

No. 29576

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**FEDERAL REPUBLIC OF GERMANY  
and  
CHINA**

**Agreement regarding technical cooperation (with exchange  
of notes). Signed at Beijing at 13 October 1982**

*Authentic texts of the Agreement: German, Chinese and English.*

*Authentic texts of the exchange of notes: German and Chinese.*

*Registered by Germany on 8 February 1993.*

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**RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE  
et  
CHINE**

**Accord de coopération technique (avec échange de notes).  
Signé à Beijing le 13 octobre 1982**

*Textes authentiques de l'Accord : allemand, chinois et anglais.*

*Textes authentiques de l'échange de notes : allemand et chinois.*

*Enregistré par l'Allemagne le 8 février 1993.*

AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE FEDERAL  
REPUBLIC OF GERMANY AND THE GOVERNMENT OF THE  
PEOPLE'S REPUBLIC OF CHINA REGARDING TECHNICAL  
CO-OPERATION

The Government of the Federal Republic of Germany

and

the Government of the People's Republic of China,

on the basis of the friendly relations existing between the  
two countries and their peoples,

considering their common interest in promoting the technical  
and economic development of their countries, and

desiring to intensify their relations through technical co-  
operation in a spirit of partnership,

have agreed as follows:

Article 1

- (1) The Contracting Parties shall co-operate with a view to  
furthering the economic and social development of their  
peoples.
- (2) The present Agreement embodies the basic conditions for  
technical co-operation between the Contracting Parties.  
The Contracting Parties may conclude supplementary arrange-  
ments regarding individual projects of technical co-  
operation (hereinafter referred to as "project arrange-  
ments"). Each Contracting Party shall be responsible for  
projects of technical co-operation in its own country.

<sup>1</sup> Came into force on 12 April 1983, the date on which the Contracting Parties notified each other (on 23 February and 12 April 1983) of the completion of the national requirements, in accordance with article 8 (1).

Project arrangements shall define a joint project concept, specifying in particular the project objective, the contributions to be made by the Contracting Parties, the functions and organizational positions of the participants, and the time schedule.

- (3) The Federal Ministry for Economic Co-operation of the Government of the Federal Republic of Germany and the Ministry of Foreign Economic Relations and Trade of the People's Republic of China shall co-ordinate the implementation of the present Agreement.

## Article 2

- (1) Project arrangements may provide for assistance by the Government of the Federal Republic of Germany in the following:
  - (a) training, advisory and research centres as well as other facilities relating to technical co-operation in the People's Republic of China;
  - (b) preparation of plans, studies and reports;
  - (c) other areas of co-operation agreed by the Contracting Parties.
- (2) Such assistance may
  - (a) include the secondment of experts such as instructors, advisers, consultants, specialists, scientific and technical personnel, project assistants and auxiliary personnel; all personnel seconded on behalf of the Government of the Federal Republic of Germany will hereinafter be referred to as "seconded experts";
  - (b) include the supply of material and equipment (hereinafter referred to as "material");

- (c) include the basic or further training of Chinese technical and managerial personnel in the Federal Republic of Germany or other countries;
  - (d) take some other appropriate form agreed by the Contracting Parties.
- (3) The Government of the Federal Republic of Germany shall, unless otherwise provided in the project arrangements, make at its expense the following contributions to assisted projects:
- (a) remuneration of the seconded experts;
  - (b) accommodation for the seconded experts and their families, insofar as such costs are not met by the experts themselves;
  - (c) official travel by the seconded experts within and outside the People's Republic of China;
  - (d) procurement of the material referred to in paragraph 2 (b) above;
  - (e) transport and insurance to the project site for the material referred to in paragraph 2 (b) above; this shall not include payment of the charges and storage fees referred to in Article 3 (b) of the present Agreement;
  - (f) basic or further training of Chinese technical and managerial personnel including travel costs arising under the training programme with the exception of the outward and return travel costs between the place of residence and the place of training.

- (4) Unless otherwise provided in the project arrangements, the material supplied for the projects on behalf of the Government of the Federal Republic of Germany shall become the property of the People's Republic of China on arrival in the People's Republic of China; the material shall be at the unrestricted disposal of the assisted projects and the seconded experts for the fulfilment of their tasks.
- (5) The Government of the Federal Republic of Germany shall notify the Government of the People's Republic of China of the co-operating agencies, organizations or authorities it will charge with the implementation of its assistance for the respective project. The co-operating agencies, organizations or authorities so charged will hereinafter be referred to as "the implementing agency".

### Article 3

The Government of the People's Republic of China shall make the following contributions:

It shall

- (a) provide at its expense for the projects in the People's Republic of China the land and buildings required, including equipment and furnishings for the buildings insofar as such equipment and furnishings are not supplied by the Government of the Federal Republic of Germany at its expense;
- (b) be responsible, in respect of the import and export of the material supplied for the projects on behalf of the Government of the Federal Republic of Germany, for the handling of all the formalities of prompt customs clearance as well as for the granting of the licences required; it shall assume the costs of harbour dues, import and export duties and any other public charges as well as storage fees for the material supplied for the projects on behalf of the Government of the

Federal Republic of Germany. The afore-mentioned shall, at the request of the implementing agency, also apply to material procured in the People's Republic of China;

- (c) meet the operation and maintenance costs of the projects;
- (d) make available at its expense ~~the~~ Chinese experts and auxiliary personnel required; the project arrangements ~~should~~ include a time schedule for their assignment;
- (e) ensure that the functions of the seconded experts are taken over as soon as possible by Chinese experts. Where the latter are to receive basic or further training in the People's Republic of China, the Federal Republic of Germany or other countries pursuant to the present Agreement, it shall in good time nominate, in collaboration with the mission of the Federal Republic of Germany in the People's Republic of China or with experts designated by the mission, sufficient candidates for such training. It shall only nominate such candidates as have given an undertaking to work on the respective project after completing their training for as long as necessary to ensure its continuation;
- (f) recognize, in accordance with their respective standard, examinations passed by citizens of the People's Republic of China having received basic or further training pursuant to the present Agreement, and shall in particular endeavour to afford the persons concerned commensurate with their professional knowledge and skills the same opportunities with regard to careers, appointments and advancement as are afforded graduates of equivalent Chinese courses of training;
- (g) afford the seconded experts any assistance they may require in carrying out the tasks assigned to them, including permits for travel in the country, and make available all necessary records and documents;

- (h) ensure the provision of the contributions required to implement the projects, insofar as these are not provided by the Government of the Federal Republic of Germany pursuant to the project arrangements;
- (i) ensure that all Chinese agencies concerned with the implementation of the present Agreement and the project arrangements are fully informed of their contents in good time.

#### Article 4

- (1) The Government of the Federal Republic of Germany shall ensure that the seconded experts are pledged
  - (a) to do their best, within the framework of the arrangements concluded on their work, to help achieve the purposes set forth in Article 55 of the Charter of the United Nations;
  - (b) not to interfere in the internal affairs of the People's Republic of China;
  - (c) to respect the laws, applicable rules and regulations of the People's Republic of China as well as the customs of the country;
  - (d) not to engage in any gainful occupation other than that to which they have been assigned;
  - (e) to co-operate in a spirit of mutual confidence with the official agencies in the People's Republic of China.
- (2) The Government of the Federal Republic of Germany shall ensure that, before an expert is seconded, the consent of the Government of the People's Republic of China is ob-

tained. The implementing agency shall forward the curriculum vitae of the expert selected by it to the Government of the People's Republic of China together with a request for consent to his secondment. If no notification to the contrary is received from the Government of the People's Republic of China within two months, consent shall be assumed to have been granted.

- (3) If the Government of the People's Republic of China wishes a seconded expert to be recalled, it shall in good time contact the Government of the Federal Republic of Germany and give the reasons for its request. Similarly, the Government of the Federal Republic of Germany shall, when a seconded expert is to be recalled by the German side, inform the Government of the People's Republic of China thereof and give the reasons for doing so, at the earliest possible date. The Government of the Federal Republic of Germany shall replace as soon as possible any expert who has been recalled.

#### Article 5

- (1) The Government of the People's Republic of China shall ensure that the seconded experts and members of their families belonging to their household receive protection for their person and their property. It shall in particular:
  - (a) assume civil liability in place of the seconded experts in respect of any damage caused by them in carrying out a task assigned to them in accordance with the present Agreement. The Government of the People's Republic of China may not assert any claim for compensation against the seconded experts, unless they have caused the damage wilfully or through gross negligence;
  - (b) exempt, within the scope of its possibility, the persons referred to in the first sentence of this para-



graph from arrest or detention. Should any such person be under arrest or detention resulting from violating the laws of the People's Republic of China, the Government of the People's Republic of China shall inform promptly and through the fastest possible channels the Embassy of the Federal Republic of Germany of the incident, provide the information of the charges raised and on the progress of the legal procedure and permit representatives of the Embassy to visit the persons under arrest or detention and talk to them. The Embassy shall also be permitted to provide for the personal well-being of the afore-mentioned persons;

- (c) issue expeditiously to the persons referred to in the first sentence of this paragraph necessary visas and documents and permit their holders to enter and leave the People's Republic of China freely at any time;
- (d) issue to the persons referred to in the first sentence of this paragraph documents of identification referring to the protection and assistance afforded them by the Government of the People's Republic of China.

(2) The Government of the People's Republic of China shall

- (a) levy no taxes or other public charges on payments made from funds of the Government of the Federal Republic of Germany to seconded experts for services rendered under the present Agreement; the same shall apply to any payments made to firms carrying out assistance activities within the scope of the present Agreement on behalf of the Government of the Federal Republic of Germany;
- (b) permit the persons referred to in the first sentence of paragraph 1 above to import and export during their stay, duty and tax-free and without providing security, articles intended for personal use (the articles in question will be agreed separately); it shall also be

permitted to import and export replacements, duty and tax-free and without providing security, for such articles imported as have become unserviceable or been lost; the above-mentioned articles may not be transferred or sold to private persons after termination of the work of the seconded experts in the People's Republic of China;

- (c) permit the persons referred to in the first sentence of paragraph 1 above to import for their personal requirements medicaments, foodstuffs, beverages and other expendable goods;
- (d) issue promptly to the persons referred to in the first sentence of paragraph 1 above, free of charge and without requiring security, any necessary visas, work and residence as well as any other permits;
- (e) assist the persons referred to in the first sentence of paragraph 1 above in obtaining adequate housing.

#### Article 6

The present Agreement shall also apply to projects of technical co-operation begun by the Contracting Parties prior to the entry into force of the present Agreement.

#### Article 7

This Agreement shall, in accordance with the existing situation, also apply to Berlin (West).

#### Article 8

- (1) This Agreement shall enter into force on the date on which the two Contracting Parties notify each other that the

national requirements for such entry into force have been fulfilled.

- (2) This Agreement shall be valid for a period of five years. Thereafter, it shall be tacitly extended for successive periods of one year, unless it is denounced in writing by either Contracting Party three months prior to the expiry of any such period.
- (3) Any projects of technical co-operation begun prior to the expiry of the present Agreement shall remain subject to its provisions after expiry.

Done at Beijing on 13th October 1982

in duplicate in the German, Chinese and English languages, all three texts being authentic. In case of divergent interpretations of the German and Chinese texts, the English text shall prevail.

For the Government  
of the Federal Republic of Germany:  
[Signed — Signé]<sup>1</sup>

For the Government  
of the People's Republic of China:  
[Signed — Signé]<sup>2</sup>

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<sup>1</sup> Signed by Lautenschlager — Signé par Lautenschlager.

<sup>2</sup> Signed by Jia Shi — Signé par Jia Shi.

## [TRANSLATION]

EMBASSY OF THE FEDERAL REPUBLIC  
OF GERMANY  
PEKING

*The State Secretary in the Federal Foreign Office of the Federal Republic of Germany*

Peking, 13 October 1982

Excellency,

In referring to the Agreement signed today between our two Governments regarding Technical Co-operation and propose the following understanding:

The articles intended for personal use referred to in Article 5 paragraph 2 letter *b* include the following:

1) Objects of daily life needed by the seconded experts, including personal utensils needed for the fulfilment of their assignment;

2) Articles declared to the customs at their first importation and to be used for the installation of the household of seconded experts staying in the country for a period of one year or more. Such articles shall include in particular:

For each household one refrigerator, one deep-freeze, one washing machine, one tumbler dryer, one cooker, one typewriter, one television set, one video set, and for each person one radio, one record-player, one tape recorder, one air-conditioner, one heater, one transformer, one bicycle or motor cycle, one fan, one humidifier, one set of photo and film equipment, small electrical appliances as well as accessories and other objects of everyday use in German households.

3) Importation of motor cars for the private use of seconded experts staying in the country for one year or more is limited to one motor car for each house-

## [TRADUCTION]

AMBASSADE DE LA RÉPUBLIQUE  
FÉDÉRALE D'ALLEMAGNE  
PÉKIN

*Le Secrétaire d'Etat au Ministère des affaires étrangères de la République fédérale d'Allemagne*

Pékin, le 13 octobre 1982

Votre Excellence,

Je me réfère à l'Accord de coopération technique signé ce jour entre nos deux Gouvernements et propose l'accord suivant :

Les objets destinés à l'usage personnel visés à l'alinéa *b* du paragraphe 2 de l'article 5 sont notamment les suivants :

1. Objets de la vie quotidienne nécessaires aux spécialistes envoyés, y compris pour l'exécution de leurs tâches.

2. Objets pour lesquels une déclaration de douane a été remplie lors de la première importation et qui servent à l'équipement du ménage des spécialistes envoyés qui séjournent au moins un an dans le pays. Ces objets sont notamment les suivants :

Par ménage, un réfrigérateur, un congélateur, une machine à laver, une essoreuse, une cuisinière, une machine à écrire, un téléviseur, un magnétoscope et, par personne, un poste de radio, un tourne-disque, un magnétophone, un climatiseur, un appareil de chauffage, un transformateur, un vélo ou une motocyclette, un ventilateur, un humidificateur, un équipement photographique et cinématographique, de petits appareils électriques et des accessoires ainsi que d'autres objets utilisés quotidiennement dans les ménages allemands.

3. L'importation de voitures particulières destinées à l'usage personnel des spécialistes envoyés qui séjournent au moins un an dans le pays est limitée à

hold. The permits for importation, re-exportation and eventual non re-exportation of such cars can be obtained through the implementing agency of the Chinese side after the prescribed formalities of customs have been fulfilled by the said agency.

Please accept, Excellency, etc.

Dr. LAUTENSCHLAGER

His Excellency

Mr. Jia Shi

Vice-Minister

Ministry of Foreign Economic Relations  
and Trade People's Republic of China

Beijing

un véhicule par ménage. L'autorisation d'importation, de réexportation et éventuellement de non-réexportation peut être demandée auprès du service exécutant de la partie chinoise, après que celle-ci aura procédé aux formalités de dédouanement requises.

Veuillez agréer, Votre Excellence, etc.

LAUTENSCHLAGER

Son Excellence

Monsieur Jia Shi

Vice-Ministre au Ministère des relations  
économiques extérieures et du com-  
merce extérieur de la République po-  
pulaire de Chine

Beijing

[TRANSLATION<sup>1</sup> — TRADUCTION<sup>2</sup>]

[TRADUCTION — TRANSLATION]

*Ministry of Foreign Economic Relations  
and Trade of the People's Republic of  
China*

*Ministère des relations économiques  
extérieures et du commerce extérieur  
de la République populaire de Chine*

Beijing, October 13, 1982

Pékin, le 13 octobre 1982

Excellency,

Votre Excellence,

In referring to the Agreement signed today between our two Governments regarding Technical Co-operation, I have the honour to confirm the understanding which reads as follows:

Je me réfère à l'Accord de coopération technique signé ce jour entre nos deux Gouvernements et j'ai l'honneur de confirmer l'Accord ainsi conçu :

[See note I]

[Voir note I]

Accept, Excellency, the assurances of my highest consideration.

Veuillez agréer, Votre Excellence, etc.

Le Vice-Ministre au Ministère  
des relations économiques extérieures  
et du commerce extérieur  
de la République populaire de Chine,

JIA SHI

JIA SHI

Vice Minister  
Ministry of Foreign Economic Relations  
and Trade  
People's Republic of China,

The State Secretary in the Federal  
Foreign Office of the Federal Republic  
of Germany Dr. Hans Werner Lautenschlager

Monsieur Hans Werner Lautenschlager  
Secrétaire d'Etat au Ministère des affaires étrangères de la République fédérale d'Allemagne

<sup>1</sup> Translation supplied by the Government of the Federal Republic of Germany.

<sup>2</sup> Traduction fournie par le Gouvernement de la République fédérale d'Allemagne.