

**PROTOCOL FOR COOPERATION CONCERNING THE
EXCHANGE OF ENERGY INFORMATION
BETWEEN
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA
AND
THE NATIONAL BUREAU OF STATISTICS
OF THE PEOPLE’S REPUBLIC OF CHINA**

The Department of Energy of the United States of America (DOE), and the National Bureau of Statistics of the People’s Republic of China (NBS), hereinafter referred to as the “Parties”:

Considering the cooperation between the countries in science and technological development pursuant 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 in Washington, D.C., on January 31, 1979, as amended and extended (hereinafter referred to as the “Umbrella Agreement”);

Considering the successful cooperation between DOE’s Energy Information Administration and NBS’ Department of Industrial and Transportation Statistics, on the exchange of energy information pursuant to the Statement of Intent between the Department of Energy of the United States of America and the National Bureau of Statistics of the People’s Republic of China signed in Beijing, China, on February 23, 1995;

Desiring to continue to cooperate in the exchange of energy information for the mutual benefit of the Parties;

Recognizing that there is mutual interest and public benefit in promoting the collection and dissemination of energy information;

HAVE AGREED AS FOLLOWS:

**ARTICLE 1
OBJECTIVE**

- 1.1 This Protocol is subject to the Umbrella Agreement. In the event of any conflict between the terms and conditions of the Umbrella Agreement and this Protocol, the terms and conditions of the umbrella Agreement shall govern.

- 1.2 The objectives of cooperation under this protocol are: to promote the exchange of information about energy resources and reserves, energy production, energy demand, energy investment, environmental emissions, and statistical information about the adequacy of energy resources to meet demands on the future; to raise the technical level of China's energy statistical data survey, forecasting and analysis; and to raise the technical level of China's statistical survey of energy impact on environment and environmental appraisal and projection. The Parties intend for the cooperation under this Protocol to be carried out by DOE's Energy Information Administration and the NBS's Department of Industrial and Transportation Statistics.

ARTICLE 2 AREAS OF COOPERATION

Cooperation under this Protocol may include but is not limited to:

- 2.1 Exchange between the two Parties of publicly available information and data pertaining to energy, data processing systems, technologies, analytical and statistical methods, and data relevant to all primary sources of energy and energy conversion including petroleum, natural gas, coal, electricity, civilian nuclear power, and renewable energy.
- 2.2 The U.S. Department of Energy providing the National Bureau of Statistics of China with technical assistance and training in energy statistical data survey, data processing systems and statistical analysis.
- 2.3 The U.S. Department of Energy providing the National Bureau of Statistics of China with technical assistance and training in the indicator systems about impact of energy on environment, survey technologies and data account.
- 2.4 The U.S. Department of Energy Providing the National Bureau of Statistics of China with practical experiences and technologies in the study of models of energy projection and monitor of impact of energy on environment.

ARTICLE 3 MANAGEMENT

- 3.1 The Parties shall establish a Working Group on Energy Information. Each Party shall designate a Co-Chair at the sub-ministerial level. The Co-Chairs shall coordinate plans for the overall management of cooperative activities under this Protocol as they relate to the exchange of energy statistics and other energy market information between the United States of America and the People's Republic of China. The Working Group shall meet biannually, alternately in the United States of America and in the People's Republic of China to evaluate the status of cooperation under this Protocol. This evaluation should include a review of achievements, problems, and effectiveness of activities under this protocol. The Co-Chairs shall also consider and approve future program opportunities with a view to maximizing the mutual benefits of this cooperation.

- 3.2 Each Co-Chair shall designate a technical advisor to serve as the point-of – contact for the daily supervision of activities under this Protocol.
- 3.3 Each Co-Chair may appoint technical coordinators to manage specific cooperative tasks initiated under this Protocol and to establish and maintain working contacts at the staff level.
- 3.4 Meetings of the Working Group or selected members from the Working Group will be held upon agreement of the Co-Chairs upon three months advance notification.
- 3.5 The agendas for all meetings will be determined and agreed to by the Co-Chairs. Minutes are to be signed immediately after each meeting.
- 3.6 Working Group members will be responsible for their own travel and lodging expenses. It is expected that the Party hosting the Working Group meeting will pay the costs for arrangements associated with the meeting. Should either Party experience funding constraints that would limit its ability to meet such expenses, both Parties will jointly attempt to solve the funding problem before the meeting is scheduled.

ARTICLE 4 INFORMATION

The Parties understand that information transmitted by one Party to the other Party under this Protocol is expected to be accurate to the best knowledge and belief of the transmitting Party, but the transmitting Party does not warrant the suitability of the information transmitted for any particular use or application by the receiving Party or by any third party.

ARTICLE 5 SECURITY OBLIGATIONS

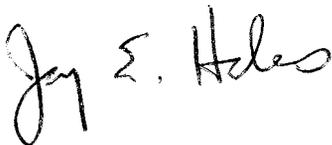
Should an activity, information to be shared, or any anticipated result of a cooperative activity, undertaken pursuant to this protocol, require protection in the interests of national defense or foreign relations of either Party, that Party shall so notify the other prior to undertaking the activity or sharing the information. The Parties shall consult to identify and agree upon appropriate protective measures.

ARTICLE 6
GENERAL PROVISIONS

- 6.1 Each Party shall conduct the activities contemplated under this Protocol subject to its applicable laws and regulations and shall provide resources, subject to the availability of personnel and appropriated funds.
- 6.2 The Parties agree that no proprietary information shall be exchanged under this Protocol.
- 6.3 The cost of the exchange of information resulting from the implementation of this Protocol is to be borne by the provider of information except as otherwise agreed in writing. Both Parties will seek to obtain financial assistance for costs resulting from the technical assistance and training furnished by the Department of Energy of the United States of America to the National Bureau of Statistics of China.
- 6.4 All questions related to this Protocol are to be settled by the Parties by mutual negotiations.
- 6.5 Nothing in this Protocol is intended to affect other arrangements for cooperation between the Parties or any other arrangements between the Parties in existence on the effective date of this Protocol.
- 6.6 This Protocol shall enter into force upon signature and shall remain in force for five years, or for the duration of the Umbrella Agreement, whichever is shorter. The Parties may, at the end of the five-year period, extend this Protocol for an additional five-year period by the exchange of letters.
- 6.7 Either Party may terminate this Protocol at any time by providing written notice to the other Party. Such termination shall be effective six months after the other Party receives such written notice of termination. Such termination shall be without prejudice to the rights that may have accrued to either Party under this Protocol up to the date of termination.

Done at Honolulu, Hawaii, in duplicate, in the English and Chinese languages, each text being equally authentic, this 12th day of January, 2000.

FOR THE DEPARTMENT OF
ENERGY
OF THE UNITED STATES OF
AMERICA



FOR THE NATIONAL BUREAU
OF STATISTICS
OF THE PEOPLE'S REPUBLIC OF
CHINA

