

**PROTOCOL BETWEEN
THE DEPARTMENT OF HEALTH AND HUMAN SERVICES
OF THE UNITED STATES OF AMERICA
AND
THE MINISTRY OF HEALTH
OF THE PEOPLE'S REPUBLIC OF CHINA
FOR
COOPERATION IN THE
SCIENCE AND TECHNOLOGY OF MEDICINE AND PUBLIC HEALTH**

The Department of Health and Human Services of the United States of America and the Ministry of Health of the People's Republic of China (hereinafter referred to as "the Parties"), for the purpose of promoting cooperation and the exchange of information in the field of health,

Recognizing the importance of progress in the health sciences and health administration for the quality of life for all people;

Desiring to fully share advances in the field of health of benefit to the peoples of both countries;

Desiring to continue strengthening the friendly relations between the peoples of the two countries; and

Recognizing the benefits both Parties derive from close, continued cooperation in these fields begun under the Protocol for Cooperation in the Science and Technology of Medicine and Public Health, signed on June 22, 1979, as extended and amended;

Have agreed as follows:

ARTICLE I

1. This Protocol is subject to and governed by 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 on January 31, 1979, as amended and extended (hereinafter referred to as the "Science and Technology Agreement").
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2. The Parties shall promote cooperation between the two countries in disease control and prevention; the supervision and regulation of health-related products, such as food and cosmetics; health protection; biomedical research; health-care and health-policy research; and health administration and finance.
3. The principal objectives of the cooperation are for both Parties to provide each other opportunities to exchange ideas, information, skills and techniques, and to collaborate on problems of mutual interest.

ARTICLE II

The cooperation contemplated in this Protocol (hereinafter referred to as "the Health Protocol") may include exchanges of scientific, technical, and health-systems management information; exchanges of scientists and technical experts; the convening of joint seminars and meetings; the conduct of joint research projects; and other forms of health-related scientific and technical cooperation as both parties may mutually agree.

ARTICLE III

Pursuant to the aims and provisions of this Health Protocol, the Parties shall encourage and facilitate the development of direct contacts and cooperation between constituent agencies and scientists of the two Parties, and universities, research centers and other institutions of the two countries. Under this Health Protocol, the Parties may agree to co-sponsor cooperative activities in the fields of health and biomedical research with other agencies of the Governments of the United States and the People's Republic of China. The Parties shall describe each such activity in writing, with the agreement of both Executive Agents (see Article V, below).

ARTICLE IV

1. The Parties shall coordinate joint activities, where possible, with, or make them supportive of, the activities and goals of international health bodies, including the World Health Organization.
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2. The Parties may invite scientists, technical experts, Governmental agencies and institutions of third countries or international organizations, in appropriate cases, to participate, at their own expense (unless otherwise agreed), in projects and programs being carried out pursuant to this Health Protocol.

ARTICLE V

1. To assist in the coordination of activities, to facilitate cooperation, and to provide guidance, as needed, the Parties designate the following "Executive Agents" for each side:

For the Chinese Ministry of Health:

Director-General
Department of International Cooperation

For the U.S. Department of Health and Human Services:

Director
Office of Global Health Affairs
Office of the Secretary

2. The Parties shall conduct cooperative activities under this Health Protocol in accordance with all applicable laws and regulations in both countries, subject to the availability of funds and personnel.
 3. Each organization that undertakes cooperative activities and scientific collaboration pursuant to this Health Protocol shall be responsible for its own costs for its activities, unless otherwise mutually agreed upon, in writing. For official visits under this Health Protocol, unless otherwise agreed upon, in writing, the sending side shall provide for, or cover the costs of, the international and internal transportation, lodging, and per diem expenses of its delegation.
 4. Either Party may propose activities to carry out under this Health Protocol, may documented in work plans or other written correspondence, to establish mutual, written agreement, in advance of each activity.
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5. To protect human subjects involved in research, before the Parties initiate any project that involve human subjects, the Executive Agents shall be responsible for promoting compliance with appropriate international guidance, recognized as such, by both countries. The Executive Agents shall be responsible for ensuring that any project or activity carried out pursuant to this Health Protocol and that involves human subjects is in compliance with the applicable laws and regulations of the Parties.
6. To protect the welfare of laboratory animals and endangered species, the Executive Agents shall be responsible for promoting compliance with appropriate, international guiding principles recognized by both Parties, for biomedical research that involves animals. The Executive Agents shall be responsible for ensuring that any project or activity that involves animals carried out pursuant to this Health Protocol is in compliance with the laws and regulations of the Parties applicable to the use of laboratory animals. In addition, both Parties shall comply with the provisions of the 1973 Convention on International Trade in Endangered Species of Wild Fauna and Flora, with appendices, as amended.

ARTICLE VI

1. Neither Party shall provide any information or equipment identified as requiring protection for national-security reasons or foreign relations (such as that which is classified in accordance with national laws or regulations) under this Health Protocol. In the event the Parties discover that such information or equipment is known or believed to have been inadvertently created or furnished in the course of projects or cooperation under this Health Protocol, both sides shall protect it from unauthorized disclosure under the applicable laws, regulations and administrative practices of each Party. Where information or equipment has been or is believed to have been inadvertently disclosed to unauthorized recipients, the originating Party shall be informed immediately of the disclosure. The Parties shall consult to identify legal requirements and appropriate security measures, if any, to agree upon in writing, and apply then to this information and equipment, and shall, if appropriate, amend this Protocol to incorporate such measures.
 2. This Health Protocol does not supersede the national laws and regulations of either Party with respect to transfers and release of information and equipment subject to export laws and regulations. If either Party deems it
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necessary, the Parties shall incorporate into the written work plans for projects detailed provisions for the prevention of unauthorized transfer or retransfer of such export-controlled information or equipment. The Parties shall mark export-controlled information to identify it as "export-controlled" and to identify any restrictions on further use or transfer. The Parties shall mark such information or equipment 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 VII

1. The Parties shall use their best efforts to facilitate the entry to and exit from their territories of personnel and equipment of the other party engaged in or used in projects and programs under this Health Protocol.
2. Each Party shall agree, within its statutory or regulatory guidelines and authorities, to use its best effort to assist and expedite any clearances required for investigators from either Party in the exchange of biological materials necessary for research conducted under this health Protocol.
3. The Parties shall endeavor to ensure all participants in agreed cooperative activities under this Health Protocol have access to facilities and personnel within their countries, as needed, to carry out those activities.

ARTICLE VIII

The provisions of Annex I of the Science and Technology Agreement will govern 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.

ARTICLE IX

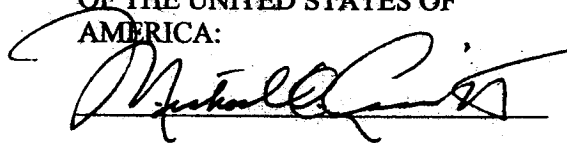
Nothing in this Health Protocol shall be construed to prejudice, limit, or determine other arrangements related to scientific and technical cooperation or assistance between the Parties.

ARTICLE X

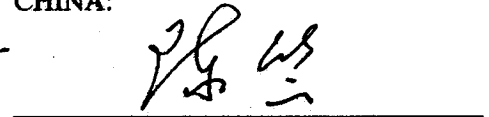
1. This health Protocol shall enter into force upon signature, and shall remain in force for five years. The parties may amend, extend, or terminate it, by mutual written agreement.
2. The termination of this health Protocol shall not affect the validity or duration of any arrangements entered into pursuant to this Health Protocol prior to its termination.

Done at Beijing, China this 4th day of December, 2008, in duplicate, in the English and Chinese languages, both texts being equally authentic.

FOR THE DEPARTMENT OF
HEALTH AND HUMAN SERVICES
OF THE UNITED STATES OF
AMERICA:



FOR THE MINISTRY OF HEALTH
OF THE PEOPLE'S REPUBLIC OF
CHINA:



Date: 12/4/08

Date: 4/12/2008