

**PROTOCOL
BETWEEN
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF
AMERICA
AND
THE CHINESE ACADEMY OF SCIENCES
FOR COOPERATION IN ENERGY SCIENCES**

The Department of Energy of the United States of America and the Chinese Academy of Sciences (hereinafter referred to as the "Parties"):

Desiring to facilitate and promote cooperation in research and development in a broad range of energy sciences, to advance scientific discoveries and promote scientific and technological cooperation beneficial to both Parties; and

Acting pursuant to Article V of the Agreement Relating to Scientific and Technical Cooperation between the Government of the United States of America and the Government of the People's Republic of China, signed at Washington January 31, 1979, as amended and extended (hereinafter referred to as the "S&T Agreement");

Have agreed as follows:

ARTICLE 1

OBJECTIVE AND SCOPE

1. The objective of this Protocol is to establish a framework for promoting scientific and technological cooperation for peaceful purposes between the Parties in high energy physics, nuclear physics, nuclear energy sciences, basic energy science, biological science, and environmental science research and development in order to enhance the Parties' capabilities to make positive contributions in these scientific fields for their mutual benefit.
2. This Protocol is subject to and governed by the S&T Agreement. In the event of any conflict between the provisions of the S&T Agreement and the provisions of this Protocol, the provisions of the S&T Agreement shall control.

ARTICLE 2

FORMS OF COOPERATION

Forms of cooperation under this Protocol may include: conduct of joint or cooperative research projects and programs; exchange of technical information, data and experience; exchange of technical and managerial personnel for visits and short-term assignments; exchange of equipment, materials and instrumentation; joint conferences, seminars or workshops; and such other forms of cooperation as the Parties may agree in writing.

ARTICLE 3

PROJECT ANNEXES

1. Cooperative activities under this Protocol may be undertaken by the Parties or, as appropriate, by laboratories or contractors of the Parties. Each cooperative activity that may involve the sharing of costs or that may give rise to the creation of intellectual property shall be set forth in writing in a Project Annex, which shall be subject to and refer to the terms of this Protocol.

2. Each Project Annex shall include detailed provisions for carrying out the specific forms of cooperation, including such matters as technical scope, exchange of business-confidential information, intellectual property rights, management, total costs, cost sharing and schedule.

ARTICLE 4 MANAGEMENT

1. Each Party shall designate a Principal Coordinator to supervise activities under this Protocol. The Principal Coordinators shall jointly plan and coordinate cooperative activities, co-chair joint meetings, and prepare an annual Program of Cooperation. Each Principal Coordinator may appoint a Technical Coordinator for each cooperative activity.
2. The Principal Coordinators shall meet on an annual basis or as otherwise mutually agreed, alternately in the United States and in the People's Republic of China, in other locations as mutually agreed, or by teleconference. The host Party will choose the meeting site and bear the costs for the arrangements associated with the meeting. Representatives from each Party attending the meetings will be responsible for their own travel and lodging expenses. At these meetings, the Principal Coordinators shall review and assess the progress of activities and the next year's plans for continuation of cooperation under this Protocol.
3. The Principal Coordinators shall jointly prepare a written report of each meeting. Each Party shall have the right to disseminate the written meeting report without prior notification to the other Party, after the record has been approved for release by both Parties.
4. The Principal Coordinators may invite representatives of other organizations within their countries to attend meetings and to serve as advisors to assist in planning the annual meetings and evaluating the progress of cooperative activities under this Protocol.

ARTICLE 5

ADDITIONAL ORGANIZATIONS

The Parties may each invite additional organizations in the public and private sectors within their countries to participate in cooperative activities under this Protocol, at those organizations' own expense and subject to such other terms and conditions as the Parties may specify.

ARTICLE 6

EXCHANGE OF PERSONNEL

Unless otherwise agreed in writing, the following provisions shall apply to assignment or exchange of personnel under this Protocol:

1. Each Party shall ensure the selection of qualified personnel with skills and competence necessary to conduct the activities planned under this Protocol.
2. Each Party shall be responsible for the salaries, insurance, and allowances to be paid to its staff or its contractors.
3. Each Party shall pay for the travel and living expenses of its staff or its contractors when on assignment to the other Party.
4. The receiving Party shall assist in arranging for adequate accommodations for the sending Party's staff and contractors (and their families) on a mutually agreeable, reciprocal basis.
5. The receiving Party shall provide all necessary assistance to the staff of the other Party and its contractors (and their families) as regards administrative formalities, such as making travel arrangements and obtaining work permits.
6. The sending Party's staff and its contractors shall conform to the general rules of work and safety regulations in force at the host establishment.

ARTICLE 7

EXCHANGE OF EQUIPMENT

By mutual agreement, a Party may provide equipment to be utilized in a joint activity. In that event, the following provisions shall apply:

1. The sending Party shall supply, as early as possible, a detailed list of the equipment to be provided, together with the relevant specifications and appropriate technical and informational documentation related to use, maintenance, and repair of the equipment.
2. Title to the equipment and necessary spare parts supplied by the sending Party for use in joint activities shall remain with the sending Party, and the property shall be returned to the sending Party upon completion of the joint activity, unless otherwise agreed.
3. Equipment provided pursuant to this Protocol shall be brought into operation at the host establishment only by agreement of the Parties.
4. The host establishment shall provide the necessary premises and shelter for the equipment; utilities such as electric power, water and gas; and normally, shall provide materials to be tested, in accordance with all technical requirements, as mutually agreed.
5. Responsibility for expenses, safekeeping, and insurance during the transport of equipment from the original location in the country of the sending Party to the place of entry in the country of the receiving Party shall rest with the sending Party. If the sending Party elects to have the equipment returned, it shall be responsible for expenses, safekeeping, and insurance during the transport of the equipment from the original point of entry in the country of the receiving Party to the final destination in the country of the sending Party.
6. Responsibility for expenses, safekeeping, and insurance during the transport of equipment from the place of entry in the country of the receiving Party to the final destination in the country of the receiving Party shall rest with the receiving Party. If the sending Party elects to have the equipment returned, the receiving Party shall be responsible for expenses, safekeeping, and insurance during the transport of the equipment from the final destination in

the country of the receiving Party to the original point of entry in the country of the receiving Party.

7. Responsibility for expenses, safekeeping, and insurance during the time period that the equipment is in use in the country of the receiving Party shall rest with the receiving Party, unless otherwise agreed in writing.
8. Equipment provided by the sending Party for carrying out joint activities shall be considered to be scientific, not having a commercial character, and the receiving Party shall work toward obtaining duty free entry for such equipment.

ARTICLE 8

EXCHANGE OF INFORMATION AND EQUIPMENT

1. Any information transmitted by one Party to the other Party under this Protocol and any related Project Annexes shall be accurate to the best knowledge and belief of the transmitting Party. Any equipment transferred by one Party to the other Party under this Protocol and any related project annexes shall be suitable for its intended use to the best knowledge and belief of the transmitting Party. The transmitting Party does not warrant the suitability of the information transmitted or equipment transferred for any particular use or application by the receiving Party or by any third party.
2. Information developed jointly by the Parties shall be appropriate and accurate. Scientific equipment shall be suitable for its intended use, to the best knowledge and belief of both Parties. Neither Party warrants the accuracy of the jointly developed information, or the appropriateness of equipment, nor its suitability for any particular use or application by either Party or by any third party.

ARTICLE 9

INTELLECTUAL PROPERTY; BUSINESS-CONFIDENTIAL INFORMATION

1. Scientific and technological information (other than business-confidential information) resulting from cooperation under this Protocol shall be made

available to the world scientific community, unless otherwise agreed in writing by the Parties.

2. The protection and allocation of intellectual property, and the treatment of business-confidential information, shall be governed by Annex I (Intellectual Property) to the S&T Agreement.

ARTICLE 10 CONTRACTS

In the event that a Party awards contracts for the acquisition of articles and services to implement this Protocol, such contracts shall be awarded in accordance with the laws and regulations of that Party.

ARTICLE 11 GENERAL PROVISIONS

1. Each Party shall conduct the activities carried out under this Protocol in accordance with the laws and regulations to which it is subject, and subject to the availability of personnel, appropriated funds, and other resources.
2. Unless otherwise agreed in writing, all costs resulting from collaboration under this Protocol shall be the responsibility of the Party that incurs them.
3. Any questions of interpretation or implementation relating to this Protocol arising during its term shall be resolved by consultations between the Parties.
4. All activities conducted under this Protocol shall be exclusively for peaceful purposes.

ARTICLE 12
ENTRY INTO FORCE, AMENDMENT, AND TERMINATION

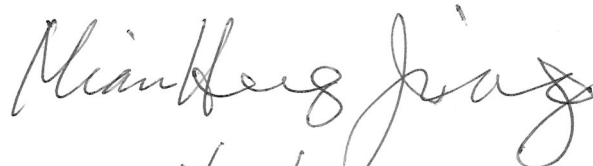
1. This Protocol shall enter into force upon signature by the Parties and remain in force so long as the S&T Agreement remains in force, unless terminated pursuant to paragraph 3 of this Article.
2. This Protocol may be amended by written agreement of the Parties.
3. This Protocol may be terminated by both Parties at any time in writing; or at the discretion of either Party upon six (6) months' written notice to the other Party.
4. All ongoing joint activities, projects, and experiments not completed at the expiration or termination of this Protocol may be continued until their completion under the terms of this Protocol.

DONE at Washington, in duplicate, this 18th day of January 2011, in the English and Chinese languages, each text being equally authentic.

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


1/18/11

FOR THE CHINESE ACADEMY
OF SCIENCES:


1/18/11