be accorded immunities.
3. The Government of China will issue, without fee, residence permits, health certificates, and visas, including multiple-entry visas, to the Director, staff, and individuals performing functions under this Agreement, and members of their families forming part of their household, except that a fee will be charged for visas issued to accompanying spouses who are engaged in other work in China and to children who are more than 18 years of age. The Chinese Party will absorb any other charges or fees required for such persons to serve in China, except license fees.

ARTICLE V

The Government of China will exempt from investment and deposit requirements and currency controls or restrictions all funds introduced into China to pay for Program costs, operations, or activities under this Agreement by the Government of the United States or contractors financed by it. Such funds shall be convertible into the currency of China at the highest rate that is not unlawful in China.

ARTICLE VI

1. Appropriate representatives of the two Parties may make such arrangements with respect to the Volunteers and the Program in China as appear necessary or appropriate for the purpose of implementing this Agreement.
2. Any disputes arising under this Agreement will be resolved amicably by the two Parties.

ARTICLE VII

The activities of each Party under this Agreement are subject to the availability of appropriated funds.

ARTICLE VIII

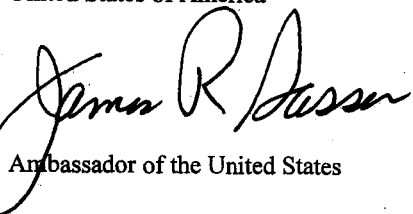
This agreement may be amended by mutual consent of the two Parties.

ARTICLE IX

This Agreement shall enter into force on the date of signature and shall remain in force until ninety days after the date of the written notification from either Party to the other of its intention to terminate the Agreement.

Signed in Beijing on the 29th day of June 1998, in duplicate, in the English and Chinese languages, each text being equally authentic.

For the Government of the
United States of America



Ambassador of the United States

For the Government of the
People's Republic of China



Vice Minister of Education

中华人民共和国政府与美利坚合众国政府 关于在中国实施美国志愿者项目的协议

中华人民共和国政府与美利坚合众国政府（以下简称“签约方”或“签约双方”）认识到发展两国友好与合作关系的重要性，达成以下协议：

第一条

- 1、经签约双方同意，美国政府将通过和平队项目（在中国称“美中友好志愿者”，以下简称“志愿者”或“项目”）向中国派遣志愿者，执行签约双方同意的在中国的任务。
- 2、志愿者将在两国政府指定的中国政府部门和民间机构直接指导下工作。为此，中国教育部将负责与项目有关的涉及中央和地方政府方面的事务，包括采取行政措施、制定政策、协调各部门间的合作，就涉及教育领域以外的活动与有关部委协商，进行全国性统筹；在教育部的全面指导和监督下，中国教育国际交流协会主要负责推动和协调项目在地方的实施工作。
- 3、美国政府将为志愿者提供培训以使他们能最有效地执行其肩负的任务。
- 4、中国政府将为项目的实施提供方便，并分担经签约双方同意的在中国项目的有关费用。

第二条

- 1、志愿者应遵守中国法律及项目所在单位的规章制度。作为东道国，中国政府将公平地对待志愿者及其财产，予以任何必要的帮助和保护，包括提供至少与其他在中国居住的美国人同等的待遇，并就有关事宜向美方代表通报详细情况、进行磋商与合作。

2、 中国政府将免除志愿者及项目外籍合同工作人员的以下税收：生活费收入、志愿者项目工作的收入、其它来自中国境外的收入；同时免除其携带入境的个人自用物品的全部关税或其它费用。中国政府将免费发给志愿者和项目外籍合同工作人员在中国工作的居留证、健康证明、签证（包括多次出入境签证）并将负担与其在中国服务相关的任何其它费用，但证照费除外。

第三条

- 1、 美国政府将为志愿者提供签约双方认为有必要的并有利于其有效执行任务的少量设备及物品。
- 2、 对于由美国政府或由美方出资的承包商引进的、或在中国采购的与项目有关的设备及物品，中国政府将免征全部税收（包括车辆购置附加费）、关税及其它费用。

第四条

- 1、 为了有效地实施本项目，中国政府将接受经中方同意的一名美国官方项目代表来华担任项目主任（以下称项目主任）、工作人员（包括项目主任指定的雇员及其他合同人员）及其与他们同住的家庭成员。对于上述外籍工作人员为项目工作所获的收入以及其它来自中国境外的收入，中国政府将免征税收，同时免除其携带入境的个人自用物品的关税或其它费用。
- 2、 项目主任、外籍工作人员及与他们同住的家庭成员将享有美国外交使团行政及技术人员同等的身份，但他们不享有外交豁免权。
- 3、 中国政府将免费为项目主任、工作人员、承担与此协议有关任务的人员以及与他们同住的家庭成员办理居留证、健康证明和签证（包括多次入境签证）。他们的随行配偶如在中国从事其它工作或子女年满18岁以上，将不免除签证费。中方将负担与他们在中國服务相关的任何其它费用，但证照费除外。

第五条

对于美国政府或由美方出资的承包商根据本协议引入中国用于支付项目运行及其它活动所需的资金，中国政府将使其免受中国投资、存款及货币流通制度的限制。此项资金应能在中国以合法的方式按最高汇率兑换成中国货币。

第六条

- 1、为执行本协议，在必要或合适的时候，签约双方的合适代表可就志愿者及项目进行磋商。
- 2、任何有关本协议的争论，都将由签约双方友好协商解决。

第七条

本协议规定的活动应根据签约双方各自财政拨款情况而定。

第八条

本协议经签约双方同意可进行修改。

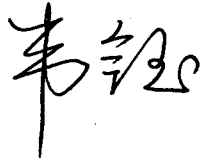
第九条

本协议自签署之日起生效，签约双方任何一方若以书面形式通知对方终止本协议，则本协议自通知发出之日起九十天失效。

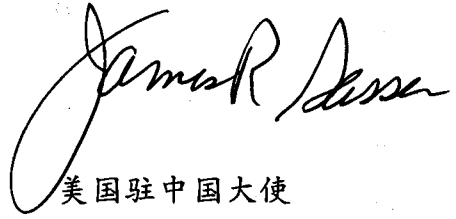
本协议于一九九八年六月二十九日在北京签订，一式两份，每份均用中文和英文写成，两种文本具有同等效力。

中华人民共和国政府代表

美利坚合众国政府代表



教育部副部长



美国驻中国大使