

THE PROTOCOL
ON COOPERATION IN THE FIELD
OF FOSSIL ENERGY RESEARCH AND DEVELOPMENT
BETWEEN
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA
AND
THE MINISTRY OF COAL INDUSTRY
OF THE PEOPLE'S REPUBLIC OF CHINA

The Department of Energy of the United States of America and the Ministry of Coal Industry of the People's Republic of China (hereinafter referred to as the Parties), for the purpose of promoting cooperation in the field of fossil energy research and development 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 at Washington, D.C. on January 31, 1979, and extended on January 12, 1984, agree as follows:

ARTICLE 1

The Parties agree to cooperate under this Protocol on the basis of equality, reciprocity and mutual benefit.

ARTICLE 2

The areas of cooperation in the field of fossil energy under this Protocol may include:

- (1) Atmospheric and pressurized fluid-bed combustion;
- (2) Coal-Water mixtures for boilers, gas turbines, and Engines;
- (3) Surface coal gasification;
- (4) Direct and indirect coal liquefaction;
- (5) Coal science with emphasis on combustion, coal structure, and related chemical and thermophysical properties;
- (6) Process modeling for advanced fossil-related technology;
- (7) Coal cleaning and grinding;
- (8) Studies of fuel combustion products, including cleanup and environmental effects;
- (9) Conversion and combustion research in oil shale;

- (10) Research activities and field experiments in enhanced oil recovery;
- (11) Technology of coal-fired MHD power generation; and
- (12) Other cooperative activities as may be mutually agreed in writing.

ARTICLE 3

Cooperation under this Protocol may take the following forms:

- (1) Exchange and provision of information and data on scientific, scholarly and technological development, activities and practices in the field of fossil energy;
- (2) Exchange of scientists, engineers and other specialists for participation in agreed activities at the facilities of the other Party. Such exchanges shall be in accordance with article 10 of this Protocol;
- (3) Short visits by specialist teams or individuals to the fossil energy facilities of the other Party;
- (4) The organization of seminars, conferences and other meetings on specific agreed topics in the field of fossil energy;
- (5) Exchange of samples, materials, instruments and components for testings;
- (6) Joint research, development and testing, and exchange of research results and experiences; and
- (7) Other forms of scientific and technological cooperation as may be mutually agreed in writing.

ARTICLE 4

Terms and conditions governing specific activities including means of payment under this Protocol shall be agreed by the Parties through consultation on a case-by-case base and embodied in Annexes.

ARTICLE 5

Each Party shall designate a coordinator for an overall coordination of activities stipulated under this Protocol and its Annexes. The two coordinators shall, by correspondence, consult with each other and define the cooperative activities and other related matters. When necessary, meetings may be called by mutual agreement to consider matters related to the implementation of this Protocol.

As mutually agreed, each Party may designate another agency within its country to enter into an Annex to this Protocol to carry out cooperative activities within the scope of this Protocol; any such designated agency may become a signatory to such Annex.

ARTICLE 6

All activities stipulated under this Protocol and its Annexes shall be conducted under the guidance of the U.S.- P.R.C. Joint Commission on Scientific and Technological Cooperation established by Article 10 of the Agreement on Cooperation in Science and Technology between the two governments.

ARTICLE 7

Scientific and technological information transmitted by one Party to another 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 technological information transmitted for any particular use or application by the receiving Party or by any third party.

ARTICLE 8

The parties have reached an accord concerning protection of copyrights and treatment of inventions or discoveries made or conceived under this Protocol in order to undertake specific activities. Such accord is contained in Annex I, attached hereto, which forms an integral part of this protocol.

ARTICLE 9

The Parties agree that in the event equipment is to be exchanged or supplied by one Party to the other Party under this Protocol for use in cooperative activities, they shall enter into specific understandings on a case-by-case basis.

ARTICLE 10

1. Whenever an attachment of staff is contemplated under this Protocol both Parties shall be satisfied that only staff with necessary skills and competence are selected.
2. Each attachment of staff shall be made through an exchange of letters between the participating institutions concerning funding and other related matters not specified in this Protocol.
3. Each Party shall provide all necessary assistance to the attached staff (and their families) of the other Party as regards administrative formalities, travel arrangements and accommodations.

ARTICLE 11

All cooperative activities under this Protocol shall be subject to the availability of funds and personnel and to the laws and regulations of the respective countries.

ARTICLE 12

1. All issues related to this Protocol or occurring in the activities carried out hereunder shall be settled by written agreement of the Parties.
2. Each Party will accept liability to the extent authorized by its national laws and regulations for damages arising from cooperative activities under this Protocol.

ARTICLE 13

1. This Protocol shall enter into force upon signature and remain in force for a five-year period. It may be amended or extended by mutual written agreement of the Parties.
2. This Protocol may be terminated at any time at the discretion of either Party, upon six months' advance notification in writing by the Party seeking to terminate the Protocol.
3. The termination of this Protocol shall not affect the validity or duration of the specific activities initiated but uncompleted under this Protocol.

Done at Washington this sixteenth day of April, 1985, in duplicate in the English and Chinese languages, both texts being equally authentic.

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

FOR THE
MINISTRY OF COAL INDUSTRY
OF THE
PEOPLE'S REPUBLIC OF CHINA:

William A. Vaughan

J. [unclear] [unclear]