

CHINA



Treaty Series No. 8 (1979)

Agreement
on Scientific and Technological Co-operation
between the Government of the
United Kingdom of Great Britain and Northern Ireland
and the Government of the People's Republic of China

London, 15 November, 1978

[The Agreement entered into force on 15 November 1978]

Presented to Parliament

by the Secretary of State for Foreign and Commonwealth Affairs

by Command of Her Majesty

February 1979

LONDON

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**AGREEMENT
ON SCIENTIFIC AND TECHNOLOGICAL CO-OPERATION
BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF
GREAT BRITAIN AND NORTHERN IRELAND AND THE
GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA**

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the People's Republic of China, for the purpose of further advancing friendly relations and scientific and technological co-operation between the two countries;

Have agreed as follows:

ARTICLE 1

The Contracting Parties shall encourage and develop co-operation in the fields of science and technology between the two countries on the basis of equality and mutual benefit.

ARTICLE 2

The Contracting Parties shall, on a reciprocal basis and by appropriate means, promote the following:

- (i) exchange of visits and study tours by specialised delegations of scientists, scholars, research personnel, specialists and technicians;
- (ii) exchange of students, post-graduates, advanced scholars and trainees;
- (iii) organisation of scientific and technological meetings and symposiums of mutual interest;
- (iv) co-operation in research and development on subjects of mutual interest;
- (v) exchange of industrial knowledge and technology;
- (vi) exchange of scientific and technological information and data;
- (vii) other forms of scientific and technological co-operation upon which the Contracting Parties may agree.

ARTICLE 3

1. The Contracting Parties shall encourage and support the establishment of direct links between their institutions of higher education, research organisations, firms and enterprises and, as may be appropriate, the conclusion of separate agreements or contracts.

2. Subject to their respective laws and regulations, the Contracting Parties or the organisations or representatives designated by them shall decide upon through consultation the specific items and scope of co-operation within the framework of this Agreement, such co-operation to be in mutually agreed fields of fundamental science and applied science and technology set out in Protocols to this Agreement or as may be otherwise agreed.

3. The Contracting Parties may entrust their designated organisations or representatives with the task of meeting from time to time to review the implementation of this Agreement and agree on further matters of co-operation. The representatives of other organisations of the two countries related to co-operation may be invited to such meetings when necessary.

4. Each Contracting Party shall entrust its own Embassy or other representatives with maintenance of contact with the organisations designated by the other Party.

ARTICLE 4

The financial arrangements involved in the implementation of this Agreement shall be settled separately in the programmes of co-operation to be agreed upon, or in concrete accords and contracts signed by the bodies concerned and subject, where relevant, to the approval of such arrangements by representatives of the Contracting Parties responsible for funding the project in question.

ARTICLE 5

In relation to the Government of the United Kingdom, the territory to which this Agreement shall apply shall be Great Britain and Northern Ireland.

ARTICLE 6

1. This Agreement shall enter into force on the date of signature and shall remain in force for a period of five years. If neither of the Contracting Parties gives written notice to the other six months prior to the expiration of this period of its desire to terminate the present Agreement, the Agreement shall be automatically extended for another period of five years and shall thereafter be renewable in the same manner. When this Agreement terminates, the specific items, accords or contracts that have not been fulfilled during the period of its validity shall be continued until their completion.

2. This Agreement may be amended and supplemented at any time as agreed upon between the Contracting Parties.

Done in duplicate at London on the 15th day of November 1978 in the English and Chinese languages, both texts being equally authoritative.

In witness whereof the undersigned, being duly authorised thereto by their respective Governments, have signed this Agreement.

For the Government of the
United Kingdom of Great Britain
and Northern Ireland:

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

DAVID OWEN



中华人民共和国政府和 大不列颠与北爱尔兰联合王国政府 科学技术合作协定

中华人民共和国政府和大不列颠与北爱尔兰联合王国政府为进一步发展两国之间的友好关系和促进两国在科学技术领域的合作，达成协议如下：

第 一 条

缔约双方在平等互利的基础上，鼓励和发展两国的科学技术合作。

第 二 条

缔约双方应在互惠的基础上，以适当的方式，促进下列各项的实施：

一、互派专业代表团、科学家、学者、研究人员、专家和技术人员进行访问和考察；

二、互派留学生、研究生、进修人员和实习生；

三、组织双方感兴趣的科学技术会议和讨论会；

四、就双方感兴趣的研究与发展项目进行合作；

五、交流工业知识和技术；

六、交换科学技术情报和资料；

七、缔约双方可能同意的其它科学技术合作形式。

第 三 条

一、缔约双方鼓励和支持他们的高等学校、研究机构、公司与企业建立直接联系，并在适当的情况下可另行签订协议或合同。

二、根据各自的法律和规定，缔约双方或由其指定的机构、代表商定本协定范围内的具体合作项目或合作范围。双方同意的基础科学、应用科学和技术领域的这种合作在本协定的议定书或其它可能同意的方式中确定。

三、缔约双方可委托指定的机构或代表进行不定期会

晤，以检查本协定的执行情况和商定进一步的合作事项，必要时可吸收两国与合作有关单位的代表参加会晤。

四、缔约双方委托各自大使馆或其他代表同对方指定的机构保持经常联系。

第 四 条

在执行本协定时，有关财政费用问题将在商定的合作项目计划或有关方面签定的具体协议和合同中另行确定，但在某些情况下，需经缔约双方负责为该项目提供资金的代表批准。

第 五 条

就联合王国政府而言，本协定适用的领土范围为大不列颠与北爱尔兰。

第 六 条

一、本协定自签字之日起生效，有效期为五年。如缔约任何一方在期满六个月前未以书面通知对方要求终止本

