

法規名稱：PROJECT AGREEMENT BETWEEN THE CHINESE PETROLEUM CORPORATION AND THE REPUBLIC OF CHINA MINISTRY OF ECONOMIC AFFAIRS, JOINTLY AND THE SAUDI ARABIAN NATIONAL CENTER FOR SCIENCE AND TECHNOLOGY AND THE SAUDI ARABIAN MINISTRY OF FINANCE AND NATIONAL ECONOMY

簽訂日期：民國 68 年 09 月 17 日

生效日期：民國 68 年 09 月 17 日

ARTICLE 1

- 1 This Project Agreement between the Chinese Petroleum Corporation (CPC) and the Republic of China Ministry of Economic Affairs (MEA) and the Saudi Arabian National Center for Science and Technology (SANCST) and the Saudi Arabian Ministry of Finance and National Economy (MFNE), hereinafter called Agencies, sets forth arrangements for technical cooperation in the field of single cell protein manufacture for the mutual benefit of the two countries.
- 2 The Agreement will be carried out under the auspices of the Saudi Arabian-Republic of China Joint Commission for Economic Cooperation and in accordance with the provisions of the Memorandum of Cooperation in the Field of Science and Technology between the governments of the Kingdom of Saudi Arabia and the Republic of China signed on July 15, 1978, which is hereby incorporated by reference and becomes a part of this Agreement.
- 3 Activities under this project will take into consideration the general aims expressed in the Memorandum of Cooperation in the Field of Science and Technology.

ARTICLE 2

- 1 The objectives of this Agreement are:
 - (a) to cooperate in the field of single cell protein technology for the mutual benefit of the two countries; (b) to advance the development of single cell protein technology; and (c) to facilitate the transfer of technology developed under this Agreement.
- 2 Areas of cooperation may include research, development and demonstration projects on the manufacture of all types of single cell protein of mutual interest to the Kingdom of Saudi Arabia and to the Republic of China.
- 3 One of the purposes of this Agreement is to improve research capabilities of SANCST and of Saudi Arabian and Republic of China universities, institutes, and research centers in the single cell protein field.

ARTICLE 3

- 1 SANCST and CPC will be responsible for the development, coordination and implementation of single cell protein activities under this Agreement.

ARTICLE 4

Cooperation in accordance with this Agreement may include, but is not limited to, the following:

- 1 Joint research, development and demonstration projects as described in Article 2 for which the Saudi Arabian government agrees to pay all costs.
- 2 Exchange of scientific and technical information, and the results and methods of single cell protein research and development.
- 3 The organization of seminars and other meetings on mutually agreed topics concerning problems of research and development in single cell protein technology.
- 4 Exchange visits by specialist teams or individuals to single cell protein facilities of the other Agency.
- 5 Education exchange opportunities for training or study in single cell protein research and technology at institutions in the countries of the Agencies.

Other specific forms of cooperation may be jointly agreed by the Agencies.

Selection of the aforementioned teams and individuals will be subject to the approval of SANCST and CPC and will be based solely on the considerations of professional capability, experience and other merit factors.

ARTICLE 5

The Saudi Arabian government accepts responsibility to pay in full all costs incurred as a result of activities performed under this Agreement. It is estimated that approximately four (4) million dollars will be expended during the two-year life of this Agreement, It is further understood that the Republic of China will furnish the major portion of the technology under this Agreement in addition to technicians and engineers who possess the requisite expertise.

ARTICLE 6

- 1 For each particular project or program within the single cell protein areas listed in Article 2 and 4, specific annexes to this Agreement shall be executed by SANCST and CPC.
- 2 Each annex shall contain detailed provisions for implementing that particular project or program, including management of the project or program, exchange of equipment, protection of proprietary information, patents and liability. Cooperation under these annexes shall be subject to all general provisions of this Agreement.

ARTICLE 7

If any Agency participating in this Agreement is rendered unable because of force majeure to perform its responsibilities under this Agreement, these responsibilities shall be suspended during the period of continuance of such inability. The term "Force Majeure" means acts of God, acts of the public enemy, war, civil

disturbances and other similar events not caused by or within the control of any Agency. In the event of suspension of any Agency's duties because of force majeure, the Agencies shall consult and endeavor jointly to resolve any attendant difficulties.

ARTICLE 8

- 1 This Agreement shall enter into force upon the date of signing of this Agreement by all of the parties designated below. The implementation of, and progress under, this Agreement will be subject to annual review by the Agencies. This Agreement shall remain in force for two years and shall be renewable.
 - 2 This Agreement may be amended or extended by the mutual written consent of all Agencies participating therein.
 - 3 This Agreement may be terminated at any time at the discretion of either government, upon ninety (90) days written notice. Such termination shall be without prejudice to any rights which may have accrued under this Agreement and to any Agency up to the date of such termination.
 - 4 All efforts and experiments not completed at the termination of this Agreement shall be continued until their completion under the terms of this Agreement, provided sufficient funds are available.
 - 5 All questions related to this Agreement arising during its term shall be settled by the Agencies by mutual agreement.
- This Agreement is executed the 17th day of September 1979 in Jeddah, Saudi Arabia.

(Signed)

K.S. Chang
Minister
Ministry of Economic Affairs,
Republic of China

(Signed)

T.H. Lee
Chinese Petroleum Corporation

(Signed)

Mohammed Abalkhail
Minister
Ministry of Finance and
National Economy, S.A.

(Signed)

Rida M.S. Obaid
Executive Director and
Chairman of the Board
Saudi Arabian National Center
for Science and Technology