

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**

[April 12 , 2010]

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.
- Obtaining scientific and technological benefits for the participating academic institutions.

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 the 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 for the benefit of GUCAS and the Danish universities.
- Enhance Sino-Danish scientific and technological collaboration by creating a platform for joint education and research activities and for bilateral cooperation between GUCAS and the Danish universities.
- 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 with due respect to intellectual property rights held by GUCAS or the Danish universities or generated by the parties through this collaboration.
- 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 13.

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 the SDC and/or develop in parallel to the research at the SDC and that the Partner Organisations provide to one another for research activities at the 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, irrespective of the medium in which such information, materials, data, or experience is embedded. Confidential Information shall include any copies or abstracts made thereof as well as any modules, samples, prototypes or parts thereof.

Danish universities shall be understood as the individual Danish universities, whereas “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) .

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 the 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 the SDC.

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.

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 Centre. The Principal Coordinators and Heads of Educational Programmes are born members of the SDCAC.

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

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. The SDC is a non-profit entity legally and administratively integrated into GUCAS.
3. GUCAS is fully responsible for the procurement of approval of name and status of the SDC by the relevant Chinese authorities and such approval shall be presented to the Danish Party.
4. The SDC can independently develop an international research and educational environment in conformity with both Chinese and Danish academic traditions.
5. The SDC will physically be located in a separate for the purpose erected building on GUCAS' Yanqihu Campus.

Section 2

Mission and Task of the SDC

6. The SDC is devoted to research, Master's education and PhD education within selected main areas as agreed upon.
7. *Research.* The SDC will provide a platform for jointly undertaking research activities and exchanging scientific staff between China and Denmark (Appendix 1).
8. *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).
9. *PhD Education.* The SDC will provide a platform for PhD programmes developed in close collaboration with researchers working at the centre (Appendix 3).
10. *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

11. A Joint Sino-Danish Managerial Committee (JMC) with high level representation is the supreme decision making body of the SDC (Appendix 5).
12. A Principal Director and an Executive Director (Directors) will form the daily management of the SDC.
13. For each selected area a Chinese and a Danish Principal Coordinator

- (PC) will take the lead in developing the research agenda.
14. 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.
 15. 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.
 16. The SDC's management is comprised by the Directors and the members of the Academic College of the Sino-Danish Centre (SDCAC). The Principal Coordinators and Heads of Educational Programmes are born members of the SDCAC.
 17. 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 the SDC's activities in research and education.
 18. The JMC appoints an International Scientific Advisory Board (ISAB) with four (4) members, which advises the JMC and the Directors in regard to the quality of the research and educational activities at the SDC. The objective is to ensure that the SDC's activities are of the highest international standing.
 19. The JMC appoints an Industry Advisory Board (IAB) with ten (10) members, which advises the JMC and the Directors on matters which include (i) the SDC's linkages with industry; (ii) the relevance of the SDC's research and educational activities; and (iii) the provision of training activities.
 20. To allow for student influence on the SDC's educational activities, the Directors will establish a Student Forum (SF) with elected repre-

sentatives of the student body. The SF can advise the Directors on all matters related to teaching and student affairs.

21. 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.

22. Exchanged staff is under the legislation of the home institution.

Section 4 Integration within CAS

23. The SDC will develop and maintain close linkages to research institutes of the Chinese Academy of Sciences (CAS).
24. 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 the 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

25. 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 the 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

26. Foreground Knowledge generated from the SDC is intended for publication (appendix 6).
27. Foreground knowledge generated from joint work is to be published jointly following the uniform requirements laid down by the Vancouver Group (ICMJE).
28. Confidential information, which the Partner Organisations receive from each other, may only be used for the 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.
29. Partner Organisations maintain all intellectual property rights to their own Background Knowledge and for the sake of clarity also any Foreground Knowledge which was created solely by one of the Partner Organisations.
30. Results of joint work generating Foreground Knowledge belong to the respective Partner Organisations in accordance with their share of the intellectual contributions.
31. 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.

32. Contracts between Partner Organisations and third parties regarding research conducted at the 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

33. The Parties will ensure sufficient funding for the SDC to succeed in the long-term. The economic value of the annual contribution in cash and in-kind of the Parties should be the same (shared economy) (appendix 7).
34. Educational and research activities related to the SDC will rely on additional funding from external sources such as ministries, research councils, foundations and relevant EU programmes.
35. The Directors shall prepare a budget for the SDC. The budget shall include details for the coming year and projections for a three (3) year period in order to facilitate financial planning.
36. The daily accounting shall be handled by GUCAS. The vouchers shall be entered into the GUCAS accounting system immediately after expenditure and must be made available to both Directors by request at all times.
37. The auditing of the SDC shall be handled by an established auditing

firm decided by the JMC. The auditor shall certify the accounts according to international standards.

38. At the end of each financial year an annual financial report shall be prepared by the Directors in cooperation with the auditor of the SDC. The annual report must give a true and fair view of the SDC's assets, liabilities, equity, financial position and results for the year. The annual financial report is subject to the approval of the JMC.

Section 8

Housing of the SDC

39. The SDC will physically be located in the building on GUCAS' Yanqihu Campus to be constructed according to a separate agreement between GUCAS and the Danish Ministry of Science, Technology and Innovation and with no expenses for the Danish Partner Organisations.
40. Until the SDC building is inaugurated, GUCAS will make the needed teaching and research facilities for the SDC's activities available in the Beijing area.
41. The students at the SDC will have access to the same campus facilities as other students at GUCAS. This includes the provision by GUCAS of necessary access to teaching facilities as a supplement to the facilities in the SDC building.
42. 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 room apartments for faculty staff. Students and staff are required to pay rent in accordance with GU-

CAS' rules and procedures.

Section 9 Duration and Termination

43. This Partnership Agreement is valid until one of the Parties decides to terminate it.
44. 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.
45. The Partner Organisations can under the following circumstances be immediately released from the Partnership Agreement by written notification to the other Partner Organisations:
- a) One of the Partner Organisations files for bankruptcy, is the subject of proceedings for liquidation or dissolution, or ceases to carry on business.
 - b) The SDC is unable to obtain approvals, consents or licences, or obtained approvals, consents or licences are withdrawn, thereby seriously impeding the ability of the SDC to carry on its activities as envisaged in this Partnership Agreement.
 - c) The other Party breaches its obligations under this Partnership Agreement thereby causing serious damage to the non-breaching Party.
46. After termination of the Partnership Agreement, the Parties are not required to contribute financially to the SDC. For outstanding payments of the SDC that incurs prior to the termination and have been approved by both Parties, the two Parties will assume equal liability.

Upon termination of the Agreement, the property (including intellectual property) contributed by each Partner Organisation shall belong to the respective Partner Organisation.

47. After termination of the Partnership Agreement, the separate building shall be dealt with in accordance with a separate agreement between GUCAS and the Danish State.
48. Any announcement made to third parties and the public after termination of the Partnership Agreement shall be made jointly by the two Parties.
49. 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.
50. If one of the Danish Partner Organisations 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 49 also apply for a Danish partner Organisation leaving the SDC collaboration.

Section 10
Force Majeure

51. Should any of the Parties be prevented from performing its obligations under this Partnership Agreement by Force Majeure, such as earthquake, typhoon, flood, or other acts of nature, fire, explosion, riots, war or other unforeseen events which could not have been avoided or overcome by the prevented Party (an "Event of Force Majeure"), the prevented Party shall notify the other Party without delay, and within fifteen (15) days thereafter provide detailed information concerning such events and documents evidencing such events, explaining the reasons for its inability to perform, or for its delay in the execution of, all or part of this Partnership Agreement.
52. If an Event of Force Majeure occurs, no Party shall be responsible for any damage, increased costs or loss which the other Party may sustain by reason of such a failure or delay of performance, and such failure or delay shall not be deemed a breach of this Partnership Agreement. The Party claiming Force Majeure shall take appropriate means to minimize or remove the effects of Force Majeure and, within the shortest possible time, attempt to resume performance of the obligations delayed or prevented by the Event of Force Majeure.
53. Should an Event of Force Majeure or the effects of an Event of Force Majeure prevent any of the Parties from performing part or all of its or their obligations hereunder for a period of six (6) consecutive months, then either Party can be immediately released from the Partnership Agreement by written notification to the other Partner Organizations. Nevertheless, the Article 49 of this Agreement shall apply in case of Force Majeure or effects of Force Majeure.

Section 11

Disputes

54. Should differences arise in interpreting or fulfilling this Partnership Agreement, the Parties are obliged to attempt to settle the differences outside of court.
55. Should it, contrary to expectations, prove impossible to solve a disagreement by negotiation, including with the aid of an independent mediator, the disagreement shall be settled finally by arbitration. The agreed place of arbitration shall be Stockholm, Sweden. The language of the proceedings in pleadings as well as oral proceedings shall be English.
56. The arbitration tribunal shall be appointed by the Arbitration Institute of the Stockholm Chamber of Commerce in accordance with its rules of procedure. In its complaint, the claimant may name the candidate for its arbitrator, whereas the defendant may in its points of defence name the candidate for its arbitrator. The third arbitrator who will act as the chairman of the tribunal will be proposed by the Arbitration Institute of the Swedish Chamber of Commerce unless the Parties jointly suggest a chairman before expiry of the time allowed for the defendant's reply to the complaint.

Section 12

Amendments to the Partnership Agreement

57. This Partnership Agreement can be amended at the suggestion of one of the Parties.
58. 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.

59. Appendix 0-7 are part of the agreement.

Section 13 Entry into Force

60. This Partnership Agreement enters into force at signing by Graduate University of Chinese Academy of Science and the representative of the Danish Universities as stated in Appendix 0 and after approval of the Chinese Academy of Sciences and the Danish Ministry of Science, Technology and Innovation.

61. The agreement is written in an English version, a Chinese version, and a Danish version. Each party will sign all three versions, and all versions are equally valid. In case of any discrepancies between the different versions, the English version shall prevail.

Signatures

Beijing, April 12, 2010

On behalf of:

Graduate University of Chinese Academy of Sciences

Registered Address: 19 A Yuquan Road, Shijingshan District, Beijing, 100049 People's Republic of China



Bai Chunli

President of Graduate University of Chinese Academy of Sciences

Executive Vice President of the Chinese Academy of Sciences

On behalf of:

The Danish Partner Organizations & University of Southern Denmark (SDU)

Registered Address: Campusvej 55, 5230 Odense M



Jens Oddershede

Chairman of the Danish Rectors' Conference, Universities Denmark

Vice - Chancellor of University of Southern Denmark

Appendix 0: Special Power of Attorney

University of Copenhagen (KU)

On behalf of the undersigned, Jens Oddershede, Vice-Chancellor of University of Southern Denmark is hereby given special power of attorney to sign the Partnership Agreement on the establishment of the Sino-Danish Centre for Education and Research, Graduate University of Chinese Academy of Sciences.

This special power of attorney shall apply to the English, Chinese and Danish versions of the Partnership Agreement as referred to in Section 13, article 61 of the agreement.

This special power of attorney does not authorize Jens Oddershede, Vice-Chancellor of University of Southern Denmark to act on behalf of the undersigned in any other matter than stated above and Jens Oddershede, Vice-Chancellor of University of Southern Denmark shall not hold himself out as having such authority.

Place and date

Copenhagen 8. april. 2010

On behalf of:

University of Copenhagen (KU)

Registered Address: Nørregade 10

1017 København K



Ralf Hemmingen, Rector of University of
Copenhagen

Aarhus University (AU)

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Place and date

On behalf of:

Aarhus University (AU)

Registered Address: Nordre Ringgade 1
8000 Århus C



Lauritz B. Holm-Nielsen, Vice-Chancellor of
Aarhus University



AARHUS UNIVERSITET

Aalborg University (AAU)

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Place and date *Aalborg d- 7.4.10*

On behalf of:

Aalborg University (AAU)

Registered Address: Fredriks Bajers Vej 5
Postboks 159
9100 Aalborg

Finn Kjærdsdam
Finn Kjærdsdam, Rector of Aalborg University



Roskilde University (RUC)

On behalf of the undersigned, Jens Oddershede, Vice-Chancellor of University of Southern Denmark is hereby given special power of attorney to sign the Partnership Agreement on the establishment of the Sino-Danish Centre for Education and Research, Graduate University of Chinese Academy of Sciences.

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Place and date

Roskilde d. 7. 4. 2010

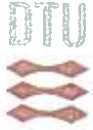
On behalf of:

Roskilde University (RUC)

Registered Address: Universitetsvej 1,
Postboks 260
4000 Roskilde



Ib Poulsen, Rector of Roskilde University



Technical University of Denmark (DTU)

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Place and date *Lyngby, Denmark April 8, 2010*

On behalf of:

Technical University of Denmark (DTU)
Registered Address: Anker Engelunds Vej 1
Bygning 101A
2800 Kgs. Lyngby

A handwritten signature in blue ink, appearing to read 'Lars Pallesen'.

Lars Pallesen, President of Technical University of Denmark

A small, handwritten mark or signature in blue ink located in the bottom right corner of the page.

Copenhagen Business School (CBS)

On behalf of the undersigned, Jens Oddershede, Vice-Chancellor of University of Southern Denmark is hereby given special power of attorney to sign the Partnership Agreement on the establishment of the Sino-Danish Centre for Education and Research, Graduate University of Chinese Academy of Sciences.

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Place and date

Copenhagen 08.04.2010

On behalf of:

Copenhagen Business School (CBS)

Registered Address: Solbjerg Plads 3
2000 Frederiksberg


Johan Roos, President of Copenhagen Business
School

IT University of Copenhagen (ITU)

On behalf of the undersigned, Jens Oddershede, Vice-Chancellor of University of Southern Denmark is hereby given special power of attorney to sign the Partnership Agreement on the establishment of the Sino-Danish Centre for Education and Research, Graduate University of Chinese Academy of Sciences.

This special power of attorney shall apply to the English, Chinese and Danish versions of the Partnership Agreement as referred to in Section 13, article 61 of the agreement.

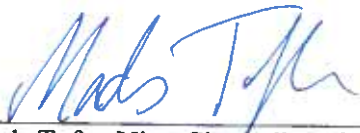
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Place and date

On behalf of:

IT University of Copenhagen (ITU)

Registered Address: Rued Langgaardsvej 7
2300 København



Mads Tofte, Vice-Chancellor of IT University of
Copenhagen

Appendix 1 : Research

Research activities at the 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 the SDC's prioritised research areas.
4. Researchers at the 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 the 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 rela-

tionships between Chinese and Danish researchers.

6. The 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 report 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 relat-

ed to the 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 the SDC's research activities.

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 the 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 the 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 the 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 the 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 the SDC will be labelled "European Master's programme". Master's programmes at the 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 the 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.

13. It is the responsibility of the Academic College of the 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.

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 the 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 the 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 the SDC shall register at GUCAS in accordance with relevant Chinese rules.
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.

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 the SDC's core activities.
4. All expenses related to the training programmes, including administrative expenses, must be covered by external funding.

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.
2. 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.
3. Members of the JMC are appointed for a period of five (5) years. Members can be reappointed but can sit for no longer than ten (10) years in total.
4. The JMC will be jointly chaired by a Chinese and a Danish chairperson.
5. The JMC shall exercise the following powers and functions:
 - a) Safeguard the SDC's interests in research and education;
 - b) Determine guidelines for the SDC's organisation, long-term activities and development;
 - c) Oversee the Directors and the overall management of the SDC;
 - d) Appoint members of the International Scientific Advisory Board (ISAB) and Industry Advisory Board (IAB) and determine their powers;
 - e) Oversee that the House of the Danish Industry Foundation is used for the benefit of the SDC;
 - f) Approve budgets and annual financial reports;
 - g) Approve the use of funds for any single use of more than RMB 20,

- 000 unless such use of funds has been stated in a budget that has been approved by the JMC beforehand; and
- h) Make the final decision on any conflict of interest with relation to the SDC.
6. The JMC will determine its own rules of procedure and later amendments hereof. All decisions shall be made unanimously. If the JMC cannot reach a decision, the matter shall be referred immediately to the Partner Organisations for consideration.
7. The JMC shall to the greatest possible extent be open about its activities.

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 the SDC's activities. The Directors hire and dismiss administrative staff at the SDC.
10. The Directors (i) are responsible for 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.

The SDC's administration

12. The 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. The SDC's management is comprised by the Directors and the members of the Academic College of the Sino-Danish Centre (SDCAC). The Principal Coordinators and Heads of Educational Programmes are born members of the SDCAC.
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 the 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 the Directors in regard to the quality of the research and educational activities at the SDC. The objective is to ensure that the SDC's activities are of the highest international standing.
18. The ISAB has four (4) members, two (2) recommended by GUCAS and two (2) recommended 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 the Directors. Moreover, the chairperson leads the meetings of the Board. The ISAB meets at least once a year.
20. At least once a year the Directors shall 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 the Directors and the chairperson of the JMC.

Industry Advisory Board

21. The JMC appoints an Industry Advisory Board (IAB) which advises the JMC and the Directors on matters which include (i) the SDC's linkages with industry; (ii) the relevance of the SDC's research and educational activities; and (iii) the provision of training activities.
22. The IAB has ten (10) members, five (5) recommended by GUCAS and five (5) recommended 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 the 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 the Directors. Moreover, the chairperson leads the meetings of the Board.

The IAB meets at least twice a year.

The SDC's International Student Forum

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

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 following the uniform requirements laid down by the Vancouver Group (ICMJE), unless otherwise agreed upon by the Partner Organisations.
3. In the event of publication of Foreground Knowledge generated from the SDC the publicist commits himself to notify the other contributing parties of the 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 the 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 the 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 Background Knowledge and for the sake of clarity also any Foreground Knowledge which was created solely by one of the Partner Organisations.
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. Neither co-owning Partner Organisation shall apply for the patent of the jointly owned Foreground Knowledge without the prior written consent of the other co-owning Partner Organisations. All co-owning Partner Organisations shall be referred to as the applicants and owners of the patent if such a patent application is submitted.
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 the 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 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 the 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 the 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 the 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.

Appendix 7: Financial contributions, budgeting and accounting

1. The SDC realization will consist of cash and in-kind contributions from both sides. The economic value of the total contribution of the Chinese and the Danish party for the SDC total operating expenditures will be equal.
2. The predominant contribution from the Danish side will be to cover the expenditures of having Danish researchers and PhD students working within the auspices of the SDC in China.
3. The Chinese contribution will consist of a number of scientists and PhD students equal to the Danish side. In addition, an important Chinese contribution will be to provide access to educational and research facilities for SDC students and researchers.
4. The costs of the operation of the building of the SDC will be shared by the Parties. The consumption of the building of the SDC will be metered separately.
5. The Directors shall prepare a budget for the SDC in cooperation with the appointed auditing firm. To ensure a fair distribution of the costs of the SDC the budget shall estimate the value of the Chinese and the Danish in-kind contribution and any cash contributions from both sides. The budget is subject to approval of the JMC.
6. The further details concerning all aspects of financing and budgeting should appear as a revised appendix 7 to be added to the agreement once it has been signed and the JMC has been settled. The revised appendix 7 is subject to approval of the JMC.