

PROTOCOL
BETWEEN
THE U.S. GEOLOGICAL SURVEY
OF THE
DEPARTMENT OF THE INTERIOR,
THE NATIONAL SCIENCE FOUNDATION, AND
THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY
OF THE
UNITED STATES OF AMERICA, JOINTLY,
AND THE
CHINA EARTHQUAKE ADMINISTRATION AND
NATIONAL NATURAL SCIENCE FOUNDATION
OF THE
PEOPLE'S REPUBLIC OF CHINA, JOINTLY,
CONCERNING
SCIENTIFIC AND TECHNICAL COOPERATION
IN THE
EARTHQUAKE AND VOLCANO SCIENCES

ARTICLE I. SCOPE AND OBJECTIVES

1. The U.S. Geological Survey (hereinafter "USGS"), the National Science Foundation (hereinafter "NSF"), and the National Institute of Standards and Technology (hereinafter "NIST") of the United States of America (jointly, the U.S. Party) and the China Earthquake Administration (hereinafter "CEA") and the National Natural Science Foundation (hereinafter "NSFC") of the People's Republic of China (jointly, the Chinese Party) hereby agree to pursue scientific and technical cooperation in the earthquake and volcano sciences in accordance with this Protocol.
2. Activities and programs will be jointly coordinated for the U.S. Party by USGS, the Engineering and Geosciences Directorates of NSF, and the Building and Fire Research Laboratory at NIST, which is the lead U.S. government agency for the National Earthquake Hazards Reduction Program (NEHRP), and for the Chinese Party by the Department of International Cooperation of the CEA, and the Department of Engineering and Material Science of NSFC.
3. The purpose of this Protocol is to provide the Parties with a framework for the exchange of scientific and technical knowledge and for the augmentation of scientific and technical capabilities of the USGS, NSF, NIST, CEA, and the NSFC with respect to the earthquake, volcano and earth sciences.
4. This Protocol is subject to and governed by 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 January 31, 1979, as amended and extended (hereinafter referred to as the "S&T Agreement").

5. The Parties shall encourage and facilitate, where appropriate, the development of direct contacts and cooperation among government agencies, universities, research centers, institutions, private sector companies and other entities of the Parties.

6. Each Party may, with the consent of the other Party and to the extent permitted by the laws and policies of each Party's Government, invite other government entities or agencies of the United States and China, and other entities, including scientists, technical experts, governmental agencies and institutions of third countries or international organizations, to participate in activities undertaken pursuant to this Protocol, subject to such terms and conditions as the Parties may specify.

ARTICLE II. COOPERATIVE ACTIVITIES

1. Forms of cooperation under this Protocol may consist of exchanges of technical information, visits, and cooperative research consistent with ongoing programs of the Parties. Specific areas of cooperation may include, but are not limited to, such areas of mutual interest as:

- A. Earth-science investigations including hazards, resources, and environment;
- B. Earthquake engineering, post-earthquake investigations of buildings and lifelines performance, emergency management, and supporting social sciences;
- C. Geospatial data applications;
- D. Information systems;
- E. Investigations and techniques for earthquake precursors, forecasting, prediction, and earthquake early warnings;
- F. Investigations of intra-plate active faults and earthquakes;
- G. Cooperative research projects on deep crustal structure;
- H. Deployment of very long period seismographic stations (IDA); and
- I. Exchange of electronic data and films of seismograms and accelerograms.

2. Activities under this Protocol shall be undertaken in accordance with the laws, regulations, and procedures applicable to each Party.

ARTICLE III. AVAILABILITY OF RESOURCES

Cooperative activities under this Protocol shall be subject to the availability of personnel, resources, and appropriated funds. This Protocol shall not be construed to obligate any particular expenditure or commitment of resources or personnel. In accordance with Article VIII below, the Parties shall agree in writing on specific Project Annexes before the commencement of each activity pursuant to this Protocol.

ARTICLE IV. FEE AND TAX EXEMPTION

In accordance with its laws and regulations, each Party shall work toward obtaining, on behalf of the other Party, relief from taxes, fees, customs duties, and other charges (excluding fees for specific services rendered) levied with respect to:

1. all transfer, ownership, construction, renovation, or maintenance of facilities or property by or on behalf of the other Party to implement this Protocol.
2. the import, purchase, ownership, use, or disposition (including export) of goods and services by or on behalf of the other Party in support of activities under this Protocol; and
3. personal property of personnel of the other Party or entities of that Party implementing provisions of this Protocol.

ARTICLE V. INTELLECTUAL PROPERTY

The protection and distribution of intellectual property created or furnished in the course of cooperative activities under this Protocol shall be governed by the provisions of Annex I of the S&T Agreement.

ARTICLE VI. DISCLAIMER

Information transmitted by one Party to the other Party under this Protocol shall 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 VII. PLANNING AND REVIEW OF ACTIVITIES

1. Each Party shall designate a principal representative who, at such times as are mutually agreed upon by the Parties, shall meet with other Party's representative to review the activities under this Protocol and develop proposals for future activities, as appropriate.
2. Except as otherwise provided in this Protocol, disputes arising under this Protocol shall be resolved through discussions between the signatories, as appropriate.

ARTICLE VIII. DATA EXCHANGE

The Parties acknowledge the value of rapid earthquake notifications and tsunami warnings, and recognize the importance of exchanging real-time seismic data to achieve the maximum accuracy and

timeliness of such notifications and warnings. The Parties agree to promote the open exchange of real-time seismic data within their national structures, in order to provide maximum social and scientific benefits of such data.

ARTICLE IX. PROJECT ANNEXES

Any activity carried out under this Protocol shall be agreed upon in advance by the Parties in writing. Whenever more than the exchange of technical information or visits of individuals is planned, such activity shall be described in an agreed Project Annex to this Protocol, which shall set forth, in terms appropriate to the activity, a work plan, staffing requirements, cost estimates, funding sources, and other undertakings, obligations, or conditions not included in this Protocol. In case of any inconsistency between the terms of this Protocol and the terms of a Project Annex, the terms of this Protocol shall control.

ARTICLE X. RESEARCH SAFETY

The Parties shall establish and implement policies and practices to ensure and provide for the safety of their employees, the public, and the environment during the conduct of cooperative activities and subject to applicable national laws and regulations. If any cooperative activity involves the use of dangerous or hazardous materials, the Parties shall establish and implement an appropriate safety plan.

ARTICLE XI. ENTRY INTO FORCE AND TERMINATION

This Protocol shall enter into force upon signature by both Parties and remain in force for five (5) years. This Protocol may be amended or extended by written agreement of the Parties. Either Party may terminate this Protocol upon ninety (90) days written notice, through diplomatic channels, to the other Party. Unless otherwise agreed, the termination of this Protocol shall not affect the validity or duration of projects under this Protocol that are initiated prior to such termination.

Signed in Washington D.C. in quintuplicate, in the English and Chinese languages, both texts being equally authentic.

FOR THE U.S. GEOLOGICAL
SURVEY OF THE DEPARTMENT
OF THE INTERIOR OF THE
UNITED STATES OF AMERICA:

Suzette M Kimball
Signature

Suzette Kimball
Name

Acting Director
Title

15 October 2009
Date

FOR THE CHINA EARTHQUAKE
ADMINISTRATION OF THE PEOPLE'S
REPUBLIC OF CHINA:

Yin Chaomin
Signature

Yin Chaomin
Name

Vice-Administrator
Title

2009年10月15日
Date

FOR THE NATIONAL SCIENCE
FOUNDATION OF THE UNITED
STATES OF AMERICA:

Arden Bement
Signature

Arden Bement
Name

Director
Title

Oct. 15, 2009
Date

FOR THE NATIONAL NATURAL
SCIENCE FOUNDATION OF THE
PEOPLE'S REPUBLIC OF CHINA:

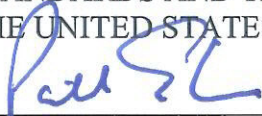
Shen Wenqing
Signature

Shen Wenqing
Name

Vice President
Title

2009年10月15日
Date

FOR THE NATIONAL INSTITUTE OF
STANDARDS AND TECHNOLOGY OF
THE UNITED STATES OF AMERICA:



Signature

Patrick Gallagher

Name

Deputy Director

Title

16 October 2009

Date