

AGREEMENT BETWEEN
THE GOVERNMENT OF NEW ZEALAND
AND
THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA
ON SCIENTIFIC AND TECHNOLOGICAL COOPERATION

The Government of New Zealand and the Government of the People's Republic of China (hereinafter referred to as "the Contracting Parties")

Desiring to strengthen the close and friendly relations between their two countries;

Considering their common interest in promoting for peaceful purposes and for their mutual benefit all aspects of scientific and technological cooperation consistent with the economic and social objectives of both countries;

Recognising the importance of cooperation in the fields of science and technology to both countries with regard to economic growth, prosperity and trade relations;

Mindful of the beneficial effects such cooperation can have on the standard of living and economic well-being of the peoples of their respective countries;

Have agreed as follows:

ARTICLE 1

1. The Contracting Parties shall encourage and develop cooperation in the fields of science and technology between the two countries in accordance with the provisions of this Agreement and on the basis of equality, reciprocity, and mutual benefit.

2. Subject to their respective national laws, regulations, and patent and intellectual property requirements, the Contracting Parties shall implement this Agreement in compliance with international law and norms.

3. The primary objective of this Agreement is to provide broad opportunities for cooperation between government agencies, scientific communities, individual scientists and engineers, and non-governmental and private organisations in scientific and technological fields of mutual interest. Such opportunities are to be developed in accordance with the capabilities of the Contracting Parties, thereby promoting scientific and technological advances and economic growth for the benefit of both countries and of mankind.

ARTICLE II

The Contracting Parties shall together determine the areas in which scientific and technological cooperation should take place and the ways and means of promoting and implementing such cooperation.

ARTICLE III

Cooperation under this agreement may be carried out in the following forms:

1. Exchange of visits and study tours by specialised delegations, scientists, scholars, research personnel, and specialists;
2. Exchange of scientific, scholarly and technical information, documentation and publications;
3. Exchange of scientific and technological materials and equipment;
4. Organisation of joint seminars, symposia and conferences;
5. Joint research and development and exchange of research results and experience between cooperating agencies;
6. Joint establishment of training centres, demonstration models and commercial ventures;
7. Other forms as mutually agreed.

ARTICLE IV

Pursuant to the objectives of this Agreement, the Contracting Parties shall encourage and facilitate, as appropriate, the establishment of direct links between government agencies, research organisations, institutes of

higher learning, firms and enterprises, and other entities of both countries and, as may be appropriate, the conclusion of separate arrangements or accords between such bodies (hereinafter referred to as "cooperating parties") for the conduct of cooperative activities. The Contracting Parties shall further promote, consistent with this Agreement and where appropriate, mutually beneficial bilateral economic and commercial activities.

ARTICLE V

1. Each Contracting Party shall designate an executive agency. The executive agency for New Zealand shall be the Interdepartmental Committee on China. The executive agency for the People's Republic of China shall be the State Science and Technology Commission. The executive agencies shall collaborate closely to promote sound implementation of all activities and programmes under this Agreement and, by correspondence and through diplomatic channels, shall decide upon the adoption, coordination and implementation of cooperative activities and other related matters. In addition, representatives of the executive agencies may meet from time to time alternately in New Zealand and the People's Republic of China.

2. The Contracting Parties, or the executive agencies designated by them, shall be responsible for deciding through consultation additional areas of cooperation within this Agreement and shall consult from time to time at the request of either Contracting Party.

ARTICLE VI

Subject to the approval of the Contracting Parties or the designated executive agencies as the case may be, scientific and technological personnel, agencies, organisations and institutions of third countries may be invited to participate in particular projects and cooperative activities under this Agreement.

ARTICLE VII

1. Each Contracting Party shall facilitate, consistent with its laws and regulations, the entry into and exit from its territory of;

- a. equipment and materials to be utilised in cooperative activities under this Agreement;
- b. personnel and their families engaged in cooperative activities under this Agreement together with their personal effects.

2. All personnel engaged in cooperative activities under this Agreement shall respect the laws and regulations of the receiving Contracting Party.

ARTICLE VIII

1. The Contracting Parties or the designated executive agencies, or cooperating parties in terms of Article IV above, may conclude separate implementing arrangements in relation to particular cooperative programmes or projects specifying terms and conditions, the procedures to be followed, financial responsibilities and other appropriate matters.

2. Unless other arrangements are made, and subject to the availability of funds and in accordance with appropriate financial and budgetary processes, each Contracting Party or designated executive agency or cooperating party shall meet the costs of its responsibilities in respect of cooperative programmes or projects under this Agreement.

ARTICLE IX

1. Scientific and technological information of a nonproprietary nature resulting from cooperation under this Agreement will be made available to the world scientific community through customary channels and in accordance with normal procedures.

2. The disposition of any patents, know-how and other intellectual property derived from cooperative activities under this Agreement will be provided for in the specific arrangements referred to in Article VIII above.

3. In some circumstances, other conditions and procedures for exchange of information including limitation or preclusion of transfer to third parties, may be agreed by the Contracting Parties or the designated executive agencies. Such other conditions and procedures shall be covered by specific arrangements referred to in Article VIII above.

ARTICLE X

Existing arrangements and agreements between the Contracting Parties or their agencies relating to cooperation in science and technology shall be

incorporated by mutual consent into the framework of this Agreement. Any such arrangements or agreements entered into by the Contracting Parties or their agencies in the future shall be incorporated into the framework of this Agreement.

ARTICLE XI

Nothing in this Agreement shall preclude or prejudice scientific and technological cooperation by nationals of New Zealand and the People's Republic of China outside the scope of this Agreement. Each Contracting Party shall, whenever possible, inform the other of such arrangements or agreements with the aim of rendering assistance as appropriate.

ARTICLE XII

This Agreement shall not apply to the Cook Islands, Niue or Tokelau.

ARTICLE XIII

1. This Agreement shall enter into force upon signature and shall remain in force for five years and thereafter until such time as either Contracting Party gives notice in writing to the other Contracting Party of its intention to terminate the Agreement. In such case the Agreement shall cease to have effect six months after the receipt of such notification.

2. In the event of termination of this Agreement, its provisions shall continue to apply in respect of any uncompleted separate implementing arrangements entered into during the period of validity of this Agreement.

IN WITNESS whereof the undersigned, being duly authorised by their respective Governments, have signed this Agreement.

DONE at Beijing this *twenty-third* day of *March* 1987 in two originals in the English and Chinese languages, both texts being equally authentic.

Geoffrey Palmer

for the Government of
New Zealand

[Signature]

for the Government of
the People's Republic of China

