

Date: 18 December 2009

# Agreement

between

Graduate University of Chinese Academy of Sciences

and

The State of Denmark

represented by

The Danish Ministry of Science, Technology, and Innovation

concerning

construction, maintenance and operation of

'The House of the Danish Industry Foundation'

The Sino-Danish Centre for Education and Research

on Yanqihu Campus at Graduate University of Chinese Academy of Sciences

# Contents

1.	INTRODUCTION.....	3
2.	THE BUILDING – GENERAL PROVISIONS .....	4
3.	THE LOCATION OF THE BUILDING.....	6
4.	DESIGN CONTEST .....	7
5.	DESIGN PLANNING .....	8
5.1	Preliminary draft design.....	8
5.2	Approval of preliminary draft design .....	8
5.3	Final project .....	9
5.4	Approval of final project .....	9
6.	CONSTRUCTION .....	10
6.1	Construction responsibility .....	10
6.2	Corporate social responsibility in construction .....	11
6.3	Construction process supervision .....	12
7.	OCCUPATION, HANDOVER AND TIME SCHEDULE.....	13
7.1	Date of occupation.....	13
7.2	Handover .....	13
7.3	Defects ascertained after handover .....	14
7.4	One-year inspection .....	14
7.5	Five-year inspection .....	15
7.6	Time schedule .....	15
8.	OPERATION AND MAINTENANCE OF THE BUILDING .....	15
8.1	Operation.....	15
8.2	Maintenance.....	16
8.3	Decisions on operation and maintenance .....	16
9.	FINANCING .....	16
10.	ORGANISATION .....	18
10.1	Steering Group .....	18
10.2	Contacts.....	20

11.	DURATION AND TERMINATION .....	20
12.	DISPUTES.....	21
12.1	Negotiation .....	21
12.2	Dispute resolution.....	22
13.	Entry into force.....	23

## 1. INTRODUCTION

Reconfirming their commitment to the Memorandum of Understanding between Graduate University of Chinese Academy of Sciences (GUCAS) and the Danish Ministry of Science, Technology and Innovation (DMSTI) and the Danish universities dated 23 October 2008, GUCAS and the Danish universities have in a Partnership Agreement of XX January 2010 agreed to establish The Sino-Danish Centre for Education and Research (SDC) at GUCAS.

In accordance with the statement in the Memorandum of Understanding that 'an SDC building will be constructed as a centre for scientific research and education on GUCAS' Yanqihu Campus', GUCAS and DMSTI confirm their intention to construct 'The House of the Danish Industry Foundation', The Sino-Danish Centre for Education and Research with a planned area of approximately 8,000 square metres (gross floor space) on GUCAS' Yanqihu Campus.

First and foremost, the building is to serve as an effective and viable Sino-Danish research and education environment. Secondly, the building will as per arrangement with the Directors of the SDC also serve as a showcase and representative facility for Danish and Chinese universities and enterprises.

GUCAS has undertaken to provide a site and, in its capacity as client, to obtain all required approvals and permissions. DMSTI will provide the preliminary draft design. GUCAS will, in its capacity as client, be responsible for the detailed design of the project and the construction of the project. The Parties will appoint a Steering Group to oversee the design and building process.

The Parties share the vision that the building should be operated and maintained to standards agreed by both sides.

The SDC will bear the costs of the operation of the building, including the provision of water, electricity, gas, etc. (to be metered) and the provision of auxiliary personnel services, i.e. caretaking, gardening, security services, kitchen and library services, cleaning and housekeeping etc. GUCAS and DMSTI will share the costs of maintenance of the building on an equal basis. The Steering Group will oversee the operation and maintenance of the building.

The Danish Industry Foundation (DIF) has made DKK 80 million available for the building project, of which an amount of DKK 12 million will be reserved in order to cover the costs of DIF including the costs of the development of the preliminary draft design and costs of technical advice during the detailed design stage and project execution.

The Danish party will endeavour to find other sponsors, including sponsors of furniture and equipment and construction materials.

As a precondition for DIF's donation, GUCAS will award the SDC the right to use the building for a period of 40 years without collecting any rent. Operation and earnings of the building will be accounted independently by the SDC.

The Parties have agreed on the following terms and conditions for the design, construction, operation and maintenance of the building.

## 2. THE BUILDING – GENERAL PROVISIONS

The design of the building shall ensure that it can function as the hub of the planned activities of the SDC, i.e. Master's programmes for 300 students, PhD programmes for 75 students, and research activities for 100 researchers. In addition, the building shall

include facilities that will function as meeting places for activities related to the SDC concerning Chinese and Danish culture and enterprise.

As a preliminary plan, the building shall contain class rooms, a large lecture hall, offices, a library and reading facilities, a restaurant/dining hall, housing facilities for researchers, representative facilities, as well as a showroom for Danish products with relevance to the research activities of the SDC.

The building shall have an area of approximately 8,000 gross square metres (floor space). However, the Parties agree to consider the possibility of increasing the floor area to a maximum of 10,000 gross square metres if this is possible within the established economic framework.

The building shall be constructed in a good and robust quality with the greatest possible emphasis on energy savings and environmentally friendly solutions. The building shall have an architectural character representing Danish culture and tradition and shall be in conformance with Chinese construction methods. The materials used to construct the building shall be of high quality, and the building finish shall meet the workmanship standards agreed by both sides. Materials which endanger health or the environment may not be used.

The building shall be constructed in accordance with current Chinese laws, rules and standards. Materials, choice of colours and outside areas shall be as specified in the preliminary draft design, and be in harmony with the plan of the new Campus, see Clause 5.

A share of the donation from DIF may be provided in-kind as building materials to be used for the building. In-kind donations must only be accepted if they functionally fit into the project and must in this regard be approved by the Steering Group. The value of contributions of this type will be set by DIF but cannot exceed the amount set aside

for this item in the overall budget for the construction. All information shall be available at the time of the Steering Group's approval of the preliminary draft design, see Clause 5.

DMSTI will endeavour to identify separate donors for special sections of the building, for example the lecture hall. Such special sections of the building shall be constructed in accordance with the terms agreed upon in connection with the donation. The final terms of the donation shall be available at the time of the Steering Group's approval of the preliminary draft design, see Clause 5.

DMSTI will endeavour to identify donors of furniture and equipment and interior artistic decoration.

### 3. THE LOCATION OF THE BUILDING

GUCAS shall provide a site large enough to allow the construction of a building with an area of up to 10,000 square metres (gross floor space). The site shall be attractively located with respect to the Yanqihu campus' teaching and auxiliary facilities and protected from traffic noise. The site shall provide space for parking facilities, green outside areas for the users of the building and a site to be reserved as a display area for research and development projects as well as exhibitions related to SDC activities.

GUCAS has suggested two alternative locations for the site. One is in the centre of the Eastern campus area; the other is to the south of the southern boundary of the Eastern campus as this boundary is delimited at the time of the signing of this agreement.

GUCAS shall at the earliest possible date after the signing of this agreement and no later than 15 April 2010 present a final proposal for the location of the building for the Steering Group's decision.

GUCAS shall warrant that the necessary approvals and permissions have been obtained, including an official permission to construct a building of up to 10,000 square metres on the site as well as a land using right certificate for the area in which the building is to be situated. GUCAS shall also warrant that the site will be fully prepared for construction, including ground treatment (if needed), will be earthquake proofed and ready for connection to utility lines, etc. at the time of the commencement of construction. Local development plans shall be in place.

The two alternative sites suggested by GUCAS, as well as the planned infrastructure including roads, channels and paths etc., have been marked on the map appended hereto as Appendix 1.

#### 4. DESIGN CONTEST

DMSTI will ensure that a design contest is conducted for the purpose of entering into an agreement with an architect concerning the development of a preliminary draft design with drawings and rough outlines that can later serve as basis for development of the detailed design and completion of the construction project by the design company and contractors selected by GUCAS.

The design contest will be initiated immediately after the decision on the location of the building and will be conducted within the agreed time schedule, see Appendix 2.

The agreement between DMSTI and the selected winner of the design contest will contain the following main tasks:

Development of a preliminary draft design.

- Technical advice during the detailed design stage and project execution, including on selected colour scheme and materials as well as artistic decoration.



No later than 15 April 2010, GUCAS will send detailed information on the site and copies of the permissions necessary for completing the preliminary draft design, including an official permission to construct a building of up to 10,000 square metres on the allotted site as well as a land using right certificate for the area, to DMSTI for the purpose of the design contest and the preliminary draft design.

## 5. DESIGN PLANNING

### 5.1 Preliminary draft design

The selected winner of the design contest will develop a preliminary draft design. The preliminary draft design shall include estimation as to whether it will be possible to complete the construction project within the agreed budget. Any special materials or parts of the building provided by DMSTI as part of the donation by DIF shall be included in the budget of the preliminary draft design.

GUCAS is responsible for selecting a Chinese design company. It will further arrange for the necessary contact between the design contest winner and the Chinese design company in order to provide a basis for the selected winner to prove that the project is financially viable.

### 5.2 Approval of preliminary draft design

DMSTI will present the developed preliminary draft design, including estimation as to whether it will be possible to complete the construction project within the agreed budget, to the Steering Group for approval, see Clause 10 below. GUCAS shall entrust experts to review the preliminary draft design, including the financial viability of the project, and provide a review report.

The Steering Group will during the preliminary design approval process decide on a design for the physical appearance of the building's name on the building.

### 5.3 Final project

When the Steering Group has approved the preliminary draft design, GUCAS, following a tender process, will select a Chinese design company, which will further develop a detailed design.

GUCAS will submit the detailed design to the Steering Group for approval. DMSTI shall entrust a technical consultant to review the detailed design and the project budgetary estimate (the budgetary estimate shall not exceed the residual amount available for GUCAS for the construction of the building and any landscaping that is part of the design project, see Clause 9) and present a review report.

### 5.4 Approval of final project

After the approval of the detailed design by the Steering Group, GUCAS is responsible to hold an open tender to select project managers and contractors. The contractors shall be in charge of the execution of the detailed design, and the project managers shall be in charge of supervising the entire process of the project.

GUCAS will present a final project implementation plan to the Steering Group, together with a detailed construction time schedule specifying milestones. The final project implementation plan shall include detailed specifications of the construction project, contract specifications for the project management and contractors respectively. It shall also clearly specify the location and layout of the building, choice of materials and budgets.

When the Steering Group has approved the final project implementation plan and the construction time schedule, the construction process will be initiated.

## 6. CONSTRUCTION

### 6.1 Construction responsibility

As the owner of the building, GUCAS shall be in charge of the construction of the building and bear the entire client risk related thereto, including the risk of non-performance or defective performance by the Chinese contractors, suppliers or consultants connected to the project.

It is further GUCAS' responsibility that the necessary permissions, including an official permission to construct a building of up to 10,000 square metres on the site as well as a land owner right certificate for the area, have been obtained and that the building is constructed in the agreed good quality and in accordance with the agreed time schedule, see Appendix 2.

The detailed design and the construction work will be performed by the Chinese design company and contractors for GUCAS in compliance with the detailed design and contract specifications approved by the Steering Group.

DMSTI will not be involved in the construction process, but GUCAS has the obligation to give the Steering Group regular updates on important matters, such as construction progress and all decisions concerning the project's structural design, detailed design, choice of materials and colours. All contemplated deviations from the agreed final project must be presented for the Steering Group for approval in advance.

The regular reports do not change the fact that GUCAS is fully responsible for ensuring that the construction project is executed and completed as agreed between the Parties.

## 6.2 Corporate social responsibility in construction

At all stages in the construction, including via sub-suppliers, GUCAS undertakes to comply with the principles of corporate social responsibility as formulated in the United Nations Global Compact and the conventions on which the Global Compact is based to the widest extent possible and actively participate in the realisation of the principles.

In the construction of the building and in the general performance of the Agreement, GUCAS undertakes to protect nature, climate and the environment with the aim of making society's development sustainable in respect of people's living conditions as well as to protect animal and plant life. This particularly means that at all stages of the construction of the building, including via sub-suppliers, GUCAS will, in a responsible way, seek:

- to support a precautionary approach to environmental and climate challenges;
  
- to undertake initiatives to promote greater environmental and climate responsibility;
  
- to encourage the development and diffusion of environmentally and climate friendly technologies;
  
- to prevent and combat pollution of air, water, soil and subsoil, and nuisance caused by vibration and noise, including by emitting as little CO<sub>2</sub> and/or other greenhouse gases as possible;
  
- to establish regulations based on hygienic considerations which are significant to man and the environment;

- to reduce the use and wastage of raw materials and other resources;
  
- to promote environmentally conscious conduct by choosing the least polluting products, sub-products, services, sub-services or components;
  
- to promote the use of cleaner technology and
  
- to promote recycling and reduce problems in connection with waste disposal.

### 6.3 Construction process supervision

DMSTI or any person thus authorised by DMSTI is entitled, but not obliged, to perform regular inspections of the construction work.

DMSTI will arrange for the appointment of a special technical consultant, who will supervise the construction work jointly with the design contest winner. The special technical consultant will hold the status of representative of GUCAS vis-à-vis the Chinese design company and contractors. The special technical consultant shall be given unimpeded access to the construction site, be entitled to attend all meetings about the construction project and be notified of such meetings by GUCAS and the Chinese design company and contractors.

However, at no time whatsoever is GUCAS' responsibility under this Agreement reduced because of the supervision/lack of supervision of DMSTI or its representative. Both Parties shall ensure that it is possible to conduct supervisory inspections without causing any impediment to the progress of the construction work.

## 7. OCCUPATION, HANDOVER AND TIME SCHEDULE

### 7.1 Date of occupation

The building shall be ready for occupation on or before 1 December 2012 as set out in the time schedule (Appendix 2). The building must be completed with full decoration except furniture and with the facilities of electricity, plumbing, sewage, water, communication and gas ready for use. In case of obstacles that cause a delay of the construction work, GUCAS will notify the Steering Group for the purpose of setting a new date of occupation.

### 7.2 Handover

Immediately before the completion of the construction work, GUCAS will summon the Steering Group for a handover meeting giving at least twenty business days' notice. In connection with the handover meeting, the Steering Group may obtain assistance from the architect who won the design contest and prepared the preliminary draft design, as well as the special technical consultant mentioned in Clause 6. In addition to the handover meeting DMSTI has the right to have the building examined by an impartial technical expert.

At handover, a document (a handover protocol) listing any defects in the work ascertained by the Steering Group will be prepared. The handover protocol will be signed by the Steering Group.

If the building is found to meet the agreed specifications, the date of occupation will not be changed.

As client, GUCAS has a duty to rectify any defects ascertained at the handover meeting. GUCAS agrees to ensure rectification of all material defects before the agreed date of occupation. In case of defects that do not prevent occupation of the

building, DMSTI may retain part of the donation until the defects ascertained have been rectified.

In case the rectification work causes the date of occupation to be deferred with a consequent increase in operating costs relative to the activities of the SDC, GUCAS shall further pay such costs.

GUCAS will ensure that the building from the time of handover is covered by insurance (fire, flood, storm, damage etc.). The cost of the insurance fee will be borne by the SDC.

#### 7.3 Defects ascertained after handover

For a period of five years after handover GUCAS is obliged to rectify all defects ascertained after handover.

#### 7.4 One-year inspection

Giving at least twenty business days' notice, GUCAS shall summon the Steering Group for a one-year inspection of the building which shall take place no earlier than eleven months after the date of handover and no later than thirteen months after the date of handover.

In connection with the inspection, a document (an inspection protocol) listing the defects in the work ascertained by the Steering Group will be prepared. The inspection protocol will be signed by the Steering Group.

GUCAS is obliged to rectify any defects ascertained during the inspection and to pay all related costs and expenses.

## 7.5 Five-year inspection

Giving at least twenty business days' notice, GUCAS shall summon the Steering Group for a five-year inspection of the building which shall take place no earlier than four years and eleven months after the date of handover and no later than five years and one month after the date of handover.

In connection with the inspection, a document (an inspection protocol) listing the defects in the work ascertained by the Steering Group will be prepared. The inspection protocol will be signed by the Steering Group.

GUCAS is obliged to rectify any defects ascertained during the inspection and to pay all related costs and expenses.

## 7.6 Time schedule

The Parties agree to follow the time schedule appended hereto and marked Appendix 2.

## 8. OPERATION AND MAINTENANCE OF THE BUILDING

GUCAS and DMSTI agree that they will operate and maintain the building to the standards agreed by both sides.

### 8.1 Operation

The operation of the building and surrounding space is the responsibility of the SDC. Operation includes the provision of water, electricity, gas, etc. and the provision of auxiliary personnel services, i.e. caretaking, gardening, security services, kitchen and library services, cleaning and housekeeping, etc.

For funding of operations, see Clause 9.



## 8.2 Maintenance

GUCAS and DMSTI share the economic responsibility of maintaining the building, see Clause 9.

## 8.3 Decisions on operation and maintenance

Before the construction work begins, the Steering Group shall approve an operation and maintenance plan covering the first ten years after occupation, including a procedure for approval of maintenance works.

After occupation, GUCAS will each year on or before 1 July prepare a detailed and updated operation and maintenance plan for the next twelve months for the approval of the Steering Group.

## 9. FINANCING

By separate agreement between DIF and DMSTI, DIF has secured a budget of DKK 80 million to finance the construction of a building for the SDC. In adherence to current laws and regulations of China, GUCAS will ensure that neither the donation, nor the building site or the building when occupied will be susceptible to taxation.

DKK 12 million has been reserved in order to cover the costs of DIF including the costs of the development of the preliminary draft design and costs of technical advice during the detailed design stage and project execution. Documentation for these expenditures will be presented to the Steering Group.

The residual amount is available for GUCAS for the construction of the building and any landscaping that is part of the design project, but excludes furniture and other equipment for which additional donations are being sought.

DIF will only cover the costs and expenses of the construction work according to project final accounts. The residual amount available for GUCAS is thus a maximum amount notwithstanding that the construction costs may exceed the contemplated budget.

GUCAS covers all expenses related to the servicing of the site prior to construction, see Clause 3.

GUCAS has the obligation to complete the building in accordance with the final project, according to the construction implementation plan and within the budget approved by the Steering Group.

The share of the donation of DIF related to works performed by GUCAS is DKK 68 million and should be transferred into GUCAS' account as follows (see timetable in Appendix II):

1. 30 per cent of DKK 68 million within 10 days after the signing of the Structural Works and 'Roof, Facade and Waterproofing Works' Contract.
2. 25 per cent of DKK 68 million upon completion of the Structural Works and 'Roof, Facade and Waterproofing Works' Contract.
3. 40 per cent of DKK 68 million (adjusted according to the value of provided in-kind donations, see Clause 2) upon completion of the Internal Completion Works Contract and the signing of the handover protocol. The building will be ready for use after Chinese government approval.
4. 5 per cent upon signing of the 1 year inspection protocol.

GUCAS must acknowledge the receipt of the down-payment of the first instalment (30 per cent of DKK 68 million) in an official document to guarantee that the money will be used for the construction of the building and nothing else.

The share of the donation paid to GUCAS upon completion of the Structural Works and 'Roof , Facade and Waterproofing Works' Contract will be transferred into GUCAS' account following the approval of the construction work by the Steering Group.

The SDC shall bear the costs of the operation of the building, i.e. the provision of water, electricity, gas, etc. (to be metered) and the provision of auxiliary personnel services, i.e. caretaking, gardening, security services, kitchen and library services, cleaning and housekeeping, etc.

GUCAS and DMSTI will share the costs of the maintenance of the building on an equal basis, see Clause 8. The two Parties will each set aside an annual amount equal to DKK 0.8 million equalling 1 per cent of the total contract price for this purpose. If the allocated funds are not spent on maintenance during the year they are set aside, the funds will be saved by the two Parties for future maintenance expenses.

## 10. ORGANISATION

### 10.1 Steering Group

Within a month after the signing of this Agreement, a steering group will be appointed to ensure compliance with the objectives and intentions of this Agreement in connection with construction, operation and maintenance.

The Steering Group consists of:

- Two representatives of GUCAS
- One representative of DMSTI
- One representative appointed by the Danish universities
- The Principal Director and the Executive Director of the Sino-Danish Centre (SDC)

The members of the Steering Group are entitled to attend meetings of the Steering Group together with one or more technical experts from their own organisation or external consultants.

GUCAS has the chairmanship. It is the responsibility of the chairman that meetings of the Steering Group are called with 20 business days' notice. However, in case of urgency, an extraordinary meeting may be called with five business days' notice, provided that visual media, including video conference, are used to hold the meeting. The chairman shall further arrange for the preparation of the agenda and minutes of the meetings.

The Steering Group shall meet once every quarter. The Steering Group may, however, adjust the interval between meetings as necessary.

It is the duty of the Steering Group to ensure constant progress in the project, including prompt settlement of any disagreements. In that connection, GUCAS will regularly notify the Steering Group of important matters, including project progress and all decisions concerning the structural design, detailed design and choice of materials and colours. All contemplated deviations from the agreed final project must be presented for the Steering Group for approval in advance.

The Steering Group will receive technical advice from the winner of the design contest and the special technical consultant who supervises the construction work.

The duties of the Steering Group are among other things:

- to approve a preliminary draft design prepared by the winner of the design contest on the basis of a presentation from DMSTI, see Clause 5;
- to approve the Chinese design company and contractors on recommendation from GUCAS, see Clause 5;

- to approve the detailed design and final project on the basis of a presentation from GUCAS, see Clause 5;
- to prepare a detailed time schedule setting milestones for the construction work, see Clause 5;
- to check regularly that the time schedule and the budget for the project are observed, see Clause 5 and 6;
- to approve any deviations from the agreed final project in advance, see Clause 6;
- to approve completion of the Structural Works and 'Roof, Facade and Waterproofing Works' Contract, see Clause 9;
- to hold a handover meeting before occupation of the building, see Clause 7; and
- to approve an overall operation and maintenance plan for the building prepared by GUCAS, see Clause 8.

All decisions by the Steering Group are made unanimously. In case of disagreement, GUCAS and DMSTI are authorized to negotiate and make the final solution, see Clause 12.

## 10.2 Contacts

Each Party will appoint a contact person to be in charge of the collaboration between the Parties. The appointment will take place no later than one month from the signing of this Agreement.

## 11. DURATION AND TERMINATION

By entering into this Agreement the Parties agree to jointly seek to complete the project as set out in this Agreement.

However, the collaboration may terminate if the Parties fail to agree on the detailed design and the contract specifications.

Subject to the approval by the Steering Group of the detailed design and the contract specifications, this Agreement is final and binding. The Agreement expires 40 years after the occupation of the building.

GUCAS will award the SDC the right to use the building for a period of 40 years without collecting any rent. Operation and earnings of the building will be accounted for independently by the SDC.

Should the SDC cease to function due to termination of the Partnership Agreement between GUCAS and the Danish universities of XX January 2010 based on the decision of the Danish universities in conformity with Clause 43 of that agreement, GUCAS will take over the building subject to twelve months' notice. GUCAS and DMSTI will negotiate compensation to DMSTI based on the value for GUCAS of the building in best alternative use. If agreed between the Parties the compensation may alternatively take the form of a right of use of the building for another purpose related to Sino-Danish collaboration.

If the collaboration terminates due to the decision of GUCAS in conformity with Clause 43 of the Partnership Agreement of XX January 2010 or non-performance of GUCAS concerning obligations mentioned in the Partnership Agreement or this agreement, GUCAS will take over the building against compensation corresponding to the amount paid to erect the building, less straight-line depreciation calculated over a period of forty years.

## 12. DISPUTES

### 12.1 Negotiation

In the event of disagreement between the Parties in connection with this Agreement, the Parties will, with a positive, cooperative and responsible attitude, seek to begin

negotiations for the purpose of solving the dispute in the Steering Group. If necessary, the negotiations may be conducted at a high level in the Chinese Academy of Sciences and the Danish Ministry of Science, Technology and Innovation in order to reach an agreement.

If deemed appropriate, either Party may at any time and at any negotiation level demand that an independent mediator be engaged to facilitate negotiations.

## 12.2 Dispute resolution

Considering the mutual desire to strengthen the collaboration between China and Denmark within the field of research and the universities, it is expected that the Parties will at any time be able to resolve any disagreements by negotiation.

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 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 that the Parties jointly suggest a chairman before expiry of the time allowed for the defendant's reply to the complaint.

The language of the proceedings in pleadings as well as oral proceedings shall be English.

### 13. Entry into force

The agreement will enter into effect from the date of signing.

The agreement is written in English, Chinese, and Danish.

On behalf of

Graduate University of

Chinese Academy of Sciences

On behalf of

The Danish Ministry of Science,

Technology and Innovation

Name:

Name:

Title:

Title:

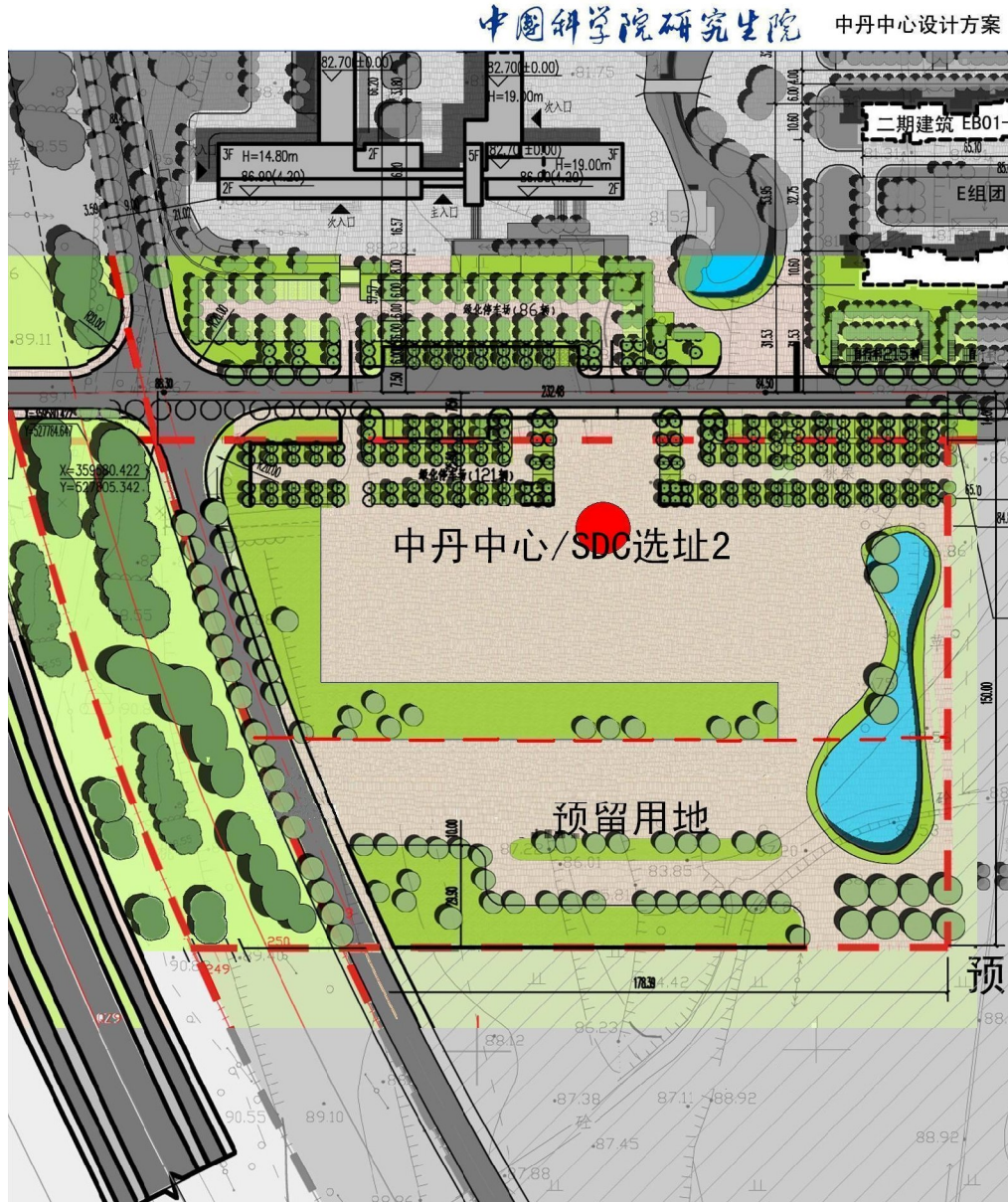
Date:

Date:



Appendix 1

Site 1: South of the southern boundary of the Eastern campus, as this boundary is delimited at the time of the signing of this agreement



Site 2: The centre of the Eastern campus area

中国科学院研究生院 中丹中心设计方案



## Appendix 2: Time schedule

ACTIVITY	INITIATOR	PLAYERS	TIME
Signing of agreement on Building	GUCAS/DMSTI	GUCAS/DMSTI	XX January 2010
Appointment of Steering Group	GUCAS/DMSTI	GUCAS, DMSTI, DIF, SDC, representative of the Danish universities	January 2010
Decision on location	GUCAS	Steering Group	15 April 2010
Draft contract documents to be used in the design contest	DIF/DMSTI	Steering Group	Early May 2010
Calls for tenders from architects and consultants	DIF/DMSTI	DIF	May- Early August 2010
Selection of winning architect	DIF/DMSTI	DIF	August 2010
Preliminary draft design	DMSTI	Danish consultants	Early September 2010– Start February 2011
Approval of preliminary draft design	DMSTI	Steering Group	Mid February 2011
Detailed design and contract specifications	GUCAS	GUCAS and Chinese design company	Mid February 2011 – Mid May 2011
Approval of final project	GUCAS	Steering Group	Mid May 2011
Signing of the Structural Works and 'Roof, Façade and Waterproofing' Works Contract	GUCAS	GUCAS and contractors	Mid May 2011
Commencement of construction work	GUCAS	Client (GUCAS) in the presence of the Steering Group	May 2011
Handover meeting	GUCAS	Steering Group	Early November 2012

Inauguration of the building (Date of occupation)	GUCAS	GUCAS, DMSTI, DIF, Danish universities	1 December 2012
One-year inspection	GUCAS	Steering Group	One year from handover
Five-year inspection	GUCAS	Steering Group	Five years from handover

GUCAS: Graduate University of Chinese Academy of Sciences

DMSTI: Danish Ministry of Science, Technology and Innovation

DIF: The Danish Industry Foundation