

ANNEX XII
TO
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

FOR COOPERATION IN THE AREA OF

REGIONAL CLIMATE RESEARCH

WITH THE CHINA METEOROLOGICAL ADMINISTRATION

WHEREAS the Department of Energy of the United States of America (USDOE) and the Ministry of Coal Industry (MCI) of the People's Republic of China (PRC) signed a Protocol on Cooperation in the Field of Fossil Energy Research and Development on April 16, 1985, (the Protocol) 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 ("the Umbrella Agreement") signed at Washington, D.C., on January 31, 1979, as extended;

WHEREAS the DOE is a lead agency within the United States for the study and the prediction of regional climate change, and the China Meteorological Administration (CMA) of the PRC has, under the leadership of the State Council, been actively involved in regional climate analysis and prediction as one of the leading Chinese agencies in this area;

WHEREAS the USDOE and the CMA desire to supplement the ongoing successful cooperation in the field of atmospheric trace gases between the USDOE and the Academy of Sciences of the PRC under Annex III to the Protocol;

The USDOE and the CMA (hereinafter referred to as the Parties), pursuant to Article 5 of the Protocol, agree to undertake a reciprocal and mutually beneficial program of cooperation and research on "Regional Climate" in the context of global change, as follows:

ARTICLE I - OBJECTIVE

The objective of this Annex is to establish a program of joint research and information exchange between the Parties to document regional climate and climate change, to predict regional climate and climate change, and to identify regional impacts of climate change. As a general principle, the program shall be reciprocally and mutually beneficial.

ARTICLE II - AREAS OF COOPERATION

The Parties agree to cooperate in the following areas:

1. The Parties will exchange technical information and experiences on present and historical climate data and arrange collaborative visits concerning the design and implementation of a program to establish a quality controlled climatic data base for China and the United States. Both sides will initiate analyses of the climate data sets developed in order to elucidate regional climate variability and to identify climate anomalies.
2. The Parties will undertake cooperative activities with respect to projects in their respective national climate study programs including joint cooperative research, the exchange of personnel, the loan of equipment as necessary, and training seminars.
3. The Parties will cooperate to develop and improve high resolution regional climate models which are capable of simulating and predicting the climate change in the East Asian monsoon region.
4. The Parties will explore jointly the possibility of the intercomparison of regional climate models and the linking of regional models with state of the science coupled atmosphere-ocean General Circulation Models to investigate regional climate changes.
5. The Parties will investigate cooperatively the physical-chemical factors and processes which influence the regional climate, and consider the possibility of participation in on-going research activities in China, including the Tibetan Plateau field experiments and the South China Sea Monsoon Experiment.
6. The Parties will seek to identify and discuss research opportunities related to the impact of climatic changes on social-economic development, including water resources, agriculture, and other human and natural systems.

ARTICLE III - MANAGEMENT

1. Project Managers

Each Party shall designate a Project Manager for this Annex. The Project Managers shall jointly plan the technical approach for accomplishing the objectives, be responsible for the program and schedule coordination, and co-chair joint meetings.

2. Advisors

Representatives from organizations within each Party may be invited to attend joint meetings and to serve as advisors to help plan and evaluate the progress of cooperative activities under this Annex. Other organizations may be invited to participate if approved jointly by the Project Managers.

3. Joint Meetings

The Joint Managers will hold annual meetings, alternating in the PRC and the United States, to report and assess the progress of activities and plans for continuation of cooperation under this Annex. The host Party of the annual meeting will choose the meeting site and bear the costs for the arrangements associated with the meeting. Except when otherwise agreed, in advance, in writing, representatives from each Party attending the annual meetings will be responsible for their own travel and lodging expenses. If the Project Managers agree, meetings may be held more or less frequently than once every twelve (12) months.

4. Reports

The Parties shall jointly prepare an annual report in English describing the work performed and detailing results achieved under this Annex. Each Party shall have the right to disseminate the annual report without consulting the other Party.

ARTICLE IV - FINANCE

1. All cooperative activities under this Annex shall be subject to the availability of funds and personnel and to the laws and regulations of the respective countries.
2. Except when otherwise agreed, in advance, in writing, the responsibility for payment of costs of any activities undertaken in accordance with the Annex shall be borne by the Party that incurs them. Such costs include travel expenses, salaries, and lodging expenses.

ARTICLE V - INTELLECTUAL PROPERTY RIGHTS

The provisions for the protection and allocation of intellectual property rights set forth in Annex I to the Umbrella Agreement are incorporated herein by reference and shall apply to all activities conducted pursuant to this Annex.

ARTICLE VI - DISCLAIMER

The application or use of any information exchanged under this Annex shall be the responsibility of the receiving Party and the sending Party does not warrant the suitability of such information for any particular use or application.

ARTICLE VII - ENTRY INTO FORCE AND TERMINATION

1. This Annex shall enter into force upon signature by the Parties and remain in force for five (5) years or until termination of the Protocol, whichever occurs first.
2. This Annex may be amended or extended by mutual written agreement of the Parties.
3. At the discretion of either Party, this Annex may be terminated upon six (6) months advance notice in writing to the other Party.

Done at BEIJING, on the 23rd February 1995, in duplicate in the English and Chinese languages, each equally authentic.

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



For the China Meteorological
Administration:

