

**AGREEMENT ON TECHNICAL COOPERATION
BETWEEN THE ASSOCIATION
OF SOUTHEAST ASIAN NATIONS AND
THE GOVERNMENT
OF THE PEOPLE'S REPUBLIC OF CHINA**

The Association of Southeast Asian Nations (hereinafter referred to as "ASEAN") and the Government of the People's Republic of China (hereinafter referred to as "China");

DESIRING to strengthen further the friendly relations existing between ASEAN and China (hereinafter referred to individually as "Party" and collectively as "Parties") by the promotion of technical cooperation;

CONSIDERING mutual benefits derived from the promotion of the economic and social development of the region of ASEAN as a whole and China; and

RECALLING the principles of mutual respect for the independence, sovereignty and equality of all states,

HAVE AGREED AS FOLLOWS:

**Article I
Definitions**

For the purposes of this Agreement:

- (a) "**ASEAN**" means the Association of Southeast Asian Nations as an intergovernmental organisation;
- (b) "**ASEAN Member States**" means Brunei Darussalam, the Kingdom of Cambodia, the Republic of Indonesia, the Lao People's Democratic Republic, Malaysia, the Republic of the Union of Myanmar, the

Republic of the Philippines, the Republic of Singapore, the Kingdom of Thailand, and the Socialist Republic of Viet Nam;

- (c) “**ASEAN facilities**” means the ASEAN Secretariat and any facilities or institutes which are designated as such by ASEAN for the purpose of implementing specific programmes of technical cooperation governed by the arrangements referred to in Article III;
- (d) “**CIDCA**” means the China International Development Cooperation Agency;
- (e) “**Technical training**” means a training course conducted by CIDCA for ASEAN Member States for the purpose of implementing specific programmes of technical cooperation governed by the arrangements referred to in Article III;
- (f) “**CIDCA expert**” means a person dispatched by CIDCA for a specific period of time for the purpose of implementing specific programmes of technical cooperation governed by the arrangements referred to in Article III;
- (g) “**Chinese mission**” means a Chinese survey team dispatched by CIDCA for a specific period of time with a view to conducting surveys of economic and social development projects in the region for the purpose of implementing specific programmes of technical cooperation governed by the arrangements referred to in Article III; and
- (h) “**Project Implementing Entity**” means an entity authorised by China or CIDCA to implement the technical cooperation project.

Article II
Promotion of Technical Cooperation

The Parties shall promote technical cooperation between them, in accordance with the prevailing laws, regulations, and policies of the respective ASEAN Member States and China.

Article III
Separate Arrangements

1. Separate arrangements which govern specific programmes of technical cooperation carried out under this Agreement shall be agreed upon between the competent authorities of the Parties. The competent authority of China is CIDCA, and the competent authority of ASEAN is to be designated by ASEAN. Such arrangements are subject to the laws, regulations, and policies of the ASEAN Member States concerned and to resource availability and capacity of ASEAN facilities.

2. Separate arrangements as referred to in paragraph 1 of this Article may also include bilateral agreements for establishing dedicated CIDCA offices in the interested ASEAN Member States. Bilateral agreements or arrangements in this regard, if any, shall be discussed between China and the relevant ASEAN Member States.

Article IV
Scope of Technical Cooperation

1. The following scope of technical cooperation shall be carried out by CIDCA and at the expense of China upon approval of China in accordance with its prevailing laws, regulations and policies as well as with the arrangements referred to in Article III:

- (a) providing technical training;

- (b) dispatching the CIDCA experts to ASEAN facilities;
- (c) dispatching the Chinese missions to ASEAN facilities;
- (d) providing ASEAN facilities with equipment, machinery, and materials;
- (e) providing ASEAN facilities with other forms of technical cooperation as may be decided upon by mutual consent between the competent authorities of the Parties;
- (f) conducting technical cooperation projects or programmes with an ASEAN Member State or ASEAN Member States which are aligned with development plans and priorities of that ASEAN Member State or ASEAN Member States concerned through separate bilateral, trilateral or other arrangements as deemed appropriate and mutually decided by the competent authorities of ASEAN and of China;
- (g) strengthening the human and institutional capacity of all ASEAN Member States to contribute meaningfully to the attainment of the ASEAN Community Vision 2025; and
- (h) formulating technical cooperation programmes specific to ASEAN, including the national needs of relevant ASEAN Member States as aligned with the development plans and priorities of that ASEAN Member State, which may include health, climate change, disaster management, cultural exchanges, media, infrastructure, smart cities, water management, and economic recovery.

2. Where ASEAN Member States have pre-existing bilateral arrangements with CIDCA, the respective ASEAN Member States and China may explore expanding the scope

of cooperation to include ASEAN-related technical cooperation activities, as considered on a per-need basis.

3. Specific projects or programmes of technical cooperation set out in paragraph 1 of this Article to be carried out in an ASEAN Member State, shall be implemented in accordance with the prevailing laws, regulations, and policies of that ASEAN Member State.

Article V

Contribution to Economic and Social Development

ASEAN shall ensure that the technical cooperation set out in Article IV contributes to the economic and social development of the region of ASEAN as a whole and is aligned with:

- (a) existing plans for technical cooperation under the relevant ASEAN-China Plan of Action and thereafter as agreed between ASEAN and China; and
- (b) other existing arrangements and agreements such as, but not limited to, the Framework Agreement on Comprehensive Economic Co-operation between ASEAN and the People's Republic of China.

Article VI

Privileges, Exemption, and Benefits

For the purpose of implementing specific programmes of technical cooperation in an ASEAN Member State, ASEAN shall, at the request of the Government of that ASEAN Member State and China, facilitate the conclusion of a separate arrangement between them on privileges, exemption, and benefits, provided that such conclusion shall be subject to their respective laws, regulations, and policies.

Article VII
Ownership of Provided Equipment, Machinery, and
Materials

1. In the event that CIDCA, the CIDCA expert or the Chinese mission provides ASEAN facilities with equipment, machinery, and materials, such equipment, machinery, and materials shall become the property of ASEAN in the following circumstances:

- (a) in the case of importation, upon being delivered cost, insurance, and freight at the port of the disembarkation to ASEAN facilities; or
- (b) in the case of local purchase, upon being handed over to ASEAN facilities.

2. During the implementation of the technical cooperation project, the project implementing entity has the right to use the above equipment, machinery, and materials until the completion of the project.

3. ASEAN shall ensure that the equipment, machinery, and materials referred to in paragraph 1 of this Article are utilised for the purposes as specified in the arrangements referred to in Article III unless otherwise agreed upon between the competent authorities of the Parties.

Article VIII
Contact Points

Each Party shall designate a contact point to facilitate the communication between the Parties.

Article IX Consultation

The Parties shall consult with each other, as appropriate, in writing and through their contact points in respect of any matter that may arise from or in connection with this Agreement.

Article X Intellectual Property Rights

1. Where intellectual property rights have been created in the course of the implementation of specific programmes of technical cooperation under this Agreement, the Parties shall consult, where necessary, on issues regarding the ownership of the intellectual property rights.
2. Any intellectual property brought by one Party for the implementation of this Agreement shall remain the property of that Party.

Article XI Confidentiality

1. Each Party shall, to the extent provided for in its laws, regulations, procedures, and rules, maintain the confidentiality of information provided as confidential by the other Party in the course of the implementation of this Agreement.
2. Information of a confidential nature provided by a Party and clearly identified as such shall not be disclosed to a third party without the prior written consent of the Party which provided the said information.
3. This Article shall remain in full force and effect after the termination of this Agreement.

Article XII Settlement of Disputes

Any difference or dispute between the Parties concerning the interpretation, implementation, or application of any provision of this Agreement shall be settled by the Parties through amicable consultations and negotiations without reference to any international tribunal or any third party.

Article XIII Heading

The headings are inserted for the convenience of reference only and shall not affect the interpretation of this Agreement.

Article XIV Amendment

1. Either Party may, at any time, request consultations with the other Party for the purpose of amending this Agreement.
2. Either Party may propose amendments to this Agreement by communicating this in writing to the ASEAN Secretariat, which shall promptly notify the other Party of the proposed amendments in writing.
3. This Agreement may be amended by mutual agreement in writing by the Parties.

Article XV Termination

1. Either Party may terminate this Agreement by giving written notice to the other Party of its intention to terminate the Agreement at least six months in advance of the intended date of termination.

2. The termination of this Agreement shall not affect the specific programmes of technical cooperation being carried out until the date of the completion of those programmes, unless otherwise decided upon by mutual consent of the Parties.

Article XVI Entry into Force and Duration

1. This Agreement shall enter into force on the date of the signature thereof.

2. This Agreement shall remain in force unless terminated pursuant to Article XV.

3. This Agreement shall, where necessary, be subject to review by the Parties every five years after its entry into force.

IN WITNESS WHEREOF the undersigned, being duly authorised by the respective Parties, have signed this Agreement.

DONE at Jakarta, Indonesia on this Sixth Day of September in the year Two Thousand and Twenty-Three, in duplicate in the English language.

For the Association of
Southeast Asian Nations

For the Government of China

DR. KAO KIM HURN
Secretary-General of ASEAN

LUO ZHAOHUI
Chairman of the China International
Development Cooperation Agency