

**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; and

Recognising the positive role of the Agreement between the Government of New Zealand and the Government of the People's Republic of China on Scientific and Technological Cooperation signed in 1987 (hereinafter "the 1987 Agreement"), and wishing to update that Agreement;

Have agreed as follows:

Article I

This Agreement constitutes a revision of the 1987 Agreement, and shall replace the latter following its entry into force.

Article II

1. 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.
2. 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.
3. Subject to their respective national laws and regulations, the Contracting Parties shall implement this Agreement in compliance with international law and norms.

Article III

1. 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. In this connection, the Contracting Parties shall consult at the request of either Party with a view to identifying priority areas for cooperation under this Agreement, and opportunities that may be available for pursuing cooperation within these areas.
2. Without limiting paragraph 1 of this Article, during the initial five year period that this Agreement is in force (hereinafter referred to as "the initial period"), the Contracting Parties shall seek to identify appropriate opportunities for cooperation in particular in relation to:

- animal husbandry (including in the dairy sector)
 - environmental and ecological protection and restoration
 - forestry and the preservation of natural resources
 - information technology
 - biotechnology
 - geophysics (including earthquake prediction and mitigation)
 - Antarctic research
 - health research
3. At the expiry of the initial period, based on experience gained since the entry into force of the Agreement, the Contracting Parties shall review the implementation of cooperative activities carried out under the Agreement. In the context of this review, the Contracting Parties shall jointly determine priority areas in which cooperation should be pursued in future and arrangements for the ongoing review of such priorities.

Article IV

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 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, 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 V

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 “the cooperating parties”) for the conduct of cooperative activities.

Article VI

1. Each Contracting Party shall designate an executive agency, which shall be responsible for promoting implementation of cooperative activities and programmes under this Agreement.
2. Subject to any change in the designation of executive agency that may be notified by the Contracting Parties in writing, the executive agencies shall be:
 - a. for the People’s Republic of China: the Ministry of Science and Technology; and
 - b. for New Zealand: the Ministry of Research, Science and Technology.
3. In accordance with Article III, 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 the other Contracting Party. Representatives of the executive agencies may meet from time to time alternately in the People’s Republic of China and New Zealand.

Article VII

1. The implementing arrangements or accords, including financial arrangements, for the cooperative projects under the framework of this Agreement shall be discussed and determined by the cooperating parties prior to the commencement of the project.
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 VIII

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 IX

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 host Contracting Party.

Article X

The sharing of joint research results and the allocation of intellectual property rights arising from conduct of cooperative projects in implementation of this Agreement shall be determined by the cooperating

parties in their project arrangements or accords as mentioned in paragraph 1 of Article VII.

Article XI

Existing arrangements and agreements between the Contracting Parties or their agencies relating to cooperation in science and technology shall be incorporated, wherever possible and by mutual consent, into the framework of this Agreement. This principle shall apply to any such arrangements or agreements entered into by the Contracting Parties or their agencies in the future.

Article XII

Nothing in this Agreement shall preclude or prejudice scientific and technological cooperation by nationals of the People's Republic of China and New Zealand 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 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 *Hamilton* on this *26th* day of October 2003 in two originals in the English and Chinese languages, both texts being equally authentic.

For the Government of

New Zealand

A handwritten signature in black ink, appearing to read "John Sutton". The signature is written in a cursive style with a large, looping initial "J".

For the Government of

The People's Republic of China

A handwritten signature in black ink, consisting of the Chinese characters "陳明明" (Chen Mingming). The characters are written in a cursive style.