

AGREEMENT
BETWEEN
THE PORTUGUESE REPUBLIC
AND
THE PEOPLE'S REPUBLIC OF CHINA
ON THE RECIPROCAL ESTABLISHMENT
OF CULTURAL CENTERS

The Portuguese Republic and the People's Republic of China (hereinafter referred to as "the Parties"),

In order to enhance the friendly relations between the two States and expand bilateral friendly co-operation in the cultural and people-to-people fields on the basis of mutual respect and trust; and

Bearing in mind the Agreement between the Government of the Portuguese Republic and the Government of the People's Republic of China on Cooperation in the fields of Culture, Science and Technology, signed in Beijing, on April 8, 1982, and other relevant legal instruments of co-operation between the two States,

Have agreed as follows:

Article 1

The purpose of this Agreement is, on the basis of equality and mutual benefit, create the framework for the establishment and functioning of each other's Cultural Centers to fully enhance mutual understanding between the two peoples, promote cultural collaborations, boost the development of friendly relations and promote the exchange and co-operation of the two countries in the cultural and

people-to-people fields.

Article 2

In accordance with the principle of reciprocity, the People's Republic of China may establish a China Cultural Center in Lisbon, and the Portuguese Republic may establish a Portuguese Cultural Center in Beijing.

Article 3

1. The establishment and functioning of the Cultural Centers shall be subject to the domestic laws of the Receiving Party and the Centers shall:

- a) Be official cultural institutions of the respective Sending Party;
- b) Operate under the supervision of the diplomatic mission of the respective Sending Party without being entitled to diplomatic privileges or immunity;
- c) Be entitled to signing legal documents necessary for their functioning in the Receiving Party and to open bank account(s); and
- d) Not engage in profit-seeking activities.

2. The Sending Party shall independently choose the site to open its Cultural Center and the Receiving Party shall assist the Sending Party in renting or purchasing the premises of the respective Cultural Center in every possible way.

3. The Sending Party shall be responsible for the design, construction, refurbishment and decoration of the buildings of its Cultural Center after acquiring building, refurbishment and decoration permits, as well for the choice and appointment of the construction contractor(s) in compliance with the urban

construction laws and regulations of the Receiving Party.

4. The Parties agree that public of the Receiving Party shall be given access to the Cultural Centers and to the activities conducted within and outside the premises of the Centers, and guarantee that the Cultural Centers use appropriate means to function.

Article 4

1. The Cultural Centers shall carry out the following activities:

a) Organizing various cultural activities in conformity with their tenet, including exhibitions, performances, seminars, lectures, screening of movies and other audio-visual products; exhibitions and screening of audio-visual products shall be subject to the regulations of the Receiving Party on exhibiting and spreading imported publications;

b) Promoting their respective languages and cultures by conducting various educational activities on their premises;

c) Setting up libraries, reading rooms, screening rooms and multimedia spaces on their premises and providing the general public of the Receiving Party with information services, including books, periodicals and other publications and audio-visual materials about the history and culture of the Sending Party;

d) Promoting the information on the activities of the Cultural Centers, and introducing the public of the Receiving Party to the national history and modern development of the Sending Party, as well as its culture, art, education and science and social life;

e) Organizing other activities that are in conformity with the scope of this

Agreement.

2. In the organization of the activities stipulated in the paragraph above, the Cultural Centers may establish direct contacts with the state authorities, local authorities, legal entities and individuals of the Receiving Party.

Article 5

When the activities mentioned in Article 4 of this Agreement are conducted by the Cultural Centers outside their premises, either independently or in collaboration with other entities, the activity arrangements shall be notified to the competent authorities in advance and activities shall be carried out in compliance with the submitted arrangements and the applicable laws and regulations of the Receiving Party.

Article 6

The Cultural Centers shall have the right to charge appropriate fees for the non-profit items listed as follows:

1. Performances, exhibitions and other cultural activities.
2. Language and culture-related educational activities.
3. Catalogues, posters, playbills and other articles directly associated with the activities organized by the Cultural Centers.
4. Items sold on teahouses or cafes for the purpose of showcasing the traditional lifestyle of the Sending Party.

Article 7

1. Income and property taxes due from the Cultural Centers and their personnel shall be levied in accordance with this Agreement, the current laws and regulations of the Receiving Party and the Agreement between the Government of the People's Republic of China and the Government of the Portuguese Republic for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with Respect to Taxes on Income, signed in Beijing, on April 21, 1998.

2. The Cultural Centers, in compliance with the customs laws and regulations and related stipulations of the Receiving Party, and on the basis of reciprocity, shall be exempted from custom duties and taxes except VAT for the below-mentioned items provided that they are not used for sale or seeking profit in the Receiving Party:

a) Cultural equipment required by the Cultural Centers as well as furniture, facilities and office supplies required for their daily work (motor vehicles not included);

b) Reasonable quantities of materials including picture albums, posters, playbills, books, discs, records, teaching equipments and various other forms of audio-visual products required for the organization of activities by the Cultural Centers;

c) Films to be screened on the premises of the Cultural Centers.

3. The above-mentioned items shall not be lent, leased, mortgaged, transferred, used for other purposes or dealt with by any means, unless otherwise approved by the customs authorities of the Receiving Party.

Article 8

1. Personnel of the Cultural Centers delegated by the government of the Sending Party shall be nationals of that Party and holders of special passports (Portugal) or service passports (China), with appropriate visa before arrival at the Receiving Party, and unless otherwise agreed by both Parties, shall be subject to the labor and social security laws and regulations of the Sending Party.
2. Other personnel recruited of the Cultural Centers may be citizens of either the Sending Party or the Receiving Party, and unless otherwise agreed, shall be subject to the labor and social security laws and regulations of the Receiving Party.
3. The Parties shall inform each other about the appointment and removal of personnel in their respective Cultural Centers, and complete the related procedures according to the current laws and regulations of the Receiving Party in time.

Article 9

The Parties shall provide assistance and convenience to the personnel of the Cultural Centers, their spouses and children under the age of 18 in handling their entry and residence formalities.

Article 10

Any disputes arising out of the interpretation or implementation of this Agreement shall be settled amicably through negotiations between the Parties through diplomatic channels.

Article 11

Any amendment to this Agreement shall be made with the mutual consent of the Parties following prior consultations and shall enter into force in accordance with the procedure set forth in Article 12.

Article 12

This Agreement shall enter into force 30 days after the date of receipt of the later of the notifications, in writing through diplomatic channels, conveying the completion of the internal procedures of each Party required for that purpose.

Article 13

1. This Agreement shall remain in force for five years and shall automatically be renewed for successive five-year periods.
2. Either Party may denounce this Agreement upon a notification, in writing through diplomatic channels, at least 180 days prior to its expiry date.
3. In case of denunciation, this Agreement shall terminate on its expiry date.
4. The termination of this Agreement shall not affect the arrangements, projects or programmes undertaken and not fully executed at the time of the termination, that shall remain valid and in execution until its conclusion, unless the Parties agree otherwise.

Article 14

The Party in whose territory this Agreement is signed shall submit it, for registration, with the United Nations Secretariat, immediately after its entry into force, in accordance with the article 102 of the Charter of The United Nations, and shall also notify the other Party of the conclusion of this procedure and inform the other Party of the number of registration assigned.

Done in duplicate in. Beijing, on the 9th of October, 2016, in the Portuguese, Chinese and English languages, all texts being equally authentic. In case of divergence in interpretation, the English text shall prevail.

For

the Portuguese Republic

Luís Filipe de Castro Mendes

Minister of Culture
of the Portuguese Republic

For

the People's Republic of China

Luo Shugang

Minister of Culture
of the People's Republic of China