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**United States of America
and
China**

Agreement between the Department of Energy of the United States of America and the State Development Planning Commission of the People's Republic of China on cooperation concerning peaceful uses of nuclear technologies (with annex and appendix). Beijing, 29 June 1998

Entry into force: *29 June 1998 by signature, in accordance with article XI*

Authentic texts: *Chinese and English*

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**États-Unis d'Amérique
et
Chine**

Accord entre le Département de l'énergie des États-Unis d'Amérique et la Commission d'État sur la planification du développement de la République populaire de Chine relatif à la coopération concernant les utilisations pacifiques des technologies nucléaires (avec annexe et appendice). Beijing, 29 juin 1998

Entrée en vigueur : *29 juin 1998 par signature, conformément à l'article XI*

Textes authentiques : *chinois et anglais*

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附录一

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[ENGLISH TEXT – TEXTE ANGLAIS]

**AGREEMENT BETWEEN
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA
AND THE
STATE DEVELOPMENT PLANNING COMMISSION OF
THE PEOPLE'S REPUBLIC OF CHINA
ON
COOPERATION CONCERNING
PEACEFUL USES OF NUCLEAR TECHNOLOGIES**

The Department of Energy (DOE) of the United States of America and the State Development Planning Commission of the People's Republic of China (hereinafter referred to as the "Parties"):

Recognizing that the United States of America and the People's Republic of China are parties to the Treaty on the Non-Proliferation of Nuclear Weapons;

Reaffirming the Agreement for Cooperation Between the Government of the United States of America and the Government of the People's Republic of China Concerning Peaceful Uses of Nuclear Energy , signed on July 23, 1985; and

Noting the Agreement of Intent on Cooperation Concerning Peaceful Uses of Nuclear Technology Between the Department of Energy of the United States of America and the State Planning Commission of the People's Republic of China, signed on October 29, 1997; and

Wishing to enter into long-term cooperation in the peaceful uses of nuclear technologies;

Have agreed as follows:

ARTICLE I

1. Cooperation between the Parties in activities supporting peaceful nuclear technologies shall be directed towards exchanging information on, and finding solutions to mutually agreed problems. This cooperation may include the exchange of experience and results of theoretical, experimental, and conceptual design programs, and mutually agreed research and development projects. Cooperation between the two Parties shall be on the basis of mutual benefit, equality, and reciprocity.
2. Cooperation under this Agreement shall be carried out subject to the Agreement for Cooperation Between the Government of the United States of America and

the Government of the People's Republic of China Concerning Peaceful Uses of Nuclear Energy, signed July 23, 1985, and shall be in accordance with the laws and regulations of the respective countries.

3. Any technology transferred or acquired pursuant to this Agreement shall be used only for peaceful purposes.

ARTICLE II

The areas of cooperation covered by this Agreement may include the following:

1. Current and advanced light-water nuclear power reactors technologies including:
 - Reactor neutronics analysis and experimentation, including reactor and plant shielding and nuclear data;
 - Reactor and plant safety, including safety standards, system safety analysis, severe accidents analysis, and accident management;
 - Fuels and materials, including structural, component, absorber and circuit materials, long-life fuel and clad materials, reduced enrichment research reactor fuels and fuels which could tend to reduce or eliminate the production of material directly usable in nuclear explosive devices;
 - Nuclear steam supply systems and their associated components and equipment, including design standard, component, equipment, and system design, thermal hydraulics and structural analysis;
 - Engineered safety features and their associated components, including design standard, component and system design, structural analysis;
 - Reactor building, including containment design, structural and architectural analysis;
 - Instrumentation and control, application of computer science, including advanced digitization control and protection systems;
 - Quality assurance, non-destructive inspection practices and in-service inspection technologies;
 - Plant operation and management technology;
 - Economic methodology and evaluation technology;

- Plant aging and life extension;
 - Reactor deactivation and decommissioning, including fuel treatment and storage;
 - Nuclear material transportation, including transportation of spent fuel, and shipping casks;
 - Irradiation technology and advanced techniques in isotope production;
 - Technology and programs to enhance nuclear safety, including associated nuclear and environmental impact assessments;
2. Prevention and treatment of radiation occupational disease, and application of radiation technology and radioactive isotopes to medicine;
 3. Radiation protection/health physics;
 4. Environmental remediation, radioactive and chemical waste management, and spent fuel management;
 5. Export control of nuclear and nuclear related materials, equipment and technologies; nuclear materials protection, control and accounting; physical security of nuclear materials, equipment and technologies; and technology development for enhancement of international nuclear safeguards;
 6. Such other related areas of cooperation as may be added by written agreement of the Parties.

ARTICLE III

Cooperation under this Agreement with respect to the areas listed in Article II, may include but is not limited to the following forms:

1. Exchange of views and information;
2. Organization of, and participation in, seminars, workshops, and other meetings;
3. Exchange of scientists, engineers, and other specialists for agreed periods of time for cooperative training, participation in experiments, analysis, design, and other research, development and demonstration activities at scientific centers, academic institutions, nuclear reactor facilities, laboratories, engineering offices, and other facilities of the Parties or of contractors of the Parties;

4. Exchange, provision, or loan of samples, materials, instruments, components, and equipment for experiments, testing, and evaluation;
5. Short-term visits by specialist teams or individual staff to the civil nuclear facilities and non-nuclear facilities in support of the programs of the other Party, as may be agreed by the Parties, subject to the prior written agreement on each occasion by the Receiving Party;
6. The use by one Party of the facilities owned or operated by the other Party. Such use of facilities shall be the subject of separate written agreements between the Parties;
7. Joint projects, including research and development, in which the Parties agree to share the work and/or costs. Each such joint project shall be the subject of an itemized written implementing arrangement between the Parties in accordance with Article VI in this Agreement; and
8. Such other specific forms of cooperation as may be agreed by the Parties and approved by the Joint Coordinating Committee established pursuant to Article V.

ARTICLE IV

The Parties may invite additional public or private organizations within their respective countries or organizations within the other country with permission of the other Party to participate in activities under this Agreement. The related expenses will be set in the itemized written implementing arrangement.

ARTICLE V

1. To supervise and coordinate the implementation of this Agreement, a Joint Coordinating Committee on Cooperation in Peaceful Uses of Nuclear Technologies shall be established. Each Party will have one vote in the Joint Coordinating Committee and each Party may designate up to five members to participate in any Joint Coordinating Committee meeting. The Committee shall meet alternately in China and the United States, as mutually agreed by the Joint Coordinating Committee. The Head of the Delegation of the Host Party shall act as Chairman during meetings of the Committee. In addition, each Party shall have the right to invite advisors to such meetings, as necessary.
2. At its meetings, the Joint Coordinating Committee shall develop, review, and approve proposals for cooperation under this Agreement and evaluate their status.
3. For the detailed management of the cooperation, joint working groups may be appointed by the Joint Coordinating Committee to cover cooperation undertaken in areas listed in

Article II. Each joint working group shall agree on specific plans for cooperation in its respective area, within guidelines set by the Joint Coordinating Committee.

ARTICLE VI

The Parties shall conclude an itemized written implementing arrangement for each joint project which they agree to undertake pursuant to Article III(7). Each such itemized written implementing arrangement shall be subject to the provisions of this Agreement and shall contain appropriate provisions, on technical scope, management, costs, cost sharing, liability, and schedule.

ARTICLE VII

1. The Parties shall exchange, as agreed on a mutually beneficial basis, scientific and technical information and results of research and development carried out under this Agreement. Such information shall be limited to that which they have the right to disclose, either in their possession or available to them, from the areas described in Article II.
2. Seminar proceedings and reports of joint scientific and technical activities carried out under this Agreement shall be published as joint publications, as mutually agreed by the Parties.
3. The scientific and technical information developed and exchanged under this Agreement is to be given wide distribution. Such information, except as noted in Annex I of this Agreement, may be made available to the public by either Party through customary channels and in accordance with normal procedures of that Party.
4. Copyrights of either Party or of cooperating organizations and persons shall be accorded treatment consistent with internationally recognized standards of protection treaties and conventions to which both the United States of America and the People's Republic of China are parties. As to copyrights of material within the scope of Annex I, owned or controlled by a Party, each Party shall make efforts to grant to the other a license to reproduce copyrighted materials.
5. The application or use of any scientific and technical information exchanged or transferred between the Parties under this Agreement shall be the responsibility of the Party receiving it, and the transmitting Party does not warrant the suitability of such information for any particular use or application.
6. Protection and distribution of intellectual property rights and other rights of a "business confidential" nature are set forth in Annex I. Annex I is applicable to any cooperative

activities under this Agreement, except as otherwise specifically agreed by the Parties in implementing arrangements.

ARTICLE VIII

Before the related international convention on compensation for nuclear damage is in force for both the United States of America and the People's Republic of China, with respect to a nuclear incident resulting from activities undertaken pursuant to this Agreement, the Party in whose territory the nuclear incident occurs shall:

1. Be solely responsible for and deal with, in accordance with its laws or regulations, the compensation for legal liability for nuclear damage to third parties resulting from the nuclear incident.
2. Ensure that the other Party, its organizations and personnel, its contractors and subcontractors, at any tier, are held harmless and do not incur any costs, in any court or forum, as a result of the nuclear incident.
3. Bring no claims or other legal proceedings, in any court or forum, against the other Party, its organizations and personnel, its contractors and subcontractors, at any tier, for the compensation for legal liability for nuclear damage resulting from the nuclear incident.

ARTICLE IX

The following provisions shall apply to assignment or exchanges of personnel:

1. Each Party shall ensure that qualified personnel are selected for assignment to the other Party. Each personnel exchange shall be the subject of a separate itemized written implementing agreement between the Parties.
2. The Assigning Party shall be responsible for its personnel's salaries and insurance. Each itemized written implementing arrangement shall make specific provisions for other expenses of personnel.
3. Each Party shall arrange for adequate accommodations for the other Party's assigned personnel and their families on a mutually agreeable, reciprocal basis.
4. Each Party shall provide all necessary assistance to assigned personnel and their families as regards administrative formalities.
5. Itemized written implementing agreements shall address general rules of work and safety of assigned personnel.

ARTICLE X

1. Except when the Parties otherwise agree in writing, each Party shall bear the costs of its participation in the activities under this Agreement.
2. Cooperation under this Agreement shall be subject to the availability of personnel and funds.

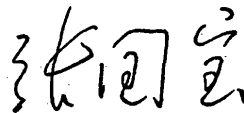
ARTICLE XI

1. This Agreement shall enter into force upon signature, remain in force for five years, and be automatically renewed for further five-year periods unless either Party notifies the other in writing at least six months prior to the expiration of the first five-year period or each succeeding five-year period of its intent to terminate the Agreement.
2. Any questions of interpretation or implementation relating to this Agreement arising during its term shall be resolved by agreement of the Parties.
3. The Agreement may be amended by mutual written agreement of the Parties.
4. Upon consultation, this Agreement may be terminated at any time by either Party, upon one year's advance notification in writing. Such termination shall be without prejudice to the rights which may have accrued under this Agreement to either Party up to the date of such termination.
5. Joint activities not completed at the termination of this Agreement may, if agreed by the Parties, be continued until their completion under the terms of the Agreement.

Done, in duplicate, at *Beijing*, in the English and Chinese texts, both versions being equally authentic, this 27th day of June, 1998.

FOR THE DEPARTMENT OF ENERGY
OF THE UNITED STATES OF AMERICA:

FOR THE STATE DEVELOPMENT
PLANNING COMMISSION OF THE PEOPLE'S
REPUBLIC OF CHINA:



ANNEX I - INTELLECTUAL PROPERTY

Pursuant to Article VII of this Agreement;

The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Agreement and relevant implementing arrangements. The Parties agree to notify one another in a timely fashion of any inventions or copyrighted works arising under this Agreement and to seek protection for such intellectual property in a timely fashion. Rights to such intellectual property shall be allocated as provided in this Annex.

I. SCOPE

A. This Annex is applicable to all cooperative activities undertaken pursuant to this Agreement, except as otherwise specifically agreed by the Parties or their designees.

B. For purposes of this Agreement, "intellectual property" shall have the meaning found in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967.

C. This Annex addresses the allocation of rights and interests between the Parties. Each Party shall ensure that the other Party can obtain the rights to intellectual property allocated in accordance with this Annex, by obtaining those rights from its own participants through contracts or other legal means, if necessary. Between a Party and its nationals, the ownership of rights and interests in intellectual property will be determined in accordance with that Party's national laws and practices.

D. Disputes concerning intellectual property arising under this Agreement should be resolved through discussions between the concerned participating institutions or, if necessary, the Parties or their designees. Upon mutual agreement of the Parties, a dispute shall be submitted to an arbitral tribunal for binding arbitration in accordance with the applicable international arbitration rules. Unless the Parties or their designees agree otherwise in writing, the arbitration rules of UNCITRAL shall govern.

E. In order to protect copyrighted works created under this Agreement, both Parties shall protect unpublished works against their unauthorized publication and guarantee that, when published, copies of works will be marked with an agreed upon, distinguishing indication as provided in Appendix I to this Intellectual Property Annex. If one Party, according to its laws, cannot provide protection to the other's works published in non-member countries of the Berne Convention or the UCC, the participating institution of that Party shall make the best efforts to assist the other Party in publishing in a Berne or UCC member within 30 days of publication, unless copies of the published work are not received by that institution in a timely manner.