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06-11-2007

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

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The Danish Ministry of Science, Technology and Innovation on behalf of the Government of the Kingdom of Denmark (hereinafter referred to as "**Denmark**") and the Chinese Ministry of Science and Technology on behalf of the Government of the People's Republic of China (hereinafter referred to as "**China**"), both hereinafter referred to as the "**Parties**";

RECOGNISING the importance of international co-operation in the field of science and technology for their economic and social development;

CONSIDERING that Denmark and China are currently pursuing research and technology activities in a number of areas of common interest, and that further participation in each other's research and development activities on a basis of equality and reciprocity will provide mutual benefits;

CONSIDERING especially the common interest in making progress in research areas of mutual strategic interest;

DESIRING to establish a framework agreement for co-operation in scientific and technological research which will extend and strengthen the conduct of co-operative activities in areas of common interest;

Have reached the following understanding:

Section 1 Objectives

This present Memorandum of Understanding (hereinafter referred to as "**MOU**") is a framework agreement.

The objective of this MoU is to encourage, develop and facilitate cooperation between Chinese and Danish Participants in fields of common interest within Science and Technology.

Section 2 Definitions

For the purposes of this MoU:

"Co-operative activity" means any activity carried out on under this MoU, and includes joint research;

"Information" means scientific or technical data, results or methods of research and development stemming from the joint research, and any other information deemed necessary by the Participants engaged in co-operative activity, including, where necessary, the Parties themselves;

"Intellectual Property" shall have the meaning defined in Article 2 of the Convention establishing the World Intellectual Property Organisation, done at Stockholm, 14 July 1967;

"Joint research" means research that is financially supported by either or by both

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Parties and that involves collaboration by Participants from both Denmark and China;

“Participant” means any person, university, research institute or any other legal entity involved in a co-operative activity, including the Parties themselves.

Section 3 Areas of co-operative activities

Priority will be given to collaboration that can advance progress in science and technology, notably within research areas of mutual strategic interest, such as (1) Biotechnology and Biomedicine, including traditional Chinese medicine (TCM), (2) Agricultural and Food Technology, (3) Clean and Renewable Energy (esp. wind power, bio energy and fuel cells), (4) Nanoscience & technology, (5) Health and TCM application, (6) Information and Communication Technology.

Section 4 Forms of co-operative Activities

1. Subject to their applicable national laws, regulations and procedures each Party will accord fair and equitable treatment for the Participants of the other Party engaged in the pursuit of activities under this MOU.
2. Co-operative activities may include the following:
 - Organisation of matchmaking arrangements and workshops covering fields agreed upon by the Participants in advance;
 - Scientific seminars, conferences, workshops etc. on issues of common interest;
 - Organization of meetings for Participants from Denmark and China to jointly assess co-operation opportunities;
 - Exchange of scientists and technicians, training of young scientists;
 - Exchange and sharing of equipment and research materials;
 - Exchange of information, excluding confidential information which the Parties are not free to disclose;
 - Shared R&D projects;

Section 5 Organization of co-operative activities

1. The Danish Ministry of Science, Technology and Innovation and the Chinese Ministry of Science and Technology will be in charge of the implementation of this MOU, and will designate co-operating authorities for the purpose of implementing this MOU.
2. The Danish Agency for Science, Technology and Innovation and the Chinese Ministry of Science and Technology will be designated as the Co-operating Authorities for implementing this MOU. They will be responsible for their respective costs in promoting and administering the objectives of this MOU such as traveling expenses, organization of seminars and publications.
3. The Co-operating Authorities for implementing this MOU will set up a joint

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Coordinating Committee (hereinafter referred to as the "**Joint Committee**") consisting of equal number of representatives from each Party.

4. The Joint Committee will meet alternately, unless otherwise agreed, in Beijing or in Copenhagen on mutually convenient dates. The presidency of the Committee is to rotate every year between the Parties. Decisions of the Joint Committee shall be reached by consensus.
5. Within the framework set up in this MoU, the responsibilities of the Joint Committee will be to:
 - Promote, develop and review co-operative activities (cf. section 4)
 - Advise the Co-operating Authorities on ways to enhance cooperation between the Parties within the framework of this MoU.
 - Provide a report, on request, to the Parties on the level, status, effectiveness etc. of the co-operative activities undertaken by this MoU.

Section 6 Funding

1. Co-operative activities will be based on the availability of appropriate funds, resources and personnel and subject to the applicable national laws, regulations and procedures of the Parties.
2. Unless otherwise provided for in an implementing arrangement (cf. section 7), each Party or Participant will bear the costs of its participation and that of its personnel engaged in co-operative activities under this MOU.

Section 7 Implementation of Co-operative Activities

Co-operative activities under this MOU will take place pursuant to implementing arrangements concluded between the Parties or their Participants. These arrangements may describe, as appropriate, the nature and the duration of co-operation for a specific area or purpose, treatment of intellectual property, funding, allocation of costs, and other relevant matters. The implementing arrangements should make a reference to this MOU, and the Participants will be required to submit to the Parties evidence of the implementing arrangements between them relating to the performance of the co-operative activities.

Section 8 Participants' interests and Intellectual Property

1. Notwithstanding the provisions of Section 7 above, it shall be the responsibility of the Participants of the co-operative activities supported under this MOU to safeguard their own interests.
2. Each individual Participant is solely responsible for all its acts and omissions.
3. With respect to any invention or discovery made or conceived in the course of the execution of co-operative activities under this MOU the Parties agree that issues relating to inventions, discoveries and patent rights should be agreed by the

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Participants prior to signing any individual implementing arrangements between them in accordance with applicable national laws, regulations and procedures.

**Section 9
Entry into Force, termination and dispute settlement**

1. Each Party will notify the other Party, in writing, of the completion of internal procedures required for bringing this MOU into effect. This MOU will come into effect on the date of the later notification.
2. This MOU will remain in effect until either Party terminates it. Either Party may terminate this MOU by written notification to the other Party. The MOU will cease to be in effect six months after the date of such notification.
3. This MOU shall not apply to the Faroe Islands and Greenland until further decision. Denmark can at any time declare that the MOU shall be extended to the Faroe Islands or Greenland. Such declaration shall enter into force 3 months after written notification to China has been made.
4. This MOU may be amended, in writing, at any time by mutual written consent of the Parties. Any such amendment will come into effect in accordance with the procedure set forth in paragraph (1) of this Section.
5. The amendment or termination of this MOU will not affect the validity of arrangements and contracts already concluded under it.
6. This MOU will not affect the present and future rights or obligations of the Parties arising from other bilateral or international agreements and treaties.
7. Any dispute concerning the interpretation or application of this MOU will be resolved by consultations or negotiation between the Participants, or such other means as they mutually decide. This paragraph does not affect any implementing arrangement between non-governmental Participants.

In witness whereof the undersigned, being duly authorized, have signed this MOU.

Done in duplicate at _____ on the _____ day of _____, 2007, corresponding to the _____ day of...., in the Chinese calendar, each in the English language.

**For the Government
of the Kingdom of Denmark**

**For the Government
of the People's Republic of China**