

**STATEMENT OF INTENT TO COOPERATE
BETWEEN
THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY
OF THE UNITED STATES OF AMERICA
AND
THE NATIONAL INSTITUTE OF METROLOGY
OF THE PEOPLE'S REPUBLIC OF CHINA
CONCERNING
STANDARDS FOR GREEN HOUSE GAS MEASUREMENTS AND PRECISION MEDICINE**

Article I. Scope and Objectives

- A. The purpose of this Statement of Intent to Cooperate (hereinafter referred to as the "Agreement") is to provide a mechanism for research cooperation in greenhouse gases and precision medicine between the National Institute of Standards and Technology (NIST) of the Department of Commerce of the United States of America and the National Institute of Metrology (NIM) of the General Administration of Quality Supervision, Inspection and Quarantine of the People's Republic of China (hereinafter referred to as the "Participants")
- B. This Agreement details the Participants' intent to facilitate the exchange of scientific and technical knowledge services, and the augmentation of scientific and technical capabilities of the Participants, with respect to greenhouse gases and precision medicine.
- C. This Agreement is a statement of intent of the Participants to work together as described and is not legally binding upon the Participants. NIST enters into this Agreement under the authorities provided by Title 15 United States Code Section 272(b)(10) and (c)(5).

Article II. Forms and Areas of Cooperation

- A. Cooperative activities under this Agreement may consist of exchange of technical and administrative information; standards consultations; exchange visits; cooperative research in disciplines within the scope of programs of the Participants and other forms of cooperative activities as may be mutually determined.
- B. Forms of cooperation may include, but are not limited to, areas of mutual interest such as:

1. Assignments of guest scientists to each other's laboratories for periods to be mutually determined by the Participants, as permitted under existing laboratory policies and programs;
 2. Cooperative research projects carried out partially in each institution;
 3. Comparisons of data collected using standard test methods and procedures;
 4. Participation in seminars, workshops, and training courses in each other's laboratories;
 5. Co-organization of international and regional symposiums, workshops and training courses in relevant areas;
 6. Exchange of publications.
- C. Areas of cooperation may include, but are not limited to:
- a. Leveraging existing performance test methods for greenhouse gases and precision medicine;
 - b. Collaboration on research towards the development of measurement standards and standard test methods for greenhouse gases and precision medicine;
 - c. Other areas of cooperation as determined by the Participants

Article III. Financial Issues

Cooperative activities under this Agreement are subject to and dependent upon the availability of appropriated funds, personnel, and resources. Nothing in this Agreement should be interpreted to constitute an obligation of funds. Each Participant should pay all its own expenses and costs related to activities pursued under this Agreement, unless some other arrangement is to be mutually decided upon in advance in writing. Any financial arrangements should be negotiated on a case by case basis, as permitted by relevant law and regulation, and should be detailed in separate written agreements.

Article IV. Intellectual Property

- A. Background Inventions. No rights to Background Inventions are to be conveyed by this Agreement.
- B. Publication. The Participants are to be encouraged to make publicly available the results of their research.
- C. Agreement Inventions. Ownership, patenting, and licensing rights to inventions created under this Agreement, if any, should be determined in consultation between the Participants at the time the invention is made and in accordance with laws, regulations and treaties applicable to the owning Participant(s).

Article V. Planning and Review of Activities

- A. Each Participant should name a Principal Coordinator to serve as the main point of contact and coordinator for all activities pursuant to this Agreement.
- B. The Principal Coordinators intend to assist in disseminating information; arranging of contacts; and facilitating discussions between the two sides.

Article VI. Duration of Agreement and Discontinuation

This Agreement is to commence on the date of the last signature and continue for a period of five (5) years, unless discontinued earlier by either Participant. A Participant should endeavor to provide advance notice of its intent to discontinue its participation in the Agreement.

This Agreement may be modified by mutual written consent of the Participants. The Participants may review and decide to continue their cooperation at regular intervals

Article VII. Non-Binding

This Agreement is a statement of intent and is not legally binding upon the Participants. This Arrangement is not binding under international law.

Done in Washington D.C. on the 22nd of September, 2015 in duplicate in English and Chinese languages with each of the copies being equally authentic.

In witness whereof, the undersigned, being duly authorized by their respective Participants, have signed this Arrangement.

For the National Institute of Standards
and Technology of the United States of America

For the National Institute of Metrology
of the People's Republic of China

A handwritten signature in black ink, appearing to read 'Willie May', written over a horizontal line.

Dr. Willie May

Under Secretary of Commerce for Standards
and Technology, and NIST Director

A handwritten signature in black ink, appearing to read 'Fang Xiang', written over a horizontal line.

Mr. Fang Xiang

NIM Director