

Partnership Agreement

Between

Graduate University of Chinese Academy of Sciences (GUCAS)

and

University of Copenhagen (KU)

Aarhus University (AU)

University of Southern Denmark (SDU)

Aalborg University (AAU)

Roskilde University (RUC)

Technical University of Denmark (DTU)

Copenhagen Business School (CBS)

IT University of Copenhagen (ITU)

on the establishment of the

**Sino-Danish Centre for Education and Research,
Graduate University of Chinese Academy of Sciences**

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Preamble

I. The Graduate University of Chinese Academy of Sciences and the Danish universities:

- Seeking to add value to the Chinese and Danish societies through the exchange of knowledge, technology and talent.
- Desiring to strengthen already existing linkages in research and education.
- Wishing to explore new approaches to research and university cooperation.

II. Reconfirming their commitment to:

- The Memorandum of Understanding between the Ministry of Education of the People's Republic of China and the Danish Ministry of Education, the Danish Ministry of Science, Technology and Innovation and the Danish Ministry of Culture of the Government of the Kingdom of Denmark regarding educational cooperation between China and Denmark dated September 25, 2007.
- The Agreement on Mutual Recognition of Academic Degrees in Higher Education between the Government of the People's Republic of China and the Government of the Kingdom of Denmark dated September 25, 2007.
- The Memorandum of Understanding between the Government of the Kingdom of Denmark and the Government of the People's Republic of China on Bilateral Cooperation in Science and Technology dated September 25, 2007.
- The Memorandum of Understanding between the Chinese Academy of Sciences and the Danish Ministry of Science, Technology and Innovation dated October 22, 2008.
- The Memorandum of Understanding between Graduate University of Chinese Academy of Sciences and the Danish Ministry of Science, Technology, and Innovation and the Danish universities dated October 23, 2008.
- Joint Statement between the Government of the People's Republic of China and the Government of the Kingdom of Denmark on the Establishment of a Comprehensive Strategic Partnership, October 25, 2008.

III. Endeavouring to achieve the following objectives:

- Achieve excellence in graduate education and research by combining the best competencies, teaching traditions and research environments in the two countries.
- Increase the mobility of students, teachers and scientific personnel between Denmark and China.
- Enhance Sino-Danish scientific and technological collaboration by creating a platform for joint education and research activities.
- Strengthen linkages between research and educational establishments and private companies in Denmark and China.
- Develop and commercialise new knowledge and technology to the benefit of both countries.
- Increase networking and cultural understanding between China and Denmark.

IV. Agree to establish a Sino-Danish Centre for Education and Research at the Graduate University of Chinese Academy of Sciences within the provisions outlined in the following sections 2 through 12.

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Definitions and abbreviations

The following definitions are used in this Partnership Agreement:

Background Knowledge shall be understood as information, techniques, know-how, software and intellectual property rights that Partner Organisations hold before entering the research at SDC and/or develop in parallel to the research at SDC and that the Partner Organisations provide to one another for research activities at SDC.

CAS is used as the abbreviation for Chinese Academy of Sciences.

Confidential Information shall be understood as all types of scientific, technical, operational or commercial information, materials, data or experience exchanged between the Partner Organisations that are marked confidential or by their nature apparently are confidential.

Directors shall be understood as the Principal Director and the Executive Director in unison.

Foreground Knowledge shall be understood as the information, material and intellectual property rights that the Partner Organisations generate within the research at SDC.

GUCAS is used as the abbreviation for the Graduate University of the Chinese Academy of Sciences.

HEP is used as the abbreviation for a Head of Educational Programme, which shall be understood as the person that for each Master's programme and/or PhD programme coordinates the educational activities and oversees the lesson plans and curricula.

Know-how shall be understood as unpatented technical information (including, without limitation, information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, manufacturing processes, techniques and specifications, quality control data, analyses, reports and submissions) that is not in the public domain.

IAB is used as the abbreviation for the Industry Advisory Board.

International students are students that are neither Chinese nor Danish nationals.

ISAB is used as the abbreviation for the International Scientific Advisory Board.

JMC is used as the abbreviation for the Joint Managerial Committee.

Parties shall be understood as the Graduate University of the Chinese Academy of Sciences on the one side and the unity of all participating Danish universities on the other.

Partner Organisation or **Partner Organisations** shall be understood as the institution(s) that have signed this Partnership Agreement.

PC is used as the abbreviation for a Principal Coordinator, which shall be understood as the leading researcher for the different research areas at SDC.

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PI is used as the abbreviation for a Principal Investigator, which shall be understood as a leading researcher within the different research topics under the selected research areas of the SDC.

Research Areas shall be understood as the selected research themes within which the overall education and research activities of the SDC shall take place.

Research Topics shall be understood as the more specific research themes and/or projects within the selected research areas.

RGF is used as the abbreviation for the Research Grant Facility.

SDC is used as the abbreviation for the Sino-Danish Centre for Education and Research.

SDCAC is used as the abbreviation for the Academic College of the Sino-Danish Center

SF is used as the abbreviation for the SDC's Student Forum.

Universities Denmark is an organisation of the eight Danish universities: University of Copenhagen (KU), Aarhus University (AU), University of Southern Denmark (SDU), Aalborg University (AAU), Roskilde University (RUC), Technical University of Denmark (DTU), Copenhagen Business School (CBS), IT University of Copenhagen (ITU).

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Section 1 Name, Status, and Location of the SDC

1. The official name of the centre is “Sino-Danish Centre for Education and Research (SDC) at Graduate University of Chinese Academy of Sciences”.
2. SDC is a non-profit entity legally and administratively integrated into GUCAS.
3. The SDC can independently develop an international research and educational environment in conformity with both Chinese and Danish academic traditions.
4. The SDC will be physically located on the GUCAS Yanqihu Campus.

Section 2 Mission and Task of the SDC

5. The SDC is devoted to research, Master’s education and PhD education within selected main areas as agreed upon.
6. *Research.* The SDC will provide a platform for jointly undertaking research activities and exchanging scientific staff between China and Denmark (Appendix 1).
7. *Master’s education.* The SDC will provide Master's programmes based on the latest knowledge in relevant scientific fields and employing teaching methodologies that encourage creative thinking, interdisciplinary approaches and innovation (Appendix 2).
8. *PhD Education.* The SDC will provide a platform for PhD programmes developed in close collaboration with researchers working at the centre (Appendix 3).
9. *Training.* The SDC can provide training programmes to Chinese and Danish companies wishing to upgrade the skills of their managers and employees (Appendix 4).

Section 3 Organisation and Management of the SDC

10. A Joint Sino-Danish Managerial Committee (JMC) with high level representation is the supreme decision making body of the SDC (Appendix 5).
11. A Principal Director and an Executive Director will form the daily management of the SDC.
12. For each selected area a Chinese and a Danish Principal Coordinator (PC) will take the lead in developing the research agenda.
13. For each selected area a Chinese and a Danish Principal Investigator (PI) will take the lead in the different research topics within the research areas of the SDC.
14. For each PhD and Master’s programme a Chinese and a Danish Head of Educational Programme (HEP) will coordinate the educational activities and oversee the development lesson plans and curricula.
15. SDC’s management is comprised of the Directors and the Academic College of Sino-Danish Centre (SDCAC). The SDCAC shall ensure horizontal coordination and the exchange of knowledge between research areas and educational programmes.

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16. The JMC appoints an International Scientific Advisory Board (ISAB) with four (4) members, which advises the JMC and SDC's Directors in regard to the quality of the research and educational activities at the SDC. The objective is to ensure that SDC's activities are of the highest international standing.
17. The JMC appoints an Industry Advisory Board (IAB) with ten (10) members, which advises the JMC and SDC's Directors on matters which include (i) SDC's linkages with industry; (ii) the relevance of SDC's research and educational activities; and (iii) the provision of training activities.
18. To allow for student influence on SDC's educational activities, the Directors will establish a Student Forum (SF) with elected representatives of the student body. The SF would advise the Directors on all matters related to teaching and student affairs.
19. The Partner Organisations shall endeavour to ensure that the JMC and the Directors of the SDC are granted the necessary legal authorities to carry out their responsibilities and assignments as lined out in this agreement.
20. Exchanged staff is under the legislation of the home institution.

Section 4 Integration within CAS

21. SDC will develop and maintain close linkages to research institutes of the Chinese Academy of Sciences (CAS).
22. The SDC will, as part of GUCAS, enjoy the same possibilities of collaboration with CAS research institutes as does GUCAS. Consequently, and in accordance with procedures between GUCAS and CAS, all students at SDC and researchers on short-term stays will *inter alia* have access to CAS's (i) laboratories and research equipment, (ii) technical and support staff, (iii) student academic advisors, and (iv) research projects. For researchers on long-term stays external funding may be required.

Section 5 Collaboration with external parties

23. The collaboration between GUCAS and the Danish universities will constitute the backbone of the SDC. At the same time, the SDC will be an open organisation that maintains linkages with other institutions and research groups. Consequently, researchers and students at SDC will, in their research and educational activities, be encouraged to establish linkages with other higher education institutions and research establishments.

Section 6 Rights, Publications, and Confidentiality

24. Foreground Knowledge generated from the SDC is intended for publication (appendix 6).
25. Results generated from joint work are to be published jointly following the uniform requirements laid down by the Vancouver Group (ICMJE).
26. Confidential information, which the Partner Organisations receive from each other, may only be used for SDC's research activities.
27. Foreground Knowledge belong to the respective Partner Organisations in accordance with their intellectual contributions.

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28. Rights and duties in accordance with this partnership agreement cannot be transferred to third parties without written consent from the owner hereof, except in the case of public reorganisations within the research sector or similar sectors that influence the ownership of the Partner Organisations.
29. Contracts between Partner Organisations and third parties regarding research conducted at SDC and/or the commercialisation hereof shall include specific provisions on confidential information, publications, ownership to Foreground Knowledge, intellectual property rights, including patenting procedures, transfer of rights, and commercial terms for such transfer, and resolution of disputes.

Section 7 Financial contributions, budgeting and accounting

30. The Parties will ensure sufficient funding for the SDC to succeed in the long-term (appendix 7).
31. Cash and/or in-kind contributions will be provided by the Parties to this Partnership Agreement. The economic value of the annual contribution of the Danish Partner Organisations and of GUCAS should be the same. Moreover the SDC will rely on funding from external sources such as ministries, research councils, foundations and relevant EU programmes.
32. The Directors will prepare a budget for the SDC. The budget will include details for the coming year and projections for a three (3) year period in order to facilitate financial planning.
33. At the end of each financial year an annual financial report shall be prepared. The annual report must give a true and fair view of the SDC's assets, liabilities and equity, financial position and results for the year.
34. The JMC will attach an established auditing firm. The name of the accounting firm is stated in appendix 7. The auditors will certify the accounts according to international standards.

Section 8 Establishment of the SDC

35. GUCAS will provide fully serviced land needed for the SDC building at the Yanqihu Campus with no expenses for the Danish Partner Organisations (Appendix 7).
36. The Danish Party will ensure the construction of a building at the Yanqihu Campus appropriate for the activities of the SDC. The SDC building is a new construction of approximately 8,000-10,000 square meters. The maintenance and the running costs of the building will be covered by GUCAS. [To be confirmed]
37. In case of termination of the agreement, GUCAS will upon the termination compensate the Danish Party for the residual value of the SDC building.
38. Until the SDC building is inaugurated, GUCAS will make the needed teaching and research facilities for SDC's activities available in the Beijing area.
39. GUCAS will seek to make dormitories for students studying at the SDC and apartments for Danish staff working at the SDC available. The housing facilities shall follow international standards, i.e. single rooms for students and two-three rooms apartments for faculty staff. Students and staff are required to pay rent in accordance with GUCAS's rules and procedures.

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Section 9 Duration and Termination

40. This Partnership Agreement is valid until one of the Parties decides to terminate it.
41. The decision by one of the Parties to terminate the Partnership Agreement must be notified to the other Party. This decision takes effect no less than six (6) months following the notification unless the Parties agree otherwise.
42. The termination of the Partnership Agreement shall not release the Parties from the obligations set out in appendix 2 and 6. GUCAS must ensure that already enrolled master students are able to complete their Master's education and receive a diploma according to national rules and GUCAS' procedures. The Danish side will provide tuition fees for students enrolled according to the Danish rules regarding scholarships for study abroad.
43. If one of the Danish universities decides to terminate its participation in the SDC collaboration set out in this Partnership Agreement, the decision can at the earliest take effect in 2014. GUCAS must be notified six (6) months prior to the decision taking effect. The notification of the withdrawal from the SDC collaboration shall constitute an amendment to the Partnership Agreement after GUCAS has received and signed the notification. The conditions set out in article 42 also apply for a Danish university leaving the SDC collaboration.

Section 10 Disputes

44. Should differences arise in interpreting or fulfilling this Partnership Agreement, the Partner Organisations are obliged to attempt to settle the differences outside of court.
45. If the Partner Organisations fail to settle the differences, the Partner Organisations shall hand over the matter to an Arbitration Board in [country] Each Party names one member of the Board and these two members then name a third arbitrator who is neither a Chinese nor a Danish citizen to function as chairperson. The Arbitration Board stipulates the regulations for the proceedings and makes decisions in accordance with international practice. [Country for Arbitration Board is to be decided upon].

Section 11 Amendments to the Partnership Agreement

46. This Partnership Agreement can be amended at the suggestion of one of the Parties.
47. Amendments to this Partnership Agreement and appendices must first be unanimously agreed upon by the JMC and subsequently presented to and agreed upon by the Partner Organisations. Furthermore, amendments must be in accordance with Chinese and Danish rules and procedures.
48. Appendix 1-7 are part of the agreement.

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Section 12 Entry into Force

49. This Partnership Agreement enters into force at signing.

50. The English and the Chinese versions of the Partnership Agreement are the official versions.

Signatures

Place and date

On behalf of:

Graduate University of Chinese Academy of Sciences

Deng Yong, Vice-chancellor of the Graduate University of Chinese Academy of Sciences

On behalf of:

University of Copenhagen (KU)

Aarhus University (AU)

University of Southern Denmark (SDU)

Aalborg University (AAU)

Roskilde University (RUC)

Technical University of Denmark (DTU)

Copenhagen Business School (CBS)

IT University of Copenhagen (ITU)

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Appendix 1: Research

Research activities at SDC

1. The SDC will provide a platform for jointly undertaking research activities and exchanging scientific staff and PhD students between China and Denmark.
2. It is expected that Chinese and Danish researchers at the SDC will collaborate on joint research projects including the design of experiments, analyses and interpretation of data as well as publication and commercialisation of research results.
3. Researchers at the SDC are independent in their choice of scientific method in accordance with recognised international standards of research quality. The Directors may allocate specific tasks to specific staff. During the periods in which members of the academic staff are not performing such tasks, they are free to conduct research within SDC's prioritised research areas.
4. Researchers at SDC can undertake contract research commissioned by external parties or maintain linkages with private companies to the extent that it does not impair the execution of SDC's core activities or is in breach with the provision set forth in appendix 6.

Selection of research areas

5. The research activities should build on and strengthen existing relationships between Chinese and Danish researchers.
6. SDC's research activities are focused in priority areas selected in open processes involving relevant researchers, the Partner Organisations and other stakeholders. Priority areas are subject to the approval of the Joint Managerial Committee (JMC).
7. Selected areas of research are subject to change following dialogue with relevant researchers, the Partner Organisations and other stakeholders. All changes are subject to the approval of the JMC.

Organisation of research areas

8. For each selected area a Chinese and a Danish principle coordinator (PC) will take the lead in developing the research agenda. PCs report to the Directors.
9. PCs describe the purposes and the objectives of the research area and overlook the development and progress of the individual research projects falling under the area.
10. For each research area a range of Chinese and Danish principal investigators (PIs) will be in charge of specific research topics and research projects. The PIs refer to the PCs.
11. Protection of animals used for experimental and other scientific purposes is the responsibility of the Directors and researchers to ensure that animals used for experimental and other scientific purposes related to SDC's research activities are treated according to the European Council Decision 2003/584/EC as well as relevant Chinese standards and legislation. This responsibility also applies to experiments and other scientific activities conducted by external parties as part of SDC's research activities.

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Appendix 2: Master's Education – Master's Programmes

Provision of Master's Education

1. The SDC will provide Master's programmes developed in close collaboration with researchers working at the centre.
2. For each Master's programme an agreement shall be made between GUCAS and a primary responsible Danish university.
3. The agreement must reflect the principles of Chinese and Danish legislation; ensure that a study programme is developed, and that all SDC Master's programmes can obtain the necessary accreditations from the Chinese Ministry of Education and the Danish Accreditation Agency.
4. Furthermore the agreement must encompass (i) an obligation to ensure the student's legal rights, (ii) a student's right to make a complaint in English to a third party regarding legal questions relating to SDC's decisions on student matters, (iii) regulations regarding assessments of examinations, (iv) a student's access to additional examination attempts, (v) a student's right to attend and complete the Master's programme including written and oral exams in English, (vi) a student's right to leave of absence, including maternity leave during the enrolment of SDC, with the subsequent option of reenrolment, (vii) a student's right to freely access and publish information within the field of the Master's programme, and (viii) student influence on SDC's educational activities..

Structure and content

5. For each Master's programme a Danish and a Chinese Head of Educational Programme (HEP) coordinate the educational activities and oversee the development of lesson plans and curricula. All educational programmes must be based on the latest knowledge in relevant scientific fields and employ teaching methodologies that encourage creative thinking, interdisciplinary approaches, and innovation.
6. The HEPs report to the Directors and should be recruited among the researchers working at SDC. Within a selected research area at the SDC, the same person can hold the position of HEP and PC.
7. Master's programmes at SDC will be labelled "European Master's programme". Master's programmes at SDC consist of two years education equivalent to 120 ECTS points (European Credit Transfer System). 60 ECTS points correspond to one year of full-time studies.
8. A "European Master's programme" at SDC should include at least one year of coursework.
9. A "European Master's programme" can include work as a trainee in either a Chinese or a Danish company of a maximum length of six months equivalent to 30 ECTS points. Furthermore, a Master's programme can include a period of study in Denmark at the principally responsible Danish University.
10. A "European Master's programme" must include a Master's thesis worth 30 ECTS points. The Master's thesis must document skills in applying academic theory and methods to a specific academic subject.
11. The main teaching language will be English.

Admission

12. Master's students at the SDC will be enrolled at GUCAS. Admission shall be based on a successfully completed Bachelor's degree or equivalent, English language proficiency, and other criteria set forth in the study programme.

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13. It is the responsibility of the Academic College of SDC on the advice of the HEPs to approve student requests for the transfer of credits at the Master's level earned at other higher education institutions.

Issuing of degrees

14. When completing a European Master's programme of two years of study the student will be awarded a degree from the primary responsible Danish university. Danish and international students will also receive a degree from GUCAS. Following GUCAS' standard procedures, Chinese students will receive a degree from GUCAS after a total of three years of study.
15. GUCAS and the primary responsible Danish university will each issue diplomas to the candidates from the Master's programmes in accordance with national rules and procedures. The diploma shall clearly state that the education has been undertaken at the SDC.

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Appendix 3: PhD Education – PhD Programmes

Provision of PhD education

1. The SDC will provide a platform for PhD programmes developed within each research theme in close collaboration with researchers working at the centre.
2. The PhD programme activities undertaken at the SDC shall aim to train the PhD students to undertake research, development and teaching assignments in the private and public sectors.
3. All PhD programmes should be based on the latest knowledge in relevant scientific fields and include ongoing research at the SDC.
4. The PhD programme shall in principle be equivalent to three years, including at least half a year of coursework.
5. The main teaching language will be English.

Structure and content

6. For each PhD student a Chinese and a Danish supervisor shall be appointed, one of which has the role of principle supervisor. The principal supervisor shall be a recognised researcher within the relevant field and affiliated with the SDC. It is possible to appoint additional supervisors, who are qualified within the relevant field.
7. The principal supervisor is responsible for providing a plan for each PhD student and for the completing of the PhD programme as laid down in the student's PhD plan. The PhD plans shall be made in cooperation between the principal supervisor and the PhD student.
8. During the PhD programme, the student shall be required to:
 - Complete PhD courses.
 - Participate in active research environments.
 - Carry out independent research work under supervision.
 - Gain experience in teaching or other form of knowledge dissemination related to the student's PhD project.
 - Complete a PhD thesis on the basis of the PhD project.
9. PhD students at SDC should have the opportunity to undertake a part of their thesis work in collaboration with Chinese and Danish companies and may where possible and relevant spend time in both Chinese and Danish research environments.

Admission

10. In principle the PhD students shall be enrolled at GUCAS or enrolled and employed at a Danish university. Aside from the above mentioned requirements to the PhD programme at SDC the admitted PhD students shall follow the respective national rules and procedures.
11. All PhD students must have English language proficiency.
12. Admission of a PhD student to be trained within the SDC is decided upon by the Directors on the recommendation of the Academic College of the SDC (SDCAC). The recommendation of the SDCAC shall be based on the SDC's current research themes and the capacity. All students to be trained at SDC shall register at GUCAS in accordance with relevant Chinese rules.

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13. The Directors must seek to enrol an equal number of PhD students from the Chinese and the Danish side.

Issuing of degrees

14. The PhD degree shall be awarded by the relevant Partner Organisation to students who have successfully completed the PhD programme and successfully defended their PhD thesis.

15. PhD students may be awarded a double degree according to the national rules and procedures of the relevant Partner Organisations. A double degree can only be awarded if the PhD student has spent a minimum of six (6) months in relevant research environments in both China and Denmark. The home university of the PhD student shall ensure that the required resources are available to fund i.e. transportation and living costs for the PhD student.

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Appendix 4: Training

1. The SDC can provide training programmes to private companies or institutions wishing to upgrade the skills of their workers and managers.
2. Training programmes can be organised in other areas than the priority research areas of the SDC.
3. Provided training programmes should not impair the ability of academic staff to carry out SDC's core activities.
4. All expenses related to the training programmes, including administrative expenses, must be covered by external funding.

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Appendix 5: Organisation and Management

Joint Managerial Committee

1. The Joint Managerial Committee (JMC) with high level representation is the supreme decision making body of the SDC. The JMC shall safeguard the SDC's interests in research and education and determine guidelines for its organisation, long-term activities and development.
2. The JMC shall administer the SDC's funds to ensure that they serve the centre's goals.
3. The JMC will determine its own rules of procedure, and later amendments. Decisions must be made unanimously.
4. The JMC shall to the greatest possible extent be open about its activities.
5. Members of the JMC will be high level representatives of China and Denmark. The JMC will have ten (10) members appointed in dialogue between the Parties. Five (5) members will be from China and five (5) members will be from Denmark. The JMC will include representatives of CAS and the Danish Ministry of Science, Technology and Innovation at the vice-minister level.
6. Members of the JMC are appointed for a period of five (5) years. Members can sit for no longer than ten (10) years in total.
7. The JMC will be jointly chaired by a Chinese and a Danish chairperson.

Directors of the SDC

8. A Principal Director and an Executive Director form the daily management of the SDC. The Principal Director is appointed by GUCAS and is expected to have experience with administration of educational and/or research activities as well as international experience. The Executive Director is appointed by the Danish Partner Organisations and must be an acclaimed researcher.
9. The Directors appoint the Principal Coordinators (PCs) and Heads of Educational Programmes (HEPs) and decide on the organisation of SDC's activities. The Directors hire and dismiss administrative staff at SDC.
10. The Directors (i) oversee the daily management of the SDC, (ii) manage the funds, (iii) prepare the budget, and (iv) undertake other tasks prescribed by the JMC.
11. Both Directors are authorised to sign on behalf of the SDC in accordance with the budget and guidelines approved by the JMC.

SDC's administration

12. SDC's administrative staff reports to the Directors.
13. The administration's task is to support the Directors in their work.

Academic College of the Sino-Danish Centre

14. SDC's management is comprised by the Directors and an Academic College of the Sino-Danish Centre (SDCAC). The Principal Coordinators and Heads of Educational Programmes are born members of the SDCAC.

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15. The SDCAC shall ensure horizontal coordination and the exchange of knowledge between research areas and educational programmes and *inter alia* advise the Directors on the admittance of PhD students. Furthermore, the SDCAC is responsible for ensuring a high level of quality of SDC's activities in research and education.
16. The SDCAC holds meetings at least every three months according to a schedule proposed by the Directors. All PCs and HEPs are required to participate in meetings of the SDCAC unless there are significant reasons for not complying with these standards.

International Scientific Advisory Board

17. The JMC appoints an International Scientific Advisory Board (ISAB) which advises the JMC and SDC's Directors in regard to the quality of the research and educational activities at the SDC. The objective is to ensure that SDC's activities are of the highest international standing.
18. The ISAB has four (4) members, two (2) appointed by GUCAS and two (2) appointed by the Danish Party. All members of the ISAB should be outstanding researchers of international standing in their relevant discipline or multi-disciplinary field. Moreover, members of the ISAB should be neither Chinese nor Danish citizens. The appointment is for a period of four years. Members can be reappointed but may serve no more than eight (8) years in succession.
19. The ISAB appoints a chairperson who is responsible for overseeing the preparation of the meetings of the Board in collaboration with SDC's Directors. Moreover, the chairperson leads the meetings of the Board. The ISAB meets at least once a year.
20. At least once a year SDC's Directors will ensure that the ISAB is provided with information sufficient to assess achieved results and development plans for all research and educational activities at the SDC. On this basis the ISAB puts forward its observations and recommendations in writing to SDC's Directors and the chairperson of the JMC.

Industry Advisory Board

21. The JMC appoints an Industry Advisory Board (IAB) which advises the JMC and SDC's Directors on matters which include (i) SDC's linkages with industry; (ii) the relevance of SDC's research and educational activities; and (iii) the provision of training activities.
22. The IAB has ten (10) members, five (5) appointed by GUCAS and five (5) appointed by the Danish Party. All members of the IAB should be representatives of companies or organisations that operate in China and/or Denmark or have a major stake in SDC's activities. The appointment is for a period of two years. Members can be reappointed.
23. The IAB appoints a chairperson who is responsible for overseeing the preparation of the meetings of the Board in collaboration with SDC's Directors. Moreover, the chairperson leads the meetings of the Board. The IAB meets at least twice a year.

SDC's International Student Forum

24. To allow for student influence on SDC's educational activities, the Directors will establish a Student Forum (SF) with elected representatives of SDC's students. The SF would advise the Directors on matters related to teaching and student affairs.
25. The students of SDC can also participate in the activities of GUCAS's student union.

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Appendix 6: Rights, publications and confidentiality

Publication and Reporting

1. Foreground Knowledge generated from the SDC is intended for publication.
2. Foreground Knowledge generated from joint work is to be published jointly, unless otherwise agreed by Partner Organisations.
3. In the event of publication of Foreground Knowledge generated from SDC the publicist commits himself to notify the other contributing parties of SDC hereof, at least 30 days in advance of the intended date of publication. Until 30 days after the notice of the intended publication, all involved parties may demand the publication postponed by up to three (3) months in order to ensure own commercial interests. Once the three (3) months time limit has expired, the publishing right attached to the postponed publication shall be unconditional.

Confidential Information

4. Confidential Information which Partner Organisations receive from each other may only be used for SDC's research activities and may not without consent from the Partner Organisation from whom the Confidential Information is received be disclosed in any way to third parties.
5. Partner Organisations shall ensure that all persons working or participating in the work of SDC are subject to the same confidentiality obligation as the Partner Organisations themselves by non-disclosure-agreements or the like.
6. The confidentiality obligation does not include Confidential Information which: (i) at the time of receipt of the information has been published or in some other way made available to the general public; (ii) already at the time of receipt was lawfully in the possession of the receiving Partner Organisation without being subject to confidentiality restrictions; (iii) has been received from a third party who is lawfully entitled to pass on the information; and (iv) is developed by the receiving Partner Organisation independently of the Confidential Information or (v) on the basis of an obligation provided by law, legal decision or other legally binding public legislation act must be handed over to third parties.
7. The confidentiality obligation is valid for a period of three (3) years after receipt of the Confidential Information.

Rights

8. Partner Organisations maintain all intellectual property rights to their own Foreground and Background Knowledge.
9. Results of joint work generating Foreground Knowledge belong to the respective Partner Organisations in accordance with their share of the intellectual contributions. If their respective share of the work cannot be ascertained, they shall own such Foreground Knowledge jointly in equal shares.
10. The joint owners commit themselves to notify the other contributing parties and the Directors of the SDC promptly after any employee working or participating in the co-owned work of SDC has identified any result that it considers possible as patentable subject matter, and to supply the co-owning parties with copies of that result before publication.
11. Co-owning Partner Organisations may freely use jointly owned Foreground Knowledge for research purposes, whereas it is to be specifically agreed upon between such Partner Organisations if jointly

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owned Foreground knowledge is to be exploited commercially, including but not limited to transfer to a third party, grant of patent and license-agreements.

12. With written consent from the owner, the Partner Organisations may freely use published Background Knowledge and published Foreground Knowledge of other Partner Organisations for research activities of SDC. This exploitation right does not include the right to commercial exploitation or transfer to third parties.
13. Patentable inventions, software, databases and proprietary materials created or invented in the course of employment or under the terms of employment shall belong to the Partner Organisation. Moral rights belong to the employee.
14. Each employee working at SDC must sign a proprietary rights agreement, assigning rights in his or her creations and inventions to the employer, with the result that the employer is the owner of the patentable inventions, software, databases and/or proprietary materials, provided however that such proprietary rights agreement shall not be required to the extent that national law governing the relationship between the employee and the employer enables them employer to assume ownership to the employee's rights in patentable inventions, software, databases and/or proprietary materials.
15. No Partner Organisation may use the others' name or logo in any press release or product advertising, or for any other promotional purpose, without first obtaining the others' written consent, except that the Partner Organisations may identify the sums received from the others in the partners' annual report and similar publications.

Transfer of rights

16. Rights and duties in accordance with this partnership agreement cannot be transferred to third parties without written consent from the owner hereof, except in the case of public reorganisations within the research sector or similar sectors that influence the ownership of the Partner Organisations.
17. Contracts between Partner Organisations and third parties regarding research conducted at SDC and/or the commercialisation hereof shall include specific provisions on confidential information, publications, ownership to Foreground Knowledge, intellectual property rights, including patenting procedures, transfer of rights, and commercial terms for such transfer, and resolution of disputes.
18. The JMC, cf. Appendix 5, will issue recommended model agreements concerning intellectual property rights, the ownership of intellectual property rights, transfer of intellectual property rights and commercial terms of such transfer in case of:
 - a. Intellectual property jointly produced or invented by two Partner Organisations.
 - b. Collaborative research between one or more Partner Organisations and one or more companies in the private sector.
 - c. Contract research commissioned by external parties.

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Appendix 7: Financial contributions, budgeting and accounting

General financial conditions

1. The Parties to this Partnership Agreement will ensure sufficient funding for the SDC to succeed in the long-term.
2. Cash and/or in-kind contributions will be provided by the Parties to this Partnership Agreement and the Chinese Academy of Sciences.
3. The economic value of the annual contribution of the Danish Partner Organisations and of GUCAS should be the same (shared economy).
4. The SDC will rely on supplementary funding from external sources such as ministries, research councils, foundations and relevant EU programmes.
5. The SDC can generate supplementary income *inter alia* from the provision of training and contract research.
6. In order to ensure the proper functioning of the SDC the Parties will secure the liquidity of the SDC by providing an equal share of their annual contribution in cash.

Budgeting

7. The Directors will prepare a budget for the SDC.
8. The budget will include a Master's Programmes Section, a PhD Programmes Section, a Research Activity Section and a Central Administration Section. The budget will include details for the coming year and projections for a three (3) year period in order to facilitate financial planning.
9. In preparing the budget the Parties will make the necessary efforts to certify the economic value of in-kind contributions.
10. The budget will also include a cash flow budget for the coming year outlining the proposed cash flow on a monthly basis. The cash flow budget will include a proposal for the share of the contribution of the two Parties to be allocated to SDC in cash for the coming year.
11. The budget is subject to the approval of the JMC.
12. The Partner Organisations and authorities in both China and Denmark will have full access to review SDC's budget.
13. If the balance between the annual economic contributions of the Parties fails to realise as budgeted, the Parties will make provisions to correct the matter in the following year.

The Master's Programme Budget Section

14. The Master's Programmes Budget Section must cover all direct costs incurred by the Master's Programmes provided by SDC, i.e. the provision of teachers' services, physical facilities for education and research, etc. Direct costs are all costs excluding central administrative costs of the SDC, confer below.

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15. On the basis of the budget a unit cost is calculated for the Master's Programmes provided by the SDC in the following year. Unit cost of natural science programmes and other programmes may be calculated separately.
16. In case of a discrepancy between budgeted and incurred costs the difference must be taken into account when calculating the unit costs of the following period in order to ensure long run full direct cost coverage.
17. Danish and international Master's students affiliated with the SDC will pay a tuition fee equal to the unit cost of the programme in question. The unit cost payments of Danish students enrolled are not part of the Danish contribution to the shared economy of SDC. GUCAS will provide for the unit costs of Chinese students enrolled as part of its contribution to the shared economy of SDC.

The PhD Programme Budget Section

18. The PhD Programmes Section of the budget must, firstly, cover all direct costs incurred by the PhD Programmes and Programme parts provided by SDC, i.e. the provision of teachers' services, physical facilities for research and education, etc. Direct costs are all costs excluding central administrative costs of the SDC, confer below.
19. The budget section must, secondly, cover compensation of Danish and Chinese PhD students.
20. On the basis of the budgeted programme costs, excluding compensation for PhD students, a unit cost is calculated for the PhD Programmes provided by the SDC in the following year. Unit cost of natural science programmes and other programmes may be calculated separately.
21. In case of a discrepancy between budgeted and incurred costs the difference must be taken into account when calculating the unit costs of the following period in order to ensure long run full direct cost coverage.
22. Danish and international PhD students enrolled at the SDC will pay a tuition fee equal to the unit cost of the programme in question. The Danish Partner Organisations will provide for the tuition fee of Danish PhD students as part of their contribution to the shared economy of SDC. GUCAS will provide for the unit costs of Chinese PhD students enrolled as part of its contribution to the shared economy of SDC.
23. The Danish Partner Organisations will provide for the compensation of Danish PhD students and GUCAS will provide for the compensation of Chinese PhD students as part of their respective contributions to the shared economy of SDC.

The Research Activity Budget Section

24. The Research Activity Budget Section must cover research activities conducted within the framework of SDC and not directly related to the Master's or PhD Programmes.
25. This budget section must cover all direct costs incurred by the activities, i.e. the provision of researchers and assisting personnel, physical facilities, etc. both with GUCAS and CAS. Direct costs are all costs excluding central administrative costs of the SDC, confer paragraph 28.
26. This budget section must stipulate the size of cash funding for research activities carried out pursuant to this Partnership Agreement.
27. Contributions from the Parties to the RGF will be decided upon as part of the JMC's decision on the Parties cash contribution to SDC. The Partner Organisations will seek to supplement the RGF with external funding for research in China, Denmark and internationally.

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Central Administration Budget Section

28. The Central Administration Budget Section must cover central administrative activities of the SDC. Central administrative costs are the compensation of the Principal Director and the Executive Director and their Secretariat in China and Denmark.

On account provision of personnel and facilities

29. GUCAS will on account of the shared economy of SDC cover:

- All salary expenses and other benefits for the Principal Director.
- All salary expenses and other benefits for Chinese academic staff including Chinese PhD students working at the SDC.
- Salaries of all non-academic staff working at the SDC.
- Unit cost payment for Chinese Master's and PhD students at SDC.
- Costs of access to GUCAS' and CAS' research and education facilities and infrastructure to students and academic staff at the SDC and services attached to this provision.
- Provision for research materials etc. tied to the research activities undertaken pursuant to this Partnership Agreement.
- Access for all students at SDC to all support services and general facilities on the Yanqihu Campus including library services, infirmary, sport facilities, transportation systems and dining rooms.

30. The Danish Partner Organisations will on account of the shared economy of SDC cover:

- All salary expenses and other benefits for the Executive Director.
- All salary expenses and other benefits for Danish academic staff including PhD students stationed in China by virtue of this Partnership Agreement.
- All tuition fees for Danish Master's and PhD students at SDC.

Provision of dormitories and apartments and grants and loans for Master's students

31. GUCAS will make dormitories available for all students studying at the SDC. The dormitories will be of appropriate international standard and size. Students studying at the SDC are required to pay rent in accordance with GUCAS' rules and procedures. This rent payment is not counted as part of SDC's shared economy.

32. GUCAS will make available sufficient apartments for Danish and international academic staff working at the SDC. The housing facilities will be of appropriate international standard and size. Danish and international academic staff is required to pay rent in accordance with GUCAS' rules and procedures. This rent payment is not counted as part of SDC's shared economy.

33. Grants and loans for Danish or Chinese Master's students provided by the Parties or the Danish or Chinese authorities are not counted as part of SDC's shared economy.

Generated supplementary income

34. Income generated from contract research will be distributed between individual research projects in accordance with guidelines proposed by the Directors and approved by the JMC.

35. The Partner Organisations will seek to supplement their contributions with external funding for research in China, Denmark and internationally.

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The SDC building at Yanqihu Campus

36. GUCAS will make available the land needed for an SDC building at the Yanqihu Campus with no expenses for the Danish Partner Organisations.
37. The Danish Party will ensure the construction of a building at the Yanqihu Campus appropriate for the activities of the SDC. The SDC building is a new construction of approximately 8,000-10,000 square meters. The maintenance and the running costs of the building will be covered by GUCAS. [To be confirmed]
38. The building will be donated to GUCAS for the free use of the SDC for a period of forty (40) years.
39. Should this agreement be terminated before the end of the forty years' period, GUCAS should immediately compensate the Danish Partner Organisations for the residual value of the building. If the termination occurs within ten years or less of the inauguration of the building the residual value compensation shall amount to [xx] per cent of the initial value. If the termination occurs later the residual value compensation is reduced with [yy] per cent of the initial value per year.

Accounting and auditing

40. All expenses will be processed in an accounting system with the chart of accounts reflecting SDC's main activities and sources of funding, while supported by documentary evidence for related goods and services procured.
41. Cash contributions made by the Parties will be transferred into a designated account and may only be allocated from there with the written consent of both Directors.
42. The Directors are responsible for the preparation of financial statements covering SDC's overall activities each quarter. These statements will be submitted to the JMC.
43. At the end of each financial year an annual financial report shall be prepared by the directors. The annual report must give a true and fair view of the SDC's assets, liabilities and equity, financial position and results for the year. The annual financial report is subject to the approval of the JMC.
44. The JMC will attach the established auditing firm [xxx] as the auditor of SDC. The auditors will certify the accounts according to international standards.
45. The Partner Organisations and authorities in both China and Denmark will have full access to review SDC's financial statements and the annual financial report.

Termination

46. In case this Partnership Agreement is terminated, the balance on all accounts will be distributed evenly between the Parties.