

AGREEMENT

on Co-operation in Science and Technology between The Scientific and Technological Research Council of Turkey (TÜBİTAK) and

The Ministry of Science and Technology of the People's Republic of China (MOST)

The Scientific and Technological Research Council of Turkey (TÜBİTAK) and the Ministry of Science and Technology of the People's Republic of China (MOST) (hereinafter referred to as the "Parties"), recognising the importance of science and technology in the development of their national economies, wishing to strengthen and develop scientific and technological co-operation on the basis of equality and mutual benefit, have agreed as follows.

1. Preamble

The Parties shall encourage and support co-operation in the field of science and technology between the research entities of both sides according to the provisions of this Agreement and the existing legislation and regulations of each country.

2. Forms of Co-operation

The co-operation will have the following forms in particular:

- a. Joint research and development projects, including exchange of research results and exchange of scientists, specialists and researchers;
- b. Exchange of individual scientists for the purpose of conducting research work, exchange of information about ongoing research activities, adoption of new scientific methods, delivering lectures, establishing new scientific contacts for developing joint projects, attending scientific events;
- c. Organising and participating in joint scientific meetings, conferences, symposia, courses, workshops, exhibitions, etc.;
- d. Exchange of scientific and technological information and documentation;
- e. Joint use of research and development facilities and scientific equipment;
- f. Other forms of scientific and technological co-operation which may be mutually agreed upon.

3. Areas of Mutual Interest

- Seismology
- Agriculture
- Energy
- Information technology
- Bio-technology
- Material technology
- Food technology
- Health sciences
- Peaceful uses of space technology

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4.1. For the purpose of implementing this Agreement, a Joint Committee, composed of equal number of the representatives designated by the two Parties, shall be established. The Joint Committee Meeting will be held biennially in Turkey and China respectively. However, the Joint Committee may also operate by correspondence. The tasks of the Joint Committee shall be as follows:

- a. Identifying the fields of co-operation through friendly consultations and discussions between the Parties on the basis of information delivered by institutions of each country and the national policies in science and technology;
- b. Creating favourable conditions for the implementation of this Agreement;
- c. Organising and facilitating the implementation of joint programmes and projects;
- d. Finalising the selection of the joint project proposals;
- e. Encouraging exchange of experience arising from the bilateral scientific and technological co-operation and evaluating proposals for its further development.

4.2. The Joint Committee may elaborate its own rules of procedure.

5. Administration of Joint Research and Development Projects

In accordance with the Article 2.a, joint research projects will be implemented as follows:

- a. Joint Research Project proposals prepared in English should be submitted simultaneously to TÜBİTAK (from Turkish Side) and to MOST (from Chinese Side) for evaluation and approval. Proposals will be independently evaluated and approved by each of the two Parties following their own rules and regulations. The Parties will exchange the results and then finalise the selection of the projects during the Joint Committee Meeting or through correspondence and only those proposals which are approved by both Parties will be supported.
- b. Joint Research Project proposals have to provide detailed information on the objectives and justification of the planned joint research work, the methodology to be followed, the composition of each research team and the intended time schedule.
- c. The execution period of a joint research project should not exceed three years. The total duration of visits in one direction of a specific project should not be more than two months a year, with a total quota of eight months a year for all the joint research projects supported under this Agreement.
- d. Each scientific visit within the framework of a joint project has to be reported by the Turkish scientist to TÜBİTAK and by the Chinese scientist to MOST two months in advance. The application must include a brief description of the work to be performed during the planned visit and the planned date of the arrival, etc.

- e. Within a month after a scientific visit within the framework of a Joint Research Project, a progress report outlining the work performed during the visit will be submitted to TÜBİTAK and MOST. The following visit will not be permitted, unless the progress report for the preceding visit has been evaluated and approved.
- f. Within two months after completion of the execution period, a final report of a Joint Research Project, presenting the work carried out and the results obtained, will be prepared in English jointly by the two research teams and submitted to TÜBİTAK and MOST for evaluation and approval.

6. Exchange of Individual Scientists (Short-Term Scientific Visits)

In accordance with the provisions of the Article 2.b, the exchange of individual scientists will be implemented as follows:

- a. The Parties agree upon an annual quota of ten weeks for exchange of scientists in each direction. The quota runs per calendar year and unused quota from one year can not be transferred to the following year. The duration of the individual scientific visit should not be more than ten days.
- b. Before proposing a scientific visit, the scientists of both Parties shall make the first contacts themselves, agree to cooperate on a specific topic. The sending Party shall supply the receiving Party with the information requested in the "Application form for Short Term Visit" (Annex-1). The receiving Party shall review, finalise and approve the programme.
- c. Not later than one month after receipt of a nomination, the receiving Party is to inform the sending Party about the acceptance of the proposed candidate.

7. Expenses

- 7.1 The costs of exchange of experts, scientists and other specialists, resulting from Article 5 and Article 6 of this Agreement, unless mutually agreed otherwise, will be covered on the following basis:

The sending Party will cover all related costs connected with travel and lodging according to their own regulations and allowances.

- 7.2. The sending Party shall be responsible for the emergency health insurance of its scientists, including medical care.

8. Dissemination of Resulting Information

- 8.1 Scientific and technological results and any other information derived from the cooperation activities under this Agreement, will be announced, published or commercially exploited with the consent of both Parties and according to the international agreements concerning intellectual property rights to which both Parties are signatories.
- 8.2. Scientists, technical experts and institutions of the third countries or international

organisations may be invited, upon consent of the both co-operating partners, to participate in projects and programmes being carried out under this Agreement. The cost of such participation shall normally be borne by third countries, unless both sides agree otherwise in writing.

9. Implementation and Legal Aspects

- 9.1. This Agreement is concluded with a view to enhancing and developing cooperation between the Parties and does not constitute an agreement binding upon the States of the Parties under international law. No provision of this Agreement shall be interpreted and implemented as creating legal rights or commitments for the States of the Parties.
- 9.2. Any disputes related to the interpretation or implementation of this Agreement shall be settled through consultations within the Joint Committee or between the Parties.
- 9.3. With respect to the co-operation activities established under this Agreement, each Party shall take, in accordance with its laws and regulations, all necessary measures to ensure the best possible conditions for their implementation.
- 9.4. This Agreement shall not affect the validity or execution of any obligation arising from other international treaties or agreements concluded by either Party.
- 9.5. This Agreement may be amended at any time through mutual consent of the Parties, in writing.

10. Initiation and Termination

- 10.1. This Agreement shall enter into force after the Parties have notified each other through diplomatic channels that they have completed their internal procedures concerned.
- 10.2. This Agreement shall remain in force for a period of five years and shall automatically be renewed for further periods of five years, unless either Party notifies in writing its intentions to terminate this Agreement.
- 10.3. The termination will come into effect in six months from the date of the said notification. The termination of this Agreement shall not affect the projects or programmes undertaken under this Agreement and not fully executed at the time of the termination of this Agreement.

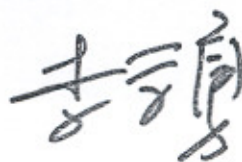
Signed in Ankara on 7 April 2008, in two originals each in Turkish, Chinese and English, all being equally authentic. In case of difference in interpretation, the English text shall prevail.

For the Scientific and Technological
Research Council of Turkey
(TÜBİTAK)



Prof. Ömer ANLAĞAN
Vice President

For the Ministry of Science and
Technology of the People's Republic of China
(MOST)



Li XUEYONG
Deputy Minister

APPLICATION FORM FOR SHORT-TERM VISIT

1. Last name:
2. Name:
3. Name of research institution:
4. Contact telephones:
5. Specialization:
6. Term of the visit:
7. Place of destination:
8. Names of scientists/research institutions to be visited:
9. Programme of the visit:
10. Brief write up on the purpose of the visit and results to be expected:
11. Attach CV and list of publications of the visitor