

**Protocol between the Department of Commerce of the
United States of America
and
the General Administration of
Quality Supervision, Inspection and Quarantine
of the People's Republic of China
on
Cooperation in the Fields of Metrology and Standards**

In accordance with and subject 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 at Washington on January 31, 1979, as amended and extended (the "Science and Technology Agreement"), the Department of Commerce of the United States of America (DOC) and the General Administration of Quality Supervision, Inspection and Quarantine of the People's Republic of China (AQSIQ), for the purpose of promoting cooperation and collaboration in the fields of metrology, standards, and related basic and applied science have agreed as follows:

Article 1

The DOC and AQSIQ (hereinafter referred to as the Parties) intend to conduct exchanges and collaborative activities on the basis of equality, reciprocity and mutual benefit.

Article 2

The Parties intend to establish this framework on cooperation in such fields of metrology and related fundamental and applied science as: the measurement and standards for the basic physical sciences; standards and measurement procedures for chemistry; protocols and standards for electronic data processing; building technology; materials measurement and standards; applied mathematics; and in related fields as may be mutually agreed.

Article 3

The Parties agree that cooperation may take the following forms:

1. Exchange and provision of information on scientific and technical developments, activities, and practices, including exchange of documents, technical standards and other technical information related to standards; organization of jointly supported seminars; short-term visits by senior staff members and other mechanisms that may be mutually agreed;
2. Research and development activities in the form of experiments, tests, and other technical collaborative efforts. There will be no joint research conducted under this Protocol;
3. Exchange of scientists, including visits and research studies by teams or individuals to the facilities of the other Party;

4. Exchange and provision of samples and materials, including standard reference materials; data, including standards reference data; instruments; and components for use in research programs of mutual interest or for testing and evaluation;
5. Inter-comparisons of measurement standards; and
6. Such other forms of cooperation and collaboration as are mutually agreed upon.

Article 4

The cooperative activities carried out under this Protocol will be subject to the amount of funds and manpower available to the Parties. The specific tasks, obligations, and conditions with respect to the above-mentioned activities, including responsibility for the payment of costs, shall be decided by mutual agreement on a case-by-case basis. Unless agreed otherwise, the cost of international transportation between China and the United States, subsistence (food and lodging), and local ground transportation within each country shall be borne by the sending Party. Each Party shall be responsible for its own costs incurred under this Protocol.

Article 5

In order to coordinate the related activities under this Protocol, each Party shall designate a representative or a designated coordinator. They shall, by correspondence, consult with each other and review and plan cooperative activities and other related matters. A representative from the U.S. side will be the Director of the Office of International and Academic Affairs (OIAA) at the National Institute of Standards and Technology (NIST) and a representative from the Chinese side will be the Director General of the Department of International Cooperation at AQSIQ.

Article 6

In order to carry out the activities under this Protocol, the Parties agree to establish Joint Working Groups. Each Party shall designate two persons to be members of the Group, one of whom shall act as that Party's Chairperson. The two co-Chairpersons shall, by correspondence, discuss the details of implementation of each project. When necessary, a meeting may be convened by mutual agreement to discuss matters related to the implementation of this Protocol. The Joint Working Groups may include:

1. A Metrology Working Group – Points of Contact: On the U.S. side, the Office of International and Academic Affairs (OIAA) at NIST, and on the Chinese side, the Foreign Affairs Office at the National Institute of Metrology (NIM).
2. A Documentary Standards Working Group – Points of Contact: On the U.S. side, Technology Services (TS) at NIST, and on the Chinese side, the International Standards Department at the Standardization Administration of China (SAC).
3. An Accreditation Working Group – Points of Contact: On the U.S. side, the National Voluntary Laboratory Accreditation Program (NVLAP) at NIST, and on the Chinese side, the International Cooperation Department at the Certification and Accreditation Administration (CNCA).

4. An Information Technology Working Group – Points of Contact: On the U.S. side, the Information Technology Laboratory at NIST, and on the Chinese side, the New & High Technology Department of SAC and the Certification Department of CNCA.

Article 7

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

Article 8

Scientific and technical information derived from cooperative activities under this Protocol may be made available, unless otherwise mutually agreed in an Annex under Article 8 of this Protocol, to the world scientific community through customary channels and in accordance with the normal procedures of the Parties.

Article 9

The specific activities as mutually agreed, and the terms under which they will be conducted, including financial arrangements shall be embodied in Annexes to this Protocol. New cooperative programs will be confirmed by correspondence between the representatives of the Parties (see Article 5) and such new agreements will be attached as Annexes to this Protocol. In the case of any inconsistency between the terms of this Protocol and the terms of an Annex hereto, the terms of this Protocol shall prevail.

Article 10

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

Article 11

Title to any equipment sent by one side to the other side shall remain with the sending side, during or after the period of this Protocol. Any change in title of equipment will be by mutual agreement.

Article 12

Both Parties agree that no information or equipment requiring protection in the interest of national defense or foreign relations and classified in accordance with its applicable national laws and regulations shall be provided under this Protocol. In the event that information or equipment which is known or believed to require such protection is identified in the course of cooperative activities pursuant to this Protocol, it shall be brought immediately to the attention of the representatives of both Parties. The Parties shall consult to identify legal requirements and appropriate security measures, if any, to be agreed upon in writing and applied to this information and equipment and shall, if appropriate, amend this Protocol to incorporate such measures.

Article 13

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 contracts of Project Annexes. 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 14

This Protocol shall enter into force upon signature, and shall remain in force for a 5-year period. It may be amended or extended by mutual written agreement of the Parties. The termination of the Protocol shall not affect the validity or duration of projects under this Protocol that are initiated prior to such termination.

Done at Washington this 9th day of December, 2003, in duplicate, in the English and Chinese languages, both texts being equally authentic.

For the Department of Commerce of the
United States of America:



Samuel W. Bodman, Deputy Secretary

For the General Administration of
Quality Supervision, Inspection and
Quarantine of the People's Republic of
China:



Li Changjiang, Minister