

No. 25989

**FINLAND
and
CHINA**

**Agreement on scientific and technological cooperation.
Signed at Beijing on 17 September 1986**

Authentic texts: Finnish, Chinese and English.

Registered by Finland on 22 June 1988.

**FINLANDE
et
CHINE**

**Accord relatif à la coopération scientifique et technique.
Signé à Beijing le 17 septembre 1986**

Textes authentiques : finnois, chinois et anglais.

Enregistré par la Finlande le 22 juin 1988.

AGREEMENT¹ ON SCIENTIFIC AND TECHNOLOGICAL COOPERATION BETWEEN THE GOVERNMENT OF THE REPUBLIC OF FINLAND AND THE PEOPLE'S REPUBLIC OF CHINA

The Government of the Republic of Finland and the Government of the People's Republic of China, hereinafter referred to as the Contracting Parties,

Desiring to further develop the friendly relationship and to promote the cooperation in the field of science and technology between the two countries,

Recognizing also the favourable impact of scientific and technological cooperation on the endeavours of both countries to increase trade and to create closer economic cooperation between them,

Have agreed as follows:

Article 1

The Contracting Parties shall, in accordance with their possibilities and common interest and within the framework of their respective laws and regulations, encourage and develop scientific and technological cooperation between the two countries on the basis of equality and mutual benefit.

Article 2

The Contracting Parties shall undertake the following cooperation in appropriate ways:

- 1) Exchange of scientific and technological information and data;
- 2) Exchange of science and technology delegations, scientists, researchers, technicians and trainees for visits, study tours and advanced studies;
- 3) Joint research on projects of mutual interest;
- 4) Organization of bilateral scientific and technical symposia and meetings;
- 5) Other forms of scientific and technological cooperation as may be agreed by the Contracting Parties.

Article 3

The Contracting Parties shall implement this Agreement according to the principle of reciprocity.

Article 4

Pursuant to the aims of this Agreement, the Contracting Parties shall encourage and facilitate direct contacts and cooperation between their scientific institutions, research centers and enterprises and the conclusion of separate implementing arrangements for the conduct of such cooperative activities under this Agreement.

¹ Came into force on 1 February 1987, i.e., 30 days after the date on which the Contracting Parties had notified each other (on 2 January 1987) of the completion of the required legal procedures, in accordance with article 10 (1).

Article 5

1) Financial arrangements related to the implementation of this Agreement shall be agreed upon separately when the implementation programmes are being formulated.

2) The Contracting Parties agree, that unless otherwise decided, the sending party shall, with regard to expenses related to the working sessions mentioned in Article 7 and to the exchange of scientists, technical experts and trainees participating in the exchange programmes under this Agreement, cover the international travel expenses and wages and the receiving party shall defray the costs for board, accommodation, transportation and medical care within its territory.

3) Each Contracting Party shall use its best efforts to facilitate, in accordance with its laws and regulations, entry to and exit from its territory of personnel and equipment of the other country engaged or used in projects and programmes under this Agreement.

Article 6

The authorities responsible for coordinating the implementation of this Agreement will be the Ministry of Trade and Industry on the Finnish side and the State Science and Technology Commission on the Chinese side.

Article 7

1) The Contracting Parties agree that working sessions will be held as required alternately in the two countries, to review and discuss the development of the scientific and technological cooperation between the two Contracting Parties and to agree on matters related to the implementation of this Agreement.

2) The coordinating authorities shall, within their respective framework, designate special administrative departments to organize the cooperation and maintain contacts between working sessions.

3) Each party shall entrust its embassy in the other country to keep frequent contact with the other party for an effective implementation of this Agreement.

Article 8

1) Matters regarding the sharing of results of joint research and the disposition of patents, copyrights, designs and other industrial and intellectual property arising from the cooperative activities under this Agreement shall be agreed upon in the separate implementing arrangements.

2) The Contracting Parties shall undertake the obligation to keep confidential technical information, trade secrets and other confidential information which have not been made public.

Article 9

This Agreement shall not impede other arrangements for scientific and technical cooperation between the Contracting Parties.

Article 10

1) This Agreement shall enter into force thirty days after the Contracting Parties have notified each other that the legal procedures required by this Agreement

have been completed and shall remain in force for a period of five years. The Agreement shall be automatically extended for a period of one year unless either Party gives a written notice of its termination not later than six months before the expiry of this Agreement and shall thereafter be renewable accordingly.

2) The termination of this Agreement shall not affect the carrying out of any project or programme undertaken under this Agreement or any of its implementing arrangements not fully executed at the time of the termination of the Agreement.

DONE in duplicate in Beijing on September 17, 1986, in the Chinese, Finnish and English languages, all three texts being equally authentic. In the case of divergence of interpretation the English text shall prevail.

For the Government of the Republic of Finland:

RISTO HYVÄRINEN

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

SONG JIAN
