

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