

PROTOCOL
FOR COOPERATION IN THE FIELDS OF ENERGY EFFICIENCY AND RENEWABLE
ENERGY TECHNOLOGY DEVELOPMENT AND UTILIZATION
BETWEEN
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA
AND
THE STATE SCIENCE AND TECHNOLOGY COMMISSION OF THE
PEOPLE'S REPUBLIC OF CHINA

The Department of Energy of the United States of America (USDOE) and the State Science and Technology Commission (SSTC) of the People's Republic of China (PRC) (hereinafter referred to as "the Parties"):

Considering the cooperation between the countries in science and technological development pursuant to 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 "Umbrella Agreement");

Desiring to cooperate in the fields of energy efficiency and renewable energy technology development and utilization for the mutual benefit of each Party;

Recognizing that there is a mutual interest in promoting the acceleration of scientific and technological research and development in the fields of energy efficiency and renewable energy technology, and the commercialization of technologies developed through such activities; and

Believing that such research and development will accelerate the supplementation of fossil fuels with clean energy sources and promote economic and trade cooperation;

HAVE AGREED AS FOLLOWS:

ARTICLE I
SCOPE AND OBJECTIVE

- A. This Protocol is subject to the Umbrella Agreement. In the event of any conflict between the terms and conditions of that Agreement and this Protocol, the terms and conditions of that Agreement will govern.
- B. The objective of cooperation under this Protocol is to promote technological cooperation between the Parties in the fields of energy efficiency and renewable energy technology development and utilization.

ARTICLE 2
AREAS OF COOPERATION

- A. Cooperation under this Protocol in the field of energy efficiency technology may take place in the following areas:
 - 1. Energy efficiency technology development;
 - 2. High effective energy conservation technology;
 - 3. Civil transportation technology; and
 - 4. Such other areas in the field of energy efficiency technology as may be mutually agreed to, in advance, in writing, by the Parties.
- B. Cooperation under this Protocol in the field of renewable energy may include the following areas:
 - 1. Solar energy;
 - 2. Wind energy;
 - 3. Biomass energy;
 - 4. Geothermal energy;
 - 5. Ocean energy;
 - 6. Hydrogen energy; and
 - 7. Such other areas in the field of renewable energy as may be mutually agreed, in advance, in writing, by the Parties.

ARTICLE 3
FORMS OF COOPERATION

Cooperative activities undertaken pursuant to this Protocol may include the following:

- A. Exchange of technical information and data on science and technical activities and methods and results of research and development;
- B. Exchange visits concerning the design and implementation of national renewable energy technologies and energy efficiency technology, including operational procedures, management and oversight, policy analysis, technology transfer and commercialization;
- C. Organization of, and participation in, technological demonstrations and seminars and other meetings on specific mutually agreed topics;
- D. Exchanges of information concerning commercialization and market potentials;
- E. Joint projects in which the Parties agree to share the work and costs; and

- F. Such other cooperation as may be agreed by the Parties, in advance, in writing.

ARTICLE 4 PROJECT ANNEX

The Parties shall execute a Project Annex for each joint project which they agree to undertake pursuant to this Protocol. Each Project Annex, which shall form an integral part of this Protocol, shall contain provisions covering technical scope, exchange of proprietary information, management, total costs, cost sharing and schedule, as appropriate.

ARTICLE 5 MANAGEMENT

- A. Each Party shall name one Principal Coordinator to supervise activities under this Protocol. The Principal Coordinators shall, by correspondence, consult with each other at least annually to evaluate the status of cooperation under this Protocol. This evaluation will include review of the achievements, problems, and effectiveness of activities under this Protocol. The Principal Coordinators also will consider future program opportunities with a view to maximizing the mutual benefits of cooperation. When necessary, the Principal Coordinators shall meet to consider matters related to the implementation of this Protocol. Such meetings shall be held alternately in the United States of America and the People's Republic of China.
- B. Subject to the prior approval of the Parties, the Principal Coordinators may appoint Project Coordinators to manage specific cooperative activities initiated under this Protocol and to establish and maintain working contacts at the staff level.

ARTICLE 6 ADDITIONAL ORGANIZATIONS

The Parties may invite additional organizations within their own countries to participate, at their own expense, and subject to such terms and conditions as the Parties may specify, in cooperative activities under this Protocol. Such organization may become a signatory to annexes to this Protocol upon agreement of both Parties in writing.

ARTICLE 7
ASSIGNMENT OF STAFF

The following provisions shall apply to assignment of staff:

- A. Each Party shall ensure that qualified staff are selected for assignment to the other Party. Each assignment of staff shall be the subject of a separate exchange of letters between the participating institutions.
- B. Each Party shall be responsible for its staff's salaries, insurance, and allowances, and for the travel and living expenses of its staff while on assignment to the receiving Party unless otherwise agreed, in advance, in writing, by the Parties.
- C. The receiving Party shall provide all necessary assistance to the visiting staff and their families as regards administrative formalities and travel accommodation arrangements.
- D. The sending Party shall ensure that its staff conform to the general and special rules of work and safety regulations in force at the establishment of the Receiving Party, unless otherwise agreed in a separate assignment agreement.

ARTICLE 8
INTELLECTUAL PROPERTY AND INFORMATION

- A. Dissemination, use and protection of information used or generated in the activities conducted pursuant to this Protocol and its annexes, and the allocation of rights in intellectual property arising in the course of such activities shall be governed by the provisions set forth in Annex I to the Umbrella Agreement which are incorporated herein and thereby form a part of this Agreement.
- B. Any scientific and technical information provided by one Party to the other Party pursuant to this protocol shall be accurate to the best of the providing Party's knowledge and belief; however, neither Party warrants the suitability of the information for any particular use or application by the receiving Party or any third party.

ARTICLE 9
AVAILABLE INFORMATION

Each Party shall make available to the other technical information that is: (1) relevant to or necessary for projects under this Protocol; and (2) either in the Party's possession or available to it, and which it has the right to disclose.

ARTICLE 10
SECURITY OBLIGATION

Should an activity, information or equipment to be shared, or any anticipated result of a cooperative activity, undertaken pursuant to this Protocol, require protection in the interests of national defense or foreign relations of either Party, that Party shall so notify the other prior to undertaking the activity or sharing the information or equipment. The Parties shall consult to identify and agree upon appropriate measures for the protection of the information or equipment.

ARTICLE 11
COSTS

Unless otherwise agreed in writing, costs resulting from activities under this Protocol shall be the responsibility of the Party that incurs them.

ARTICLE 12
APPLICABLE LAW

Each Party shall conduct the activities provided for in this Protocol subject to its applicable laws and regulations, and shall provide resources subject to the availability of personnel and appropriated funds.

ARTICLE 13
DISPUTES

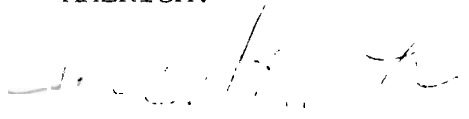
Any dispute concerning the interpretation or application of this Protocol shall be settled by the agreement of the Parties.

ARTICLE 14
GENERAL PROVISIONS

- A. This Protocol shall enter into force upon signature, and shall remain in force for five (5) years.
- B. This Protocol may be amended or extended by written agreement of the Parties.
- C. The Parties may agree to continue until completion all activities initiated but not completed at the expiration of this Protocol.
- D. Either Party may terminate this Protocol at any time upon six (6) months advance written notice. Such termination shall be without prejudice to the rights that may have accrued to either Party under this Protocol up to the date of termination.

Done at Beijing, in duplicate, in the Chinese and English languages, each text being equally authentic, this 22 day of February, 1995.

FOR THE DEPARTMENT OF ENERGY
OF THE UNITED STATES OF
AMERICA:



FOR THE STATE SCIENCE AND
TECHNOLOGY COMMISSION OF THE
PEOPLE'S REPUBLIC OF CHINA:

