

**AGREEMENT TO EXTEND THE PROTOCOL  
ON COOPERATION IN THE FIELD OF MARINE AND FISHERY SCIENCE  
AND TECHNOLOGY**

**BETWEEN THE  
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION  
OF THE UNITED STATES OF AMERICA**

**AND THE  
STATE OCEANIC ADMINISTRATION  
OF THE PEOPLE'S REPUBLIC OF CHINA**


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

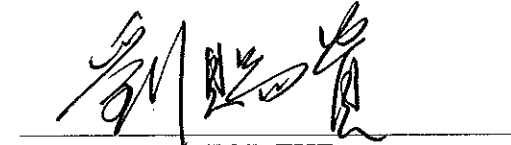
Acting under the Agreement Between the Government of the United States of America and the Government of the People's Republic of China on Cooperation in Science and Technology, signed in Washington, D.C. on January 31, 1979, as amended and extended;

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 Marine and Fishery Science and Technology between the National Oceanic and Atmospheric Administration of the United States of America and the State Oceanic Administration of the People's Republic of China, signed on May 8, 1979, and amended and extended on December 28, 2009 and December 31, 2009, respectively;

Have agreed, pursuant to Article 12(A) of the Protocol, to extend the Protocol for an additional five-year period with effect from May 8, 2014.

Done in duplicate in the English and Chinese languages, both texts being equally authentic.

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

  
\_\_\_\_\_  
FOR THE  
STATE OCEANIC ADMINISTRATION  
OF THE  
PEOPLE'S REPUBLIC OF CHINA

MAR - 4 2015

Date/Place Washington, DC

Date/Place Dec 28, 2014, Beijing

中华人民共和国国家海洋局  
和  
美利坚合众国国家海洋与大气局  
延长海洋和渔业科技合作议定书的协议

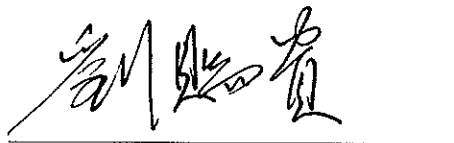
中华人民共和国国家海洋局和美利坚合众国国家海洋与大气局（下称“双方”）；

根据中华人民共和国和美利坚合众国政府于 1979 年 1 月 31 日在哥伦比亚特区华盛顿市签署、修订和延期的《科学与技术合作协议》；

认识到依据 1979 年 5 月 8 日签署、2009 年 12 月 28 日和 2009 年 12 月 31 日分别修订并延期的《海洋和渔业科技合作议定书》（下称《议定书》）所开展的密切而连续的合作有益于双方；

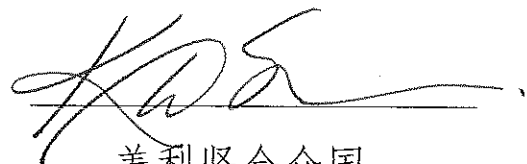
根据《议定书》第十二条（一），同意本《议定书》再延长五年，自 2014 年 5 月 8 日生效。

本协议以中、英两种文字签署，两种文本具有同等效力。



中华人民共和国  
国家海洋局

日期/地点 2014年12月28日/北京



美利坚合众国  
国家海洋与大气局

日期/地点  
MAR - 4 2015 Washington DC

**AGREEMENT TO AMEND AND EXTEND THE  
PROTOCOL  
ON COOPERATION IN THE FIELD OF  
MARINE AND FISHERY SCIENCE AND TECHNOLOGY**

**BETWEEN THE**

**NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION OF THE  
UNITED STATES OF AMERICA**

**AND THE**

**STATE OCEANIC ADMINISTRATION OF THE  
PEOPLE'S REPUBLIC OF CHINA**

The National Oceanic and Atmospheric Administration of the United States of America and the State Oceanic Administration (formerly the National Bureau of Oceanography) of the People's Republic of China (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 and on Cooperation in Science and Technology, signed in Washington, D.C. on January 31, 1979, as amended and extended (the "Science and Technology Agreement");

For the purpose of promoting cooperation and collaboration in the field of marine and fishery 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 Marine and Fishery Science and Technology, signed on May 8, 1979, as amended and extended; and

Have agreed as follows:

**ARTICLE 1**

The Parties agree to cooperate with each other in the field of marine and fishery 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 marine and fishery science and technology;
- (B) Exchange of scientists, engineers, and other specialists, including visits of delegations or teams of specialists to the scientific facilities, institutions and research vessels of the other Party, exchange of personnel for training purposes, and participation in surveys;
- (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 might include other government agencies, institutions, universities, and technical experts from the United States of America and the People's Republic of China, or similar entities from other countries or international organizations.

### ARTICLE 5

- (A) Specific activities will be discussed and agreed by the Parties, including the tasks, obligations and conditions with respect to the conduct of such activities, at a joint working group of the Parties.
- (B) All activities undertaken pursuant to this Agreement shall be subject to the applicable laws 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 international and domestic airfare, lodging, meal, and local transportation expenses while the receiving Party shall provide necessary assistance 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 members of the working group, one of whom from each Party will act as co-chairperson. The co-chairperson designated by each Party may, by mutual agreement, decide upon the adoption, coordination and implementation of cooperative activities and on other related matters. The joint working group meeting should take place as mutually arranged by the Parties, with meeting locations alternating between the United States of America and the People's Republic of China. 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 at the joint working group meeting 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, 2009, 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 in duplicate in the English and Chinese languages, both equally authentic.

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



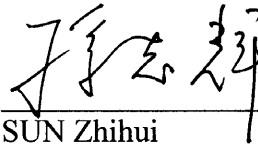
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Jane Lubchenco, Ph.D.  
Under Secretary of Commerce  
for Oceans and Atmosphere

DATE:  
December 28, 2009

LOCATION:  
Washington, DC, United States of America

FOR THE  
STATE OCEANIC ADMINISTRATION  
OF THE  
PEOPLE'S REPUBLIC OF CHINA:



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SUN Zhihui  
Administrator  
State Oceanic Administration

DATE:  
*December 31, 2009*

LOCATION:  
Beijing, People's Republic of China

PROTOCOL  
ON COOPERATION IN THE FIELD OF  
MARINE AND FISHERY SCIENCE AND TECHNOLOGY

BETWEEN THE  
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION  
OF THE UNITED STATES OF AMERICA

AND THE  
NATIONAL BUREAU OF OCEANOGRAPHY  
OF THE PEOPLE'S REPUBLIC OF CHINA

The National Oceanic and Atmospheric Administration of the United States of America and the National Bureau of Oceanography of the People's Republic of China (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; for the purpose of promoting cooperation and collaboration in the field of marine and fishery science and technology; have agreed as follows:

ARTICLE 1

The Parties agree to cooperate with each other in the field of marine and fishery 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 Protocol may include the following forms:

(A) Exchange and provision of information and data on scientific and technical developments, activities and practices in the field of marine and fishery science and technology;

(B) Exchange of scientists, engineers, and other specialists, including visits of delegations or teams of specialists to the scientific facilities, institutions and research vessels of the other Party, exchange of personnel for training purposes, and participation in surveys;

(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 as are mutually agreed.

ARTICLE 4

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. However, in the case of mutual exchanges, it is agreed that the dispatching Party shall cover roundtrip travel expenses and that the receiving Party shall bear the expenses of lodging, board and transportation within its territory.

ARTICLE 5

Specific activities discussed and agreed upon by the Parties, including the tasks, obligations and conditions with respect to the conduct of activities, shall be embodied in Annexes attached to this Protocol.

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 in administrative and legal formalities, including the procurement of visas, necessary for making lodging, board and transportation arrangements.

ARTICLE 7

In order to coordinate the activities under the Protocol, 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-chairperson designated by each Party may, by correspondence, 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 Protocol.

ARTICLE 8

Scientific and technological information derived from cooperative activities under this Protocol 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 normal procedures of the Parties.

ARTICLE 9

The application or use of any information exchanged or transferred between the Parties under this Protocol shall be the responsibility of the Party receiving it, and the transmitting Party does not warrant the suitability of such information for any particular use or application.

ARTICLE 10


All questions related to this Protocol or activities carried out hereunder shall be settled by mutual agreement.

ARTICLE 11

(A) This Protocol shall enter into force upon signature, and shall remain in force for a five-year period. It may be amended or extended by mutual agreement of the Parties.

(B) The termination of this Protocol shall not affect the validity or duration of specific activities being undertaken hereunder.

DONE at Beijing, this 8<sup>th</sup> day of May, 1979, in duplicate in the English and Chinese languages, both equally authentic.

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

波振新  
FOR THE  
NATIONAL BUREAU OF OCEANOGRAPHY  
OF THE PEOPLE'S REPUBLIC OF CHINA