Memorandum of Understanding

on

Scientific Cooperation

between

The National Natural Science Foundation of China

and

The Research Foundation – Flanders

The two Parties: The National Natural Science Foundation of China (further referred to as NSFC) and the Research Foundation – Flanders (further referred to as FWO) have agreed, with the purpose to develop scientific cooperation between China and Flanders (Belgium), as follows:

Article 1: Objective

The two Parties will, on the basis of equality and mutual benefit, promote and support scientific cooperation between scientists of China and Flanders (Belgium), affiliated with universities or research institutes in the respective countries in all fields of natural sciences, engineering sciences, management sciences and medical sciences.

Article 2: Form of cooperation

The cooperation consists of:

1. Joint exchange projects providing funding for the exchange of researchers thereby promoting joint research activities between researchers from China and Flanders (Belgium). These joint exchange projects have a duration of two years and will be implemented by researchers from both Flanders and China on fundamental research topics. For more details see Annex 1.
2. Bilateral research projects providing research funding for Chinese and Flemish researchers that work together on a joint research project. These bilateral research projects have a duration of three years and will be implemented on fundamental research topics. For more details see Annex 2.
3. Other cooperative activities can be mutually agreed upon between the two Parties.

A call for bilateral research projects will be organized every three years. A call for joint exchange projects will be organized in the two consecutive years when there is no call for bilateral research projects.

If the Parties agreed to implement one of the above-mentioned activities, the Parties will follow the general guidelines set out in the Annexes to this Memorandum of Understanding, considered as an integral part of this agreement.
Article 3: Financial aspect

This Memorandum of Understanding shall be subject to the availability of funds of both Parties.

Subject to availability of funds, each Party shall bear the costs of its own participation in cooperative activities.

Each Party covers its own administrative costs regarding its contribution to the call, unless otherwise jointly decided.

Article 4: Intellectual property and Confidentiality

The Parties will encourage researchers and their institutions to enter into agreements to ensure the effective protection and correct distribution of intellectual properties resulting from projects funded under this Memorandum of Understanding.

Neither Party may disclose to any third person any confidential or business information which may arise from the cooperation under this Memorandum of Understanding without prior written consent of the other Party. Such obligation shall not be governed by the duration of the Memorandum of Understanding. Collaborating researchers and their institutes shall hold confidential and shall not disclose to any third party confidential information received from their partners to the research without the latter's written consent.

Article 5: Other

In participating in this Memorandum of Understanding, each Party shall abide by the applicable laws and regulations of their respective countries.

The Parties shall maintain the highest ethical and legal standards in funding research under this Memorandum of Understanding.

Article 6: Validity, Amendment, Termination

This Memorandum of Understanding will replace the previous Memorandum of Understanding (signed on the 30th of June 2015) between the Parties on the date of signing and will be valid for 6 years. It will be automatically renewed for the same time period unless one of the Parties denounces it in writing, no later than 6 months prior to the date of expiration. Either Party may, at any time, propose amendments or modifications to this Memorandum of Understanding, which will be placed into effect upon approval by the other Party.

The denunciation of this Memorandum of Understanding shall not affect the programs and projects undertaken in the scope of this current and the previous (signed on the 30th of June 2015) Memorandum of Understanding and not totally concluded at the moment of its expiration. In this case, the Parties will honor all financial commitments to the researchers, including forward financial commitments.
The Parties commit to solve any differences which may arise during the implementation of the Memorandum of Understanding by means of negotiation or exchange of correspondence between the Parties.

The Memorandum of Understanding is made and signed in duplicate, in English, both being equally authentic.

November 24, 2017

For the National Natural Science Foundation of China: Flanders:

prof. He Minghong
Vice-President

prof. dr. em. Willy Verstraete
President

dr. Hans Willems
Secretary General
Annex 1

to the Memorandum of Understanding
on
Scientific Cooperation
between
The National Natural Science Foundation of China
and
The Research Foundation – Flanders

The following executive framework for joint exchange projects between researchers in China and Flanders (Belgium) is agreed upon:

Article 1: Practice

The Parties will implement the activities stated in Article 2.1 of the Memorandum of Understanding as follows:

1. Both Parties will mutually agree upon the timing and the details of each call for joint exchange projects. This timing and details will be specified in the official announcement of the Parties and laid out in a common Guide for Applicants.

2. Applications for joint exchange projects with a duration of two years should be submitted simultaneously to both Parties, following the instructions, regulations, and application forms of the respective Party.

3. The Parties will inform each other in writing of the project proposals they received after the closing of the call. Applications that were not submitted simultaneously to NSFC and FWO will be considered ineligible.

4. The Parties will separately evaluate the received eligible applications and rank them based on the criteria of excellence and according to their own evaluation mechanisms. Each of the two Parties will recognize and respect the selection procedures of the other Party. The evaluation procedure should not exceed 6 months. The Parties will communicate their evaluation results to each other as soon as possible.

5. The Parties will together select joint exchange projects for funding, based on the separate evaluation results. Projects that are evaluated positively on both sides may be funded. Funding decision is made upon availability of funds for bilateral cooperation.

6. The number of joint exchange projects and the total budget available will be determined and mutually agreed upon by the Parties and can be subject to budget appropriations.

7. The Parties will apply the principle of equal cost-sharing for implementing cooperative activities in compliance with the financial guidelines laid down in the Guide for Applicants. The budget for joint exchange projects can be subject to yearly budget appropriations of each Party.

8. NSFC will inform the Chinese researchers of the final funding decision. FWO will inform the Flemish researchers of the final funding decision. This communication should be done simultaneously.
Article 2: Financial aspect

Research cooperation will be supported by funding the mobility costs of two-year joint exchange projects promoting joint research activities between researchers from China and Flanders (Belgium). This means that the sending Party will cover the costs of travel from the sending country to the host country and the host Party will cover the costs for accommodation together with a daily allowance. The number of joint exchange projects to be supported each year can be mutually agreed upon by both Parties.

Article 3: Observance of the regulations

The Parties will require participating researchers to abide by the laws and regulations of the receiving country and the rules and regulations of host institutions.

Article 4: Other

Administrative procedures and implementation details not prescribed in this Memorandum of Understanding will be determined by mutual agreement between both Parties either through negotiation or via correspondence. These procedures and implementation details will be described in a Guide for Applicants.

November 24, 2017

For the National Natural Science Foundation of China:  For the Research Foundation – Flanders:

prof. He Minghong
Vice-President

prof. dr. em. Willy Verstraete
President

dr. Hans Willems
Secretary General
Annex 2

to the Memorandum of Understanding
on
Scientific Cooperation
between
The National Natural Science Foundation of China
and
The Research Foundation –Flanders

The following executive framework for bilateral research projects between researchers in China and Flanders (Belgium) is agreed upon:

Article 1: Practice

The Parties will implement the activities stated in Article 2.2 of the Memorandum of Understanding as follows:

1. Both Parties will mutually agree upon the timing and the details of each call for bilateral research projects. This timing and details will be specified in the official announcement of the Parties and laid out in a common Guide for Applicants.

2. Applications for bilateral fundamental research projects with a duration of three years should be submitted simultaneously to both Parties, following the instructions, regulations, and application forms of the respective Party.

   The projects will be subject to the modalities of the Parties, as determined in the Guide for Applicants, as far as applicant eligibility and budget are concerned. FWO applicants will be subject to FWO regulations on research projects and Chinese applicants will be subject to the NSFC regulations on research projects.

3. The Parties will inform each other in writing of the project proposals they received after the closing of the call. Applications that were not submitted simultaneously to NSFC and FWO will be considered ineligible.

4. The proposals received by the deadline, and which were deemed eligible after an eligibility check by both NSFC and FWO, will be evaluated using the following procedure:

   a. Remote independent peer-review: the Parties will first evaluate the proposals according to their own remote peer-review procedure. The peer review reports should be composed in English.

   b. Joint selection committee: a joint selection committee comprised of an equal number of Chinese and Flemish experts identified by NSFC and FWO respectively will be composed based on the research fields of all proposals received. The joint selection committee meeting will take place alternatively in Belgium (hosted by FWO) and China (hosted by NSFC). The host foundation will be responsible for the costs to organize the meeting and accommodation. The travel expenses of the scientific committee members are paid by their respective organization.

   The joint selection committee will discuss and evaluate the submitted proposals according to the selection criteria laid out in the Guide for
Applicants and taking into account the remote peer-review reports (see Article 1.4.a).

The outcome of the joint selection committee meeting is a ranked list of proposals to be funded and is binding.

5. The Parties will decide on the final list of funded projects based on the ranked list of proposals and budget availability. The list of projects to be funded, as well as the respective awarded Chinese and Flemish budget, will be listed in a separate protocol that will be signed by representatives of each Party.

6. The final list of funded projects will be submitted to the Board of FWO and the board of NSFC for ratification.

7. NSFC will inform the Chinese researchers of the final funding decision. FWO will inform the Flemish researchers of the final funding decision. This communication should be done simultaneously.

**Article 2: Financial aspect**

FWO will fund the Flemish part of the approved projects, either completely or partially, depending on the number of approved projects and the funds available. NSFC will fund the Chinese part of the approved projects, either completely or partially, depending on the number of approved projects and the funds available.

**Article 3: Observance of the regulations**

The Parties will require participating researchers to abide by the laws and regulations of the receiving country and the rules and regulations of host institutions.

**Article 4: Other**

Administrative procedures and implementation details not prescribed in this Memorandum of Understanding will be determined by mutual agreement between both Parties either through negotiation or via correspondence. These procedures and implementation details will be described in a Guide for Applicants.
November 24, 2017

For the National Natural Science Foundation of China: 

Vice-President

He Minghong
Vice-President

For the Research Foundation - Flanders:

prof. dr. em. Willy Verstraete
President

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