

**PROTOCOL
BETWEEN
THE DEPARTMENT OF COMMERCE
OF THE UNITED STATES OF AMERICA
AND
THE GENERAL ADMINISTRATION OF QUALITY
SUPERVISION, INSPECTION AND QUARANTINE OF THE PEOPLE'S
REPUBLIC OF CHINA
ON
COOPERATION IN THE FIELDS OF METROLOGY,
STANDARDS AND CONFORMITY ASSESSMENT**

In accordance with and subject 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 at Washington January 31, 1979, and later amended and extended (hereinafter referred to as the "Science and Technology Agreement"), the Department of Commerce of the United States of America (DOC) and the General Administration of Quality Supervision, Inspection and Quarantine of the People's Republic of China (AQSIQ), hereinafter referred to as the "Parties," for the purpose of promoting cooperation and collaboration in the fields of metrology, standards and conformity assessment, and recognizing that a metrology, standards and conformity assessment infrastructure are essential elements for trade;
Have agreed as follows:

Article 1

Objective

The Parties, having mutual interest in facilitating bilateral trade, improving product quality, and increasing the development of technical standards and collaboration in the measurement sciences in both countries, agree to continue cooperation in the fields of metrology, standards and conformity assessment on the basis of equality and reciprocity in accordance with the laws and regulations in force in each country.

Article 2

Area and Means of Cooperation

The Parties agree that their cooperation may be in the areas of metrology and its related fundamental and applied sciences, measurement standards, documentary standards and conformity assessment procedures in areas of mutual interest, and other related fields as mutually

agreed, and may take the following forms:

1. Exchange and provision of information concerning metrology, standards and conformity assessment practices;
2. Organization of workshops, periodic exchange of information on the latest development in the fields of metrology, standards and conformity assessment, and exchange of views on issues of common interest;
3. Collaborative research and development, including the conduct of joint experiments, tests, and other technical activities;
4. Enhancement of metrology, standards and conformity assessment related cooperation in market-relevant fields;
5. Cooperation and information exchange between Inquiry Points and Notification Authorities established under the World Trade Organization (WTO) Technical Barriers to Trade (TBT) Agreement;
6. Exchange of scientists, including visits and research studies by teams or individuals of one Party to the facilities of the other;
7. Comparison of measurement standards; and
8. Other forms of cooperation and collaboration as determined by the Parties.

Article 3

Management

In order to coordinate the related activities under this Protocol, each Party shall designate a representative to consult, review and plan cooperation activities and other related affairs. The representative from the U.S. side will be the Director of the Office of International and Academic Affairs (OIAA) at the National Institute of Standards and Technology (NIST). The representative from the Chinese side will be the Director General of the International Cooperation Department of AQSIQ.

Article 4

Working Groups

In order to carry out the activities under this Protocol, the Parties agree to establish Joint Working Groups. Each Party shall designate two persons to be members of each Working Group, one of whom shall act as that Party's Chairperson. The two co-Chairpersons shall, by correspondence, discuss the details of implementation of each project. When necessary, a meeting may be convened by mutual agreement to discuss matters related to the implementation of this Protocol. The Joint Working Groups may include:

1. A Metrology Working Group-Points of Contact: On the U.S. side, the Office of International and Academic Affairs (OIAA) at NIST and on the Chinese side, the Foreign Affairs Office at the National Institute Metrology (NIM).
2. A Documentary Standards Working Group-Points of Contact: On the U.S. side, Technology

Services (TS) at NIST and on the Chinese side, the International Cooperation Department at the Standardization Administration of China (SAC) .

3. A Conformity Assessment Working Group-Points of Contact: On the U.S. side, the Standards Services Division (SSD) at NIST and on the Chinese side, the International Cooperation Department at the Certification and Accreditation Administration (CNCA) .

Article 5

Finance

The cooperative activities carried out under this Protocol shall be subject to the amount of funds available to the Parties. The specific tasks, obligations, and conditions with respect to the above-mentioned activities, including responsibility for the payment of costs, shall be decided by mutual agreement on a case-by-case basis. Unless agreed otherwise, the cost of international transportation between the United States of America and the People's Republic of China and subsistence (food and lodging) shall be borne by the sending Party. Each Party shall be responsible for its own costs incurred under this Protocol, including health care and general liability insurance. This Protocol does not require the Parties to obligate funds in support of the activities contemplated herein.

Article 6

Projects and Programs

Specific cooperative activities, as mutually agreed, and the terms under which they will be conducted, including financial arrangements, if any, shall be described in separate written "Project Implementing Agreements" entered into under this Protocol. New cooperative activities covered by Project Implementing Agreements shall be attached as Annexes to this Protocol. In the case of any inconsistency, the terms of this Protocol shall prevail.

Article 7

Information Security

The Parties agree that neither Party shall disclose or distribute any confidential information, document or data received or supplied to the other Party in the course of the implementation of this Protocol or any other agreements made pursuant to this Protocol, to any third party except to the extent as authorized in writing to do so by the other Party.

Article 8

Intellectual Property

The protection of intellectual property created or furnished in the course of the activities carried out under this Protocol, and the allocation of rights for such intellectual property and for business confidential information obtained and/or exchanged pursuant to this Protocol, shall be governed by the provisions of the Science and Technology Agreement.

Article 9

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.

Article 10

Duration, Amendment and Termination

This Protocol shall enter into force on December 9, 2008, and shall remain in force for a 5-year period. Thereafter, it may be amended, or extended for additional 5-year periods, by written agreement of the Parties. Either Party may terminate this Agreement upon six months' prior written notice to the other Party. Expiration or termination of the Protocol shall not affect the validity or duration of projects that were initiated prior to such expiration or termination.

Article 11

Conflicts

Any conflicts arising from the activities carried out under this Protocol shall be governed by the provisions of the Science and Technology Agreement.

Article 12

Title to Equipment

Title to any equipment sent by one side to the other side shall remain with the sending side, during or after the period of this Protocol. Any change in title of equipment will be by mutual agreement.

Article 13

Legal Requirements and Security Measures

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 representatives of both Parties. The Parties shall consult to identify legal requirements and appropriate security measures, if any, to be agreed upon in writing and applied to this information and equipment and shall, if appropriate, amend this Protocol to incorporate such measures.

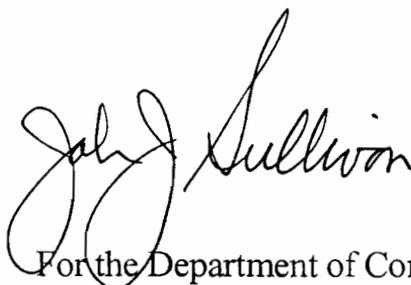
Article 14

Export Controlled

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 contracts of 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.

Done at Beijing on the 4th day of December, 2008, in duplicate, in the English and Chinese languages, both texts being equally authentic.



For the Department of Commerce
of the United States of America



For the General Administration of
Quality Supervision, Inspection and
Quarantine of the People's Republic
of China

美利坚合众国商务部
和中华人民共和国国家质量监督检验检疫总局
关于计量、标准和认证领域合作议定书

美利坚合众国商务部和中华人民共和国国家质量监督检验检疫总局（以下简称双方），根据和遵循 1979 年 1 月 31 日在华盛顿签订，后又修订并延长的《美利坚合众国政府和中华人民共和国政府科学技术合作协定》（以下简称科学和技术协定），为促进双方在计量、标准和认证领域的合作，在双方认同计量、标准和认证体系是贸易的重要基础上，达成协议如下：

第一条 目标

双方在促进双边贸易、提高产品质量、加快技术标准发展、计量科学合作方面有着共同利益，双方同意遵循两国现行的法律和法规，在平等、互利、互惠的基础上开展计量、标准和认证领域的合作。

第二条 合作领域和形式

双方同意在计量以及相关基础和应用科学、计量标准、文献标准和合格评定程序等双方共同感兴趣的领域，以及其它双方协商一致的领域开展合作，可以采用下列形式：

1. 交换和提供计量、标准和认证领域的信息；
2. 组织专题研讨会，定期交流计量、标准和认证领域的发展，并就双方感兴趣的问题交换意见；

3. 开展以实验、试验和其它技术协作形式的合作研究和技术开发活动；
4. 加强市场推动的计量、标准和认证的相关合作；
5. 开展WTO技术性贸易壁垒协定（TBT协定）框架下TBT通报咨询点的交流与合作；
6. 科学家之间的交流，包括专家组或个人到另一方设施访问和研修；
7. 计量标准的比对；
8. 以及双方同意的其它形式的合作及协作。

第三条 管理

为协调本议定书下开展的相关活动，各方应各指定一名代表，互相协商、审核和计划合作活动及其它有关事务。美方代表为美国国家标准技术研究院国际与科学事务办公室主任，中方代表为中国国家质量监督检验检疫总局国际合作司司长。

第四条 工作组

为了实施本议定书下的活动，双方同意成立联合工作组。各方应指定二人为工作组成员，其中一人为组长。双方合作组长将通过信函方式，讨论各个项目实施的具体细节。必要时，经双方同意，可举行会晤，讨论与实施本议定书有关的事务。联合工作组将包括：

1. 计量工作组

联络点：美方为国家标准技术研究院国际与科学事务办公室（OIAA），中方为中国计量科学研究院（NIM）外事办公室。

2. 文献标准工作组

联络点：美方为国家标准技术研究院技术服务处（TS），中方为中国国家标准化管理局（SAC）国际合作部。

3. 认证认可工作组

联络点：美方为国家标准技术研究院国家标准服务部（SSD），中方为中国国家认证认可管理局（CNCA）国际合作部。

第五条 经费

根据本议定书开展的合作活动应视双方所能获得的资金情况确定。根据上述合作活动确定的具体任务、义务及条件，包括费用的承担，将由双方逐项商定。除双方另行商定外，美国和中国之间的国际旅费、生活费（食宿）由派遣方承担。本议定书下开展的活动所发生的其它费用，包括个人旅行医疗和一般责任险由各方自行承担。本议定书不强制规定双方有义务为本议定书有关的活动提供资金。

第六条 项目和计划

经双方同意的专项活动以及开展这些活动的条款，包括经费安排应在本议定书下的“项目实施协议”中分别予以明确。新的合作活动将写入“项目实施协议”作为本议定书附件。若本议定书条款与所附附件条款相悖，则以本议定书为准。

第七条 信息安全

双方同意，在实施本议定书或根据议定书制定其他协议时，除非得到对方的书面同意，否则任何一方不得向第三方泄漏或散布从另一方得到的或向另一方提供的机密信息、文件和资料。

第八条 知识产权

在本议定书下开展的活动中产生或提供的知识产权的保护及其所属权的分配，以及根据本议定书获取和/或交换的商业机密信息应按照科学和技术协定规定处理。

第九条 安全

双方应在合作活动中遵循国家适用的法律和法规，制定和实施相关政策 and 行动以确保和提供雇员、公众和环境的安全。

第十条 期限、修改和终止

本议定书于2008年12月9日起生效，有效期5年。此后经双方书面同意，本议定书可予以修改或延长5年。任何一方可以在期满前6个月书面通知对方终止本协议。本议定书的期满或终止不影响在本议定书期满或终止前启动的项目的有效期或期限。

第十一条 争议

本议定书下开展的活动所引起的任何争议，双方应按照科学和技术协定规定处理。

第十二条 仪器所有权

在本议定书实施期间或终止之后，由一方提供给另一方的仪器应归属提供方。仪器所有权的任何变更应经双方同意。

第十三条 法律要求和安全措施

双方同意，本议定书下以国防利益或对外关系要求保护的和按

照国家适用的法律和法规规定为机密的情报或仪器不予提供。若按照本议定书在合作活动过程中已知或认为要求这类保护的情报和仪器，应立即提请双方代表关注。双方应协商并以书面形式确定对这些情报和仪器所适用的法律要求并采取适当的安全措施。如可行，修改本议定书，使其与这些措施相一致。

第十四条 出口控制

双方之间传递非机密的出口受控情报或仪器应遵循各方的有关法律和法规。若任何一方认为有必要，有关防止非授权传递或传达这些情报或仪器的详细规定应列入项目合同附件。此类情报或仪器应标明为出口受控，双方应协商确定对传递此类情报或仪器的适当限制或其他要求。

本议定书于2008年12月4日在北京签署，一式两份，每份均用英文和中文写成，两种文本具有同等效力。



美利坚合众国商务部



中华人民共和国
国家质量监督检验检疫总局