

No. 23085

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**AUSTRALIA**  
and  
**CHINA**

**Agreement on the reciprocal exchange of sites for construction of diplomatic compounds (with appendices). Signed at Beijing on 5 August 1982**

*Authentic texts: English and Chinese.*

*Registered by Australia on 18 September 1984.*

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**AUSTRALIE**  
et  
**CHINE**

**Accord relatif à l'échange mutuel de terrains pour la construction d'ensembles immobiliers à usage diplomatique (avec appendices). Signé à Beijing le 5 août 1982**

*Textes authentiques : anglais et chinois.*

*Enregistré par l'Australie le 18 septembre 1984.*

AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE PEOPLE'S  
REPUBLIC OF CHINA AND THE GOVERNMENT OF AUSTRALIA  
ON THE RECIPROCAL EXCHANGE OF SITES FOR CONSTRUCTION  
OF DIPLOMATIC COMPOUNDS

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The Government of the People's Republic of China and the Government of Australia have agreed as follows:

*Article 1.* The Government of the People's Republic of China grants to the Government of Australia a vacant unencumbered site of fourteen thousand five hundred and thirty-five (14,535) square metres of land on the northern side of the Dong Zhi Men Wai Street in the San Li Tun area of Beijing.

The plan of this site, attached as Appendix 1,<sup>2</sup> is an integral part of the Agreement.

The Government of Australia may establish the following buildings and facilities on this site:

- Chancellery
- Ambassador's residence
- Dwellings for other members of the Embassy
- Garages and other necessary attachments
- Recreation facilities, medical facilities, greenhouses and school

*Article 2.* The Government of Australia grants to the Government of the People's Republic of China a vacant unencumbered site located at Section 99, Yarralumla in the Australian Capital Territory comprising twenty-one thousand six hundred and twenty-eight (21,628) square metres bordered by Flynn Drive, Forster Crescent and Coronation Drive.

The plan of the site, attached as Appendix 2,<sup>3</sup> is an integral part of this Agreement.

The Government of the People's Republic of China may establish the following buildings and facilities on this site:

- Chancellery
- Ambassador's residence
- Dwellings for other members of the Embassy
- Garages and other necessary attachments
- Recreation facilities, medical facilities, greenhouses and school

*Article 3.* Both Governments shall provide gratis the use of the land referred to in Articles 1 and 2 for such period as this Agreement shall remain in force and shall be exempt from any taxes on the land, buildings, equipment and facilities mentioned in this Agreement, with the exception of such taxes and expenses for usual public utilities such as those fees normally charged for water, electricity, gas and sewage treatment, garbage disposal and street sanitation.

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<sup>1</sup> Came into force on 5 August 1982 by signature, in accordance with article 14.

<sup>2</sup> See p. 271 of this volume.

<sup>3</sup> See p. 272 of this volume.

*Article 4.* Neither Government shall have the right to sell or transfer to a third party the land granted under this Agreement or the buildings and facilities erected thereon without the consent of the other Government.

*Article 5.* Each host Government shall at its own expense lay to the boundaries of the site the facilities required for the supply of electricity, water and gas, telephones, and sewerage and rainwater drainage systems necessary to meet the needs of the buildings and facilities erected thereon and in the interim to meet the needs of constructing such buildings and facilities.

*Article 6.* Each Government shall assist the other by providing where possible technical details and rules and regulations affecting the design and construction of the buildings and facilities to be established on the site.

*Article 7.* Each Government shall provide the other Government free of charge such information necessary for design such as topographic (survey and drawing), hydrographic and climatic conditions and other basic data, geological material and relevant information concerning construction conditions and methods, building material and equipment, local development and public services.

*Article 8.* The building plan of each Government shall be subject to the approval of the appropriate authorities of the other Government, such approval not to be delayed beyond three months. The plan, drawing, statistics and other data necessary for obtaining such approval shall be provided by the Government receiving the land. The fees arising from these procedures shall be met by the host Government.

Any extension or construction of new buildings by either Government after the completion of the approved construction must be approved by the other Government.

*Article 9.* Each Government may entrust the construction departments of the other Government or of its own country with the task of design and construction. It may employ engineers, technicians and skilled workers of its own country.

The number of the above-mentioned persons shall be subject to the approval of the host Government and they shall apply for entry visas through the usual procedures.

*Article 10.* The Embassies of both Parties may import building materials, equipment and other materials in relation to approved buildings and facilities free from all customs duties and taxes and levies.

The host Government shall facilitate the clearance through customs of the materials mentioned in the previous paragraph and shall assist in arranging suitable storage facilities for the imported building materials, equipment and other materials of the other Government until the time of their use. The costs of such storage shall be met by the other Government.

*Article 11.* Buildings and facilities constructed for the Government of Australia at its own expense on the site in Beijing described in Article 1 of this Agreement shall be the property of the Government of Australia.

Buildings and facilities constructed for the Government of the People's Republic of China at its own expense on the site in Canberra described in Article 2 of this Agreement shall be the property of the People's Republic of China.

Each host Government shall provide a mutually acceptable site in exchange for the land originally provided to the other Government if for any reason it is necessary to resume such land for some special purpose prior to the expiration of this Agreement. In such circumstances the host Government shall give to the other five years' notice to vacate and will compensate the other Government according to the assessed value of the buildings and facilities erected thereon.

If this Agreement is not extended upon expiration, the property right in the buildings and facilities mentioned in this Article shall revert to the host Government, which shall recompense the other Government according to the assessed value of such buildings and facilities at the expiration of this Agreement.

Any compensation payable to either Government under this Article shall be an amount mutually acceptable to both Governments.

*Article 12.* After the new diplomatic compound of the Embassy of the People's Republic of China is completed on the land described in Article 2 of this Agreement, the land and premises which the Embassy of the People's Republic of China currently occupies in Canberra being Block 1 Section 61 Watson shall be made available for sale. At the time of the sale, the Government of Australia shall extend the time limit of the land deed it granted to this block of land for a further fifty years.

*Article 13.* After the new diplomatic compound of the Embassy of Australia is completed on the land defined in Article 1 of this Agreement, the Embassy of Australia shall vacate and hand back to the Government of the People's Republic of China the premises situated at 15 Dong Zhi Men Wai Street in San Li Tun area, Beijing with the exception of any temporary structures erected at Australian Government expense. These temporary structures will be removed at the expense of the Australian Government.

*Article 14.* This Agreement shall enter into force on the date of signature, and thereafter shall remain in force until 31 December 2072. Thereafter it shall remain in force for a further period of ninety years unless either Government has given notice on or before 31 December 2071 of its intention to terminate the Agreement.

DONE in duplicate at Beijing on this fifth day of August, 1982 in the Chinese and English languages, both texts being equally authentic.

[Signed — Signé]<sup>1</sup>

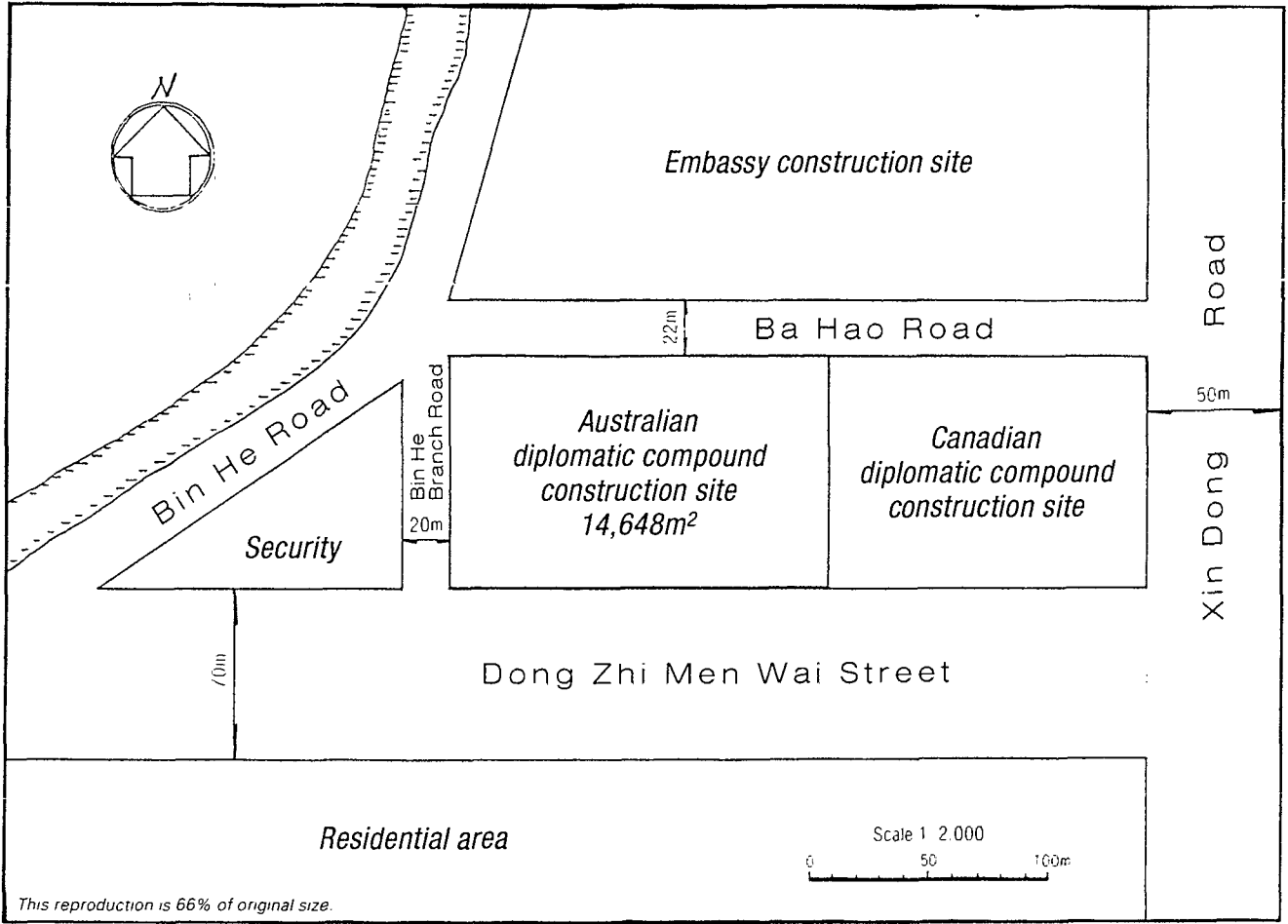
For the Government  
of Australia

[Signed — Signé]<sup>2</sup>

For the Government  
of the People's Republic of China

<sup>1</sup> Signed by H. A. Dunn — Signé par H. A. Dunn.

<sup>2</sup> Signed by Fan Zuokai — Signé par Fan Zuokai.



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APPENDIX I

