

PROTOCOL

FOR COOPERATION IN CLEAN ENERGY TECHNOLOGIES FOR THE 2008 SUMMER OLYMPIC GAMES IN BEIJING

The Department of Energy of the United States of America (DOE) and the Ministry of Science and Technology (MOST) of the People's Republic of China (China), on behalf of and considering the scientific and technological interests of the Beijing Municipal People's Government (BMPG), hereinafter referred to as the "Parties,"

Noting 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 on January 31, 1979, as amended and extended, hereinafter referred to as the "Science and Technology Agreement";

Noting that under the Science and Technology Agreement, DOE program offices and research laboratories have performed cooperative research, development, and deployment activities in areas of mutual interest in energy science and technology with ministries and other instrumentalities of China;

Noting that China will host the 2008 Summer Olympic Games in Beijing and that in preparation, both the national and municipal governments, BMPG in particular, of China intend to use clean energy technologies to improve Beijing's environmental quality to an acceptable level by 2008 and to present the event as a magnificent "high-tech" sports meet;

Noting that a Statement of Intent between DOE and the BMPG was signed on September 10, 2002, with a focus on assisting BMPG to develop clean energy technologies and energy and environmental policies in preparation for the 2008 Summer Olympic Games;

Noting that China's lead national agency, MOST, and the Beijing Municipal Science and Technology Commission (BMSTC), a component of BMPG, intend to cooperate with DOE on this event;

Noting that DOE sponsored a series of projects for the 1996 Summer Olympic Games that demonstrated advanced energy efficiency and renewable energy technologies; and provided for the 2002 Olympic Winter Games recommendations for the use of clean energy technologies in areas of buildings, transportation systems and power systems; and

Noting DOE's desire to assist MOST and BMSTC to develop clean energy technology and energy and environmental policies in preparation for the 2008 Summer Olympic Games and to promote cooperation in clean energy development and utilization for the Parties' mutual benefit;

Have agreed as follows:

**ARTICLE 1
OBJECTIVE**

- A. The objective of cooperation under this Protocol is to promote MOST's and BMPG's use of clean energy technologies as well as to provide technical assistance to MOST and BMPG in energy and environmental policy and planning for the 2008 Summer Olympic Games.
- B. This Protocol is subject to and governed by the Science and Technology Agreement. In the event of any conflict between the terms of the Science and Technology Agreement and this Protocol, the Science and Technology Agreement shall govern.

**ARTICLE 2
AREAS FOR COOPERATION**

Technological cooperation under this Protocol may include, but is not limited to, the following areas:

- A. Clean coal;
- B. Natural gas;
- C. New and renewable energy;
- D. Distributed combined heating/cooling and power systems;
- E. Energy efficient building technologies, including building design, rating systems, solar, and geothermal energy applications;
- F. Alternative fuel vehicles;
- G. Urban transportation systems, including a broad range of public transportation issues and technologies; and
- H. Other areas in alignment with the missions of both DOE and MOST.

**ARTICLE 3
FORMS OF COOPERATION**

Cooperative activities undertaken pursuant to this Protocol may include, but are not limited to, the following:

- A. Exchange of technical information and data on science and technical activities and methods and results of research and development;
- B. Exchange visits concerning the design and implementation of clean energy technologies including operational procedures, management and oversight, policy analysis, technology transfer and commercialization;

- C. Organization of, and participation in, technological demonstrations and seminars and other meetings on specific mutually agreed topics;
- D. Exchange of information concerning commercialization and market potentials;
- E. Joint projects in which the Parties agree to share the work and costs; and
- F. Such other cooperation as may be agreed by the Parties, in advance, in writing.

ARTICLE 4 PROJECT ANNEXES

The Parties shall execute a Project Annex for each joint project that they agree to undertake pursuant to this Protocol. Each Project Annex, which shall be subject to this Protocol, shall contain provisions covering technical scope, management, total costs, cost sharing and schedule, as appropriate.

ARTICLE 5 MANAGEMENT

- A. Each Party shall designate one Principal Coordinator to supervise activities under this Protocol. The Principal Coordinators shall consult with each other at least annually to evaluate the status of cooperation under this Protocol. This evaluation will include review of the achievements, problems, and effectiveness of activities under this Protocol. When necessary, the Principal Coordinators shall meet to consider matters related to the implementation of this Protocol. Such meetings shall be held alternately in the United States and China.
- B. Subject to the prior approval of the Parties, the Principal Coordinators may appoint Project Coordinators to manage specific cooperative activities initiated under this Protocol and to establish and maintain working contacts at the staff level.

ARTICLE 6 ASSIGNMENT OF STAFF

The following provisions shall apply to assignment of staff:

- A. Each Party shall ensure that qualified staff are selected for assignment to the other Party. Each assignment of staff shall be the subject of a separate exchange of letters between the participating institutions.

- B. Each Party shall be responsible for its staff's salaries, insurance, and allowances, and for the travel and living expenses of its staff while on assignment to the receiving Party unless otherwise agreed, in advance and in writing, by the Parties.
- C. The receiving Party shall provide all necessary assistance to the visiting staff and their families as regards administrative formalities such as assistance in locating suitable accommodations and making travel arrangements.
- D. The sending Party shall ensure that its staff conform to the general and special rules of work and safety regulations in force at the establishment of the receiving Party, unless otherwise agreed in a separate assignment agreement.

ARTICLE 7 ADDITIONAL ORGANIZATIONS

Each Party may invite other government agencies and organizations and private organizations in their respective countries to participate in cooperative activities under this Protocol, at their own expense, and subject to such terms and conditions as the Parties may specify. Such organizations may become a signatory to project annexes to this Protocol upon written agreement of both Parties.

ARTICLE 8 INTELLECTUAL PROPERTY AND BUSINESS-CONFIDENTIAL INFORMATION

The protection of intellectual property, allocation of rights to such intellectual property and the use of business-confidential information obtained in the course of cooperative activities under this Protocol shall be governed by Annex I to the Science and Technology Agreement.

ARTICLE 9 AVAILABLE INFORMATION

- A. Each Party shall make available to the other technical information that is: (1) relevant to or necessary for projects under this Protocol; and (2) either in the Party's possession or available to it, and which it has the right to disclose.
- B. Any scientific and technical information provided by one Party to the other Party pursuant to this Protocol shall be accurate to the best of the providing Party's knowledge and belief; however, neither Party warrants the suitability of the information for any particular use or application by the receiving Party or any third party.

- C. The application or use of any scientific and technical information developed and exchanged under this Protocol is to be given wide distribution. Such information, except as provided in Annex 1 to the Science and Technology Agreement, may be made available to the public by either Party through customary channels and in accordance with normal procedures of that Party.

ARTICLE 10 SECURITY OBLIGATIONS

Both Parties agree that no information or equipment requiring protection in the interest of national defense or foreign relations and classified in accordance with its applicable national laws and regulations shall be provided under this Protocol. In the event that information or equipment which is known or believed to require such protection is identified in the course of cooperative activities pursuant to this Protocol, it 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 and equipment and shall, if appropriate, amend this Protocol to incorporate such measures.

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 Project Annexes. 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 11 COSTS

Unless otherwise agreed in writing, costs resulting from activities under this Protocol shall be the responsibility of the Party that incurs them.

ARTICLE 12 APPLICABLE LAW

Each Party shall conduct the activities provided for in this Protocol subject to its applicable laws and regulations, and shall provide resources subject to the availability of personnel and appropriated funds.

**ARTICLE 13
DISPUTES**

Any disputes concerning the interpretation or application of this Protocol shall be settled by consultation between the Parties.

**ARTICLE 14
GENERAL PROVISIONS**

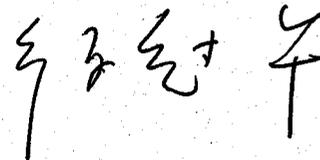
- A. This Protocol shall enter into force upon signature and shall remain in force for six years or as long as the Science and Technology Agreement remains in force, whichever is shorter.
- B. This Protocol may be extended for additional periods by written agreement of the Parties, so long as the Science and Technology Agreement remains in force.
- C. This Protocol may be amended by written agreement of the Parties.
- D. Either Party may terminate this Protocol at any time upon six (6) months advance written notice to the other Party. Such termination shall be without prejudice to the rights that may have accrued to either Party under Annex I to the Science and Technology Agreement up to the date of termination.

DONE at Beijing, this 12th day of January, 2004, in duplicate, in the English and Chinese languages, each text being equally authentic.

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



FOR THE MINISTRY OF
SCIENCE AND TECHNOLOGY
OF THE PEOPLE'S REPUBLIC OF
CHINA:



REPRESENTATIVE OF THE
BEIJING MUNICIPAL PEOPLE'S
GOVERNMENT OF THE
PEOPLE'S REPUBLIC OF CHINA:

