

**AGREEMENT TO AMEND AND EXTEND THE  
PROTOCOL  
ON COOPERATION IN THE FIELD OF ATMOSPHERIC SCIENCE AND  
TECHNOLOGY  
BETWEEN THE  
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION  
OF THE UNITED STATES OF AMERICA  
AND THE  
CHINA METEOROLOGICAL ADMINISTRATION  
OF THE PEOPLE'S REPUBLIC OF CHINA**

The National Oceanic and Atmospheric Administration of the United States of America and the China Meteorological Administration of the People's Republic of China (formerly the Central Meteorological Bureau) (hereinafter referred to as "the Parties"),

Acting under 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 amended and extended (hereinafter referred to as the "Science and Technology Agreement");

For the purpose of promoting cooperation and collaboration in the field of atmospheric science and technology;

Recognizing the benefits to be derived by both Parties from close continued cooperation in these fields begun under the Protocol for Cooperation in the Field of Atmospheric Science and Technology, signed on May 8, 1979, as amended and extended;

Have agreed as follows:

**ARTICLE 1**

The Parties agree to cooperate with each other in the field of atmospheric science and technology.

**ARTICLE 2**

The Parties agree to conduct exchanges and collaborative activities on the basis of equality, reciprocity and mutual benefit.

### ARTICLE 3

Cooperation under this Agreement may include the following:

- (A) Exchange and provision of information and data on scientific and technical developments, activities and practices in the field of atmospheric science and technology;
- (B) Exchange of scientists, engineers, and other specialists, including visits of delegations or teams of specialists to the scientific establishments and institutions of the other Party, and/or exchange of personnel for training purposes;
- (C) Exchange and provision of equipment, samples, instruments and components for testing, evaluation and other purposes;
- (D) Collaborative research and joint organization of symposia, seminars and lectures;
- (E) Such other forms of cooperation to which the Parties mutually agree.

### ARTICLE 4

By mutual agreement, the Parties may invite personnel from other scientific groups to participate in projects carried out under this Agreement. For example, these participants may include other government agencies, institutions, universities, and technical experts from the United States of America or the People's Republic of China.

### ARTICLE 5

- (A) Specific activities discussed and agreed by the Parties, including the tasks, obligations and conditions with respect to the conduct of such activities, shall be embodied in Annexes attached to this Agreement.
- (B) All activities undertaken pursuant to this Agreement shall be subject to the applicable law of the Parties, as well as the availability of funds, personnel, and other resources of each Party.
- (C) Responsibility for the payment of costs of cooperative activities shall be decided by mutual agreement on a case-by-case basis. However it is generally expected that for mutual exchanges, the dispatching Party shall cover round trip travel expenses while the receiving Party shall bear the expenses of lodging, board and transportation within its territory.
- (D) In the case of any inconsistency in the terms of this Agreement and the terms of the Science and Technology Agreement, the terms of the Science and Technology Agreement shall control.
- (E) All questions or conflicts arising from activities carried out under this Agreement shall be settled by mutual agreement of the Parties.

## ARTICLE 6

In connection with the implementation of agreed activities, each Party will, consistent with the laws, regulations and practice of its country, make every effort to assist the other Party with administrative and legal requirements, including the procurement of visas and making arrangements for lodging, board and transportation.

## ARTICLE 7

In order to coordinate the activities under this Agreement, a working group of the Parties shall be established. Each Party will designate three persons to be members of the working group, one of whom from each Party will act as co-chairperson. The co-chairpersons designated by each Party may, by mutual agreement, decide upon the adoption, coordination and implementation of cooperative activities and on other related matters. When necessary, the co-chairpersons, by mutual agreement, may call meetings of the working group on an irregular basis to consider matters related to the implementation of this Agreement.

## ARTICLE 8

Scientific and technological information derived from cooperative activities under this Agreement may be made available, unless otherwise agreed in an Annex under Article 5, to the world scientific community through customary channels and in accordance with the laws, regulations, and procedures of the Parties.

## ARTICLE 9

Scientific and technical information provided by one Party to the other Party under Article 3 of this Agreement shall be accurate to the best of the knowledge and belief of the providing Party, but the providing Party does not warrant the suitability of the scientific and technical information provided for any particular use or application by the receiving Party.

## ARTICLE 10

The treatment of intellectual property created or furnished in the course of activities under this Agreement, the allocation of rights for such intellectual property, and business-confidential information obtained and/or exchanged pursuant to this Agreement, will be governed by the provisions of Annex I (Intellectual Property) of the Science and Technology Agreement.

ARTICLE 11

- (A) The Parties agree that no information or equipment requiring protection in the interest of national security or defense or foreign relations and classified in accordance with its applicable national laws, regulations, or directives shall be provided under this Agreement. In the event it is subsequently discovered that information or equipment which is known or believed to require such protection is identified as having been created or furnished in the course of cooperative activities pursuant to this Agreement, the matter 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 or equipment.
- (B) The transfer of unclassified export-controlled information or 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 appropriate project agreements or work plans. Such information or equipment shall be marked to identify it as export-controlled, and the Parties shall consult to identify appropriate restrictions or other requirements regarding the transfer of this information or equipment.

ARTICLE 12

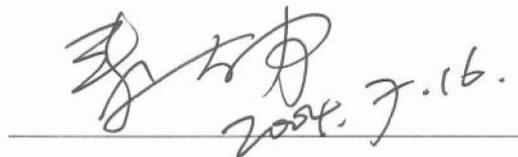
- (A) This Agreement shall enter into force upon signature with an effective date of May 8, 2004, and shall remain in force for a five-year period from the effective date. It may be amended or extended by mutual written agreement of the Parties.
- (B) The termination of this Agreement shall not affect the validity or duration of specific activities being undertaken hereunder.

Done at Beijing this 16<sup>th</sup> day of July, 2004, in duplicate in the English and Chinese languages, both equally authentic.

FOR THE  
NATIONAL OCEANIC AND  
ATMOSPHERIC ADMINISTRATION  
OF THE  
UNITED STATES OF AMERICA:



FOR THE  
CHINA METEOROLOGICAL  
ADMINISTRATION  
OF THE  
PEOPLE'S REPUBLIC OF CHINA:



中华人民共和国中国气象局和  
美利坚合众国国家海洋与大气管理局  
修订及延长大气科学技术合作议定书的协定

中华人民共和国中国气象局(原中央气象局)和美利坚合众国国家海洋与大气管理局(以下简称“双方”);

根据一九七九年一月三十一日在华盛顿特区签署,及经修订和延长的《中华人民共和国政府和美利坚合众国政府科学技术合作协定》(以下简称“科学技术协定”);

为促进大气科学技术领域中的合作与协作;

认识到根据一九七九年五月八日签署,及经修订并延长的大气科学技术合作议定书继续开展密切合作有益于双方;

达成如下协议:

第一条

双方同意在大气科学技术领域中互相合作。

第二条

双方同意在平等、互利和互惠的基础上开展交流与合作活动。

第三条

根据本协定进行的合作可包括下列形式:

一、就大气科学技术领域中的科技发展、活动和规范交换和提供信息与资料;

二、科学家、工程师和其他专家互访，包括代表团或专家组前往另一方的科学机构和研究院所进行访问，和/或以培训为目的的人员交换；

三、为测试、评估和其它目的，交换和提供设备、样本、仪器和部件；

四、合作研究，共同组织座谈会、研讨会和学术讲座；

五、双方同意的其它合作形式。

#### 第四条

经双方同意，双方可邀请其它科学团体的人员参加根据本协议开展的项目。例如，参与机构可以包括中华人民共和国或美利坚合众国的其他政府部门、研究院所、大学和技术专家。

#### 第五条

一、双方讨论商定的具体活动，包括开展此类活动的任务、义务和条件应纳入本协议的附录。

二、根据本协议进行的一切活动均应符合两国适用的法律，并且取决于各方能提供的资金、人员和其它资源。

三、合作活动经费的支付应由双方逐案协商决定。但是，在一般情况下，就互相交流而言，派出方应承担往返旅费，接待方应承担在其国内的食宿和交通费用。

四、如本协议条款与科学技术协定条款有不一致之处，以科学技术协定条款为准。

五、根据本协议开展的活动所产生的一切问题或矛盾应通过双方协商解决。

#### 第六条

在执行商定的活动方面，每一方将根据本国法律、规章和惯例尽最大努力向另一方提供行政和法律协助，包括办理签证以及安排食宿和交通。

## 第七条

为协调本协定下的活动，应成立一个双方工作组。各方将指派三人为工作组成员，其中每一方均有一人出任联合组长。各方指定的联合组长可经相互同意，决定合作活动的采纳、协调和实施以及其它有关事宜。如有必要，两位联合组长可经相互同意召开不定期工作组会议，研究执行本协定的有关事宜。

## 第八条

除非第五条的附录另有约定，通过本协定下的合作活动获取的科技情报可依照双方的法律、规章及程序通过惯常渠道提供给国际科学界。

## 第九条

按照本协定第三条一方向另一方提供科学技术情报应尽可能确信准确无误，但是提供方不担保这些信息适用于接受方的任何具体用途。

## 第十条

在根据本协定开展活动过程中所产生或提供的知识产权之处理、分配以及根据本协定取得和/或交换的商业秘密信息将受科学技术协定附录一（知识产权）中的条款制约。

## 第十一条

一、双方同意，根据本协定提供的信息或设备不包括出于国家安全、国防或外交利益需要保护以及根据适用的国家法律、法规或政令需要保密的任何信息或设备。如发现根据本协定开展合作活动的过程中生成或提供的信息或设备应该或被认为应该加以保密，则应立即通知有关官员，双方应通过协商，

以书面形式确定妥善的安全措施供双方商定并用于该信息或设备。

二、双方之间转让非保密的出口管制信息或设备必须符合各自的相关法律和法规。如果一方认为有必要，在有关项目协议或工作计划中应包括防止未经授权转让或二次转让此类信息或设备的详细规定。此类信息或设备应标明受出口管制，双方则应进行磋商，对该信息或设备的转让确定适当限制或其它规定。

## 第十二条

一、本协议签署后于二〇〇四年五月八日生效，有效期为五年。本协议可经双方书面同意后加以修订或延长。

二、本协议的终止应不影响根据本协议正在开展的具体活动的有效性或期限。

本协议于二〇〇四年七月 十六 日在北京签定，一式两份，每份都用中文和英文写成，两种文本具有同等效力。

中华人民共和国中国气象局  
代表

美利坚合众国国家海洋与大气管理局  
代表

秦大河

