

**Agreement on Mutual Provision of
Land and Embassy Premises
Between the Government of the People's Republic of China
And the Council of Ministers of the Republic of Albania**

The Government of the People's Republic of China (here in after referred to as the Chinese side) and the Council of Ministers of the Republic of Albania (hereinafter referred to as the Albanian side) (hereinafter referred to as the two sides);

With a view to ensuring appropriate living and working conditions for the Embassy of the People's Republic of China in the Republic of Albania and the Embassy of the Republic of Albania in the People's Republic of China and;

On the basis of mutual benefit and reciprocity, have reached the following agreement through friendly consultations:

Article I

1.The Chinese side shall provide the Albanian side with the use of the premises at No.28 Guanghua Road, Chaoyang District, Beijing (covering a land area of 9,300 square meters and floor area of 3,466 square meters) for free. The Albanian side may use it as the chancellery of the Embassy, the official residence of the Ambassador and the living quarters of the Embassy staff and ancillary facilities. The map of the building and the land that it occupies is attached as Appendix I and an integral part of this Agreement.

2.The Albanian side shall provide the Chinese side with the use of the premises at Skenderbej str.57, Tirana (covering a land area of 4,624 square meters and floor area of 3,948 square meters) for free. The Chinese side may use it as the chancellery of the Embassy, the official

residence of the Ambassador and the living quarters of the Embassy staff and ancillary facilities. The map of the building and the land that it occupies is attached as Appendix II and an integral part of this Agreement.

3. The Albanian side shall provide the Chinese side with the use of the land "Former Vehicle Repair Workshop Tirana, NSHRAK", cadastral zone 8250, Tirana covering an area of 9,000 square meters for free. The Chinese side may construct on the land the chancellery of the Embassy, the official residence of the Ambassador and the living quarters of the Embassy staff and ancillary facilities. The map of the land is attached as Appendix III and an integral part of this Agreement.

Article 2

1. The Chinese side shall ensure that there are no debt or ownership related disputes over the building and the land that it occupies referred to in Paragraph 1 of Article 1. Should any such dispute occur, it shall be settled by the Chinese side.

2. The aforementioned building and the land that it occupies provided by the Chinese side are equipped with water, electricity, gas, heating, communications and other facilities and are ready and safe to use.

3. The Albanian side may repair, reconstruct or expand the aforementioned building at its own cost. Any plan for reconstruction or expansion must be approved with written consent by the Chinese side in advance.

Article 3

1. The Albanian side shall ensure that there are no debt or ownership related disputes over the building and the land referred to in Paragraph 2

and Paragraph 3 of Article 1. Should any such dispute occur, it shall be settled by the Albanian side.

2. The building and the land that it occupies provided by the Albanian side referred to in Paragraph 2 of Article 1 are equipped with water, electricity, gas, heating, communications and other facilities and are ready and safe to use.

3. The Chinese side may repair, reconstruct or expand the building referred to in Paragraph 2 of Article 1 at its own cost. Any plan for reconstruction or expansion must be approved with written consent by the Albanian side in advance.

4. Upon the transfer of the land referred to in Paragraph 3 of Article 1, there shall be no building, equipment or pipeline above or under the ground, there shall be municipal roads up to the boundaries of the land and the Albanian side shall ensure at its own cost that there are water, electricity, gas, heating and communication pipelines up to the boundaries of the land as required by the construction project. The Albanian side shall complete this land preparation work and transfer the land to the Chinese side within 12 months of the entry into force of this Agreement.

5. The ownership of the buildings to be constructed by the Chinese side on the land referred to in Paragraph 3 of Article 1 belongs to the Chinese side. Upon the completion of the construction project, the Albanian side shall assist the Chinese side in completing relevant ownership registration procedures. The ownership of the land referred to in Paragraph 3 of Article 1 belongs to the Albanian side.

Article 4

1. If either side intends to construct, repair or expand buildings, it shall abide by local laws, regulations and planning requirements and go through approval procedures in advance.

2. The two sides may freely choose companies from their own

country or the host country to design, construct and supervise the abovementioned project.

3. The two sides agree to provide facilitations and assistance to each other in designing and construction approval, materials and equipment transportation, and workers' entry and residence permission for the abovementioned constructions.

4. According to the principle of reciprocity, the premises referred to in Article 1 shall be whitewashed and repaired by its user. All expenses incurred therefrom shall be borne by the user of the premises.

Article 5

The buildings and land referred to in Article 1 shall be used exclusively for purposes of the premises of diplomatic and consular services and living quarters of the diplomatic personnel.

Article 6

The two sides shall exempt each other from all taxes and levies on the buildings and land referred to in Article 1 in accordance with the *Vienna Convention on Diplomatic Relations* and the principle of reciprocity, with exception of the utility charges. The specific matters concerning the exemption shall be handled pursuant to the relevant laws and regulations of the host country.

Article 7

Amendments and supplements can be made to this Agreement with the consent of the two sides. Any amendment or supplement to this Agreement shall be made in the form of a protocol, which shall constitute an integral part of this Agreement.

Article 8

1. This Agreement shall come into effect from the date of its signature and shall remain valid for 70 years.

2. The two sides shall have consultations on the extension of this Agreement one year before the expiry of this Agreement.

Article 9

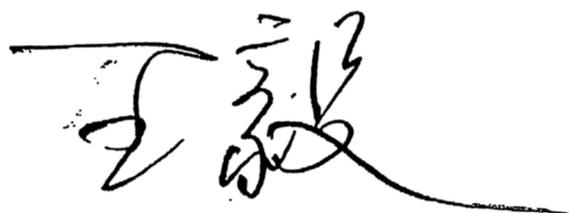
The *Reciprocal Agreement on Embassy Premises between the Embassy of the People's Republic of China in Albania and the Ministry of Foreign Affairs of Albania* on 1 April 1960 in the form of exchange of notes shall terminate on the day when this Agreement comes into effect.

Article 10

In case of any discrepancy on the interpretation or implementation of this Agreement, the two sides should seek a solution through friendly consultations.

Done in duplicate in Beijing on 8 / 25 / 2016 in the Chinese, Albanian and English languages, all the texts being equally authentic. In case of discrepancy in the interpretation of the text, the English text shall prevail.

For the Government of
The People's Republic of China



For the Council of Ministers of
The Republic of Albania

