

No. 23084

**AUSTRALIA
and
CHINA**

**Agreement on a programme of technical co-operation for
development. Signed at Beijing on 2 October 1981**

Authentic texts: English and Chinese.

Registered by Australia on 18 September 1984.

**AUSTRALIE
et
CHINE**

**Accord relatif à un programme de coopération technique pour
le développement. Signé à Beijing le 2 octobre 1981**

Textes authentiques : anglais et chinois.

Enregistré par l'Australie le 18 septembre 1984.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF AUSTRALIA AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA ON A PROGRAM OF TECHNICAL CO-OPERATION FOR DEVELOPMENT

The Government of Australia and the Government of the People's Republic of China, desiring to strengthen friendly relations between the two countries, have agreed as follows:

Article 1. OBJECTIVES

(1) Both Governments shall co-operate in a Program of technical co-operation for development in support of the plan by the Government of the People's Republic of China for the modernisation of China.

(2) The Program shall be directed to assisting those sectors of the economy of China to which the Government of the People's Republic of China accords greatest priority and in which the Government of Australia has significant expertise.

(3) Technical co-operation undertaken by the Government of Australia pursuant to this Agreement shall be in support of specific projects undertaken as part of the plan for modernisation of China by the Government of the People's Republic of China and for which the Government of the People's Republic of China bears responsibility.

Article 2. CO-ORDINATING AUTHORITIES

(1) The Australian Development Assistance Bureau of the Department of Foreign Affairs shall be the Australian Co-ordinating Authority. The Ministry of Economic Relations with Foreign Countries shall be the People's Republic of China's Co-ordinating Authority.

(2) The two Co-ordinating Authorities shall be responsible for the planning and co-ordination of the Program which shall include but not be limited to:

- (a) Establishing priorities under the Program;
- (b) Choosing projects for implementation under the Program;
- (c) Reviewing and reporting on progress in the Program to the two Governments; and
- (d) Recommending to the two Governments any appropriate changes to the Program including budget and future development.

Article 3. SHARING OF COSTS

(1) The Government of Australia shall meet foreign exchange costs relating to training, materials, services and equipment for each project, together with payment of salaries, allowances, travel between Australia and the project area, accommodation and living expenses of all Australian project personnel. These foreign exchange costs shall be provided on a grant basis.

(2) The Government of the People's Republic of China shall meet all costs incurred in China by the Government of the People's Republic of China in support of each project.

¹ Came into force on 2 October 1981 by signature, in accordance with article 15 (1).

Such costs would normally include salaries and allowances of Chinese personnel, materials, services and equipment supplied from within China for the project, together with office accommodation and administrative support for Australian project personnel.

Article 4. FINANCIAL COMMITMENTS

(1) The cost to the Government of Australia of the Australian contribution to the Program, and to individual projects within the Program, is conditional upon annual Australian Parliamentary approval of appropriations.

(2) Program or project financial disbursement estimates shall be indicative planning figures and not financial commitments.

Article 5. INDIVIDUAL PROJECTS

(1) In order to give effect to the Program the two co-ordinating authorities may enter into arrangements in writing for the purpose of carrying out individual technical co-operation projects within the scope of the Agreement. Wherever possible, such arrangements shall contain provisions with respect to:

- (a) The name and duration of the project;
- (b) A description and statement of objectives of the project;
- (c) Details of the contributions to the project by the two Governments including:
 - (i) Financial contributions;
 - (ii) Materials, services and equipment to be supplied;
 - (iii) The numbers and areas of expertise of Australian personnel to be engaged; and
 - (iv) Estimated annual budgets;
- (d) Timetable for implementation of the project; and
- (e) Evaluation and review arrangements for the project.

(2) The two Co-ordinating Authorities may amend and supplement the arrangements for each project.

Article 5. PROJECT CO-ORDINATING COMMITTEES

(1) In respect of each project a Joint Project Co-ordinating Committee shall:

- (a) Review and report on progress to the two Governments;
- (b) Recommend to the two Governments any appropriate changes in the project including budget and future development; and
- (c) Undertake such other functions as may be set out in arrangements between the two Co-ordinating Authorities.

(2) The Chairman of each Project Co-ordinating Committee shall be appointed by the Chinese Co-ordinating Authority. The Committee shall include members appointed by the People's Republic of China's Co-ordinating Authority and the Australian Co-ordinating Authority.

(3) Unless mutually arranged otherwise between the two Co-ordinating Authorities, Project Co-ordinating Committees shall meet at least twice a year at mutually acceptable times and places.

Article 7. EVALUATION

An evaluation of progress of each project may be made at times arranged between the two Governments. Such an evaluation would be undertaken by a joint review team appointed by the two Governments.

Article 8. PERSONNEL

In order to facilitate the engagement of Australian personnel required to implement the aforementioned Australian contribution the Government of the People's Republic of China shall in respect to such personnel:

- (a) Grant exemption from income taxes on salaries and allowances;
- (b) Grant exemption from import duties and consolidated industrial and commercial taxes on personnel and on household effects of themselves and their dependants, declared at their first entry into China;
- (c) Assist in clearance through Customs of the goods mentioned in sub-paragraph (b);
- (d) Grant all rights and entitlements accorded to the aid personnel of any donor country or organization; and
- (e) Expedite the issue of all documentation required for the entry and exit of Australian personnel and their dependants from the People's Republic of China and the performance of the work of Australian personnel.

Article 9. AUSTRALIAN PROJECT SUPPLIES

(1) In respect of material and equipment forming part of the Australian contribution (called "Australian Project Supplies") the Government of the People's Republic of China shall:

- (a) Be responsible for all the formalities of clearance including payment of import duties and other taxes in accordance with the relevant provisions as stipulated in the laws of taxes and duties of the People's Republic of China;
- (b) Facilitate movement of such supplies by providing appropriate customs and wharfage facilities in the port closest to the site of the project; and
- (c) Provide expeditious transport to the site of the project.

(2) Australian Project Supplies shall be available only for the purposes of the project and shall not be withdrawn from that use without the consent of the Australian Coordinating Authority.

Article 10. FACILITATION OF PROJECTS

The Government of the People's Republic of China shall use its best endeavours to facilitate the implementation of projects.

Article 11. CLAIMS

Recognising that activities under this Agreement are being undertaken for the benefit of the people of China, the Government of the People's Republic of China shall bear all risks associated with operations carried out in pursuance of this Agreement and shall deal with any claims which may be brought by third parties against the Government of Australia, its servants or Australian personnel and shall hold harmless the Government of Australia and Australian personnel in case of any claims resulting from operations

under the Agreement except where it is mutually decided by the two Governments that such claims arise from gross negligence or wilful misconduct of agents of the Government of Australia or of Australian personnel.

Article 12. SECURITY

The Government of the People's Republic of China shall arrange for protective services necessary to ensure the safety of:

- (i) The person and property of the Australian personnel and of their dependants; and
- (ii) Australian Project Supplies.

Article 13. CONSULTATIONS

The two Governments shall consult together upon request of either Government regarding any matter relating to the terms of the Agreement and shall endeavour jointly in a spirit of co-operation and mutual trust to resolve any difficulties or misunderstandings which may arise.

Article 14. AMENDMENT

The Agreement may be amended and supplemented by agreement in writing between the two Governments.

Article 15. ENTRY INTO FORCE AND DURATION

(1) This Agreement shall enter into force on the date of signature and shall remain in force for a period of three years from that date.

(2) If neither Government gives written notice to the other at least six months prior to the expiration of this period of its desire to terminate the Agreement, the Agreement shall be automatically extended for a period of one year and shall thereafter be renewable in the same manner.

DONE in duplicate at Beijing on this day of 2 October, 1981 in the English and Chinese languages, both texts being equally authoritative.

For the Government
of Australia:

[Signed — Signé]¹

For the Government
of the People's Republic of China:

[Signed — Signé]²

¹ Signed by Michael Mackellar — Signé par Michael Mackellar.

² Signed by Chen Muhua — Signé par Chen Muhua.