

Governance and organization of the Brussels Academy for China-European Studies (BACES)

Part I: purpose of BACES

Article 1

Formed as a joint venture between four founding universities, i.e. Renmin University of China, Sichuan University, Fudan University and the Vrije Universiteit Brussel, the Brussels Academy for China-European Studies is a cooperation agreement within the legal entity of the Vrije Universiteit Brussel, Pleinlaan 2, 1050 Brussels, Belgium. The Academy is identified or designated by using its full name or the abbreviation BACES. BACES was launched 31 March 2014.

Article 2

BACES is an academic platform of Chinese and European (affiliated) partners that aims to exchange academic ideas and promote the understanding between Chinese and European people.

More particularly, BACES aims to construct a network that (a) may attract external funding through joint tenders and European / Chinese network grants, (b) may serve as a basis for academic exchanges, and (c) may act as a platform for strategic information sharing - an attractive feature in the current competitive global climate.

In the context of the BACES partnership, emphasis is put on cooperation and integration within the network, to the benefit of all parties concerned.

Part II: partnership

Article 3

BACES knows two kinds of partnership: founding partnership and affiliated partnership. Founding partnership is reserved to the founding universities. Affiliated partnership is limited to academic institutions (legal entities) in Europe or China.

Article 4

Non-academic entities, be it government agencies, non-profit organisations, think tanks, private companies, or actors outside of China and Europe, can join BACES in clearly specified roles, e.g. advisor, sponsor, advertiser, participant in projects, upon proposal of a founding partner. Admission, role and positioning within BACES need approval from the Governance Committee.

Article 5

Affiliated partnership of BACES is exclusive and is at the discretion of the BACES Governance Committee. Candidate institutions that wish to become affiliated partner,

file a request to this end to the Chair of the Governance Committee. A request consists of a completed 'Presentation Form – Candidate Affiliated Partner of BACES', signed by the legal representative of the university.

Applications will be treated within 3 months.

Article 6

Affiliated partners have the same voting rights as the founding partners in the Academic Board of BACES, which meets at least once per year (see under Part II. Structure and Governance).

BACES seeks to expand the funding base for research, teaching and academic services pertaining EU-China topics. To this end, and to the extent possible, opportunities and requests for collaborative funding will be shared amongst founding and affiliated partners.

Article 7

As a prerequisite for affiliated partnership, all BACES affiliated partners

- must be in a position to contribute to the pursuit of the objectives of BACES
- must have proven expertise in post-initial education;
- conduct research and promote academic services;
- share a strategic interest in EU-China relations;
- promote understanding between Chinese and European people;
- are open to share strategic vision with a view of enhanced cooperation;
- are committed to actively contribute to the BACES activities;

Affiliated partners pay an annual partnership fee.

This partnership fee is set annually by the Governance Committee.

Article 8

With the exception of a 17% administrative overhead for the university (legal entity) under which BACES falls, partnership fees will solely be used for the benefit of BACES activities and/or personnel. They will, inter alia, be used for enhancing cooperation, preparing tenders and for promoting BACES goals in general.

Article 9

The partnership fee is paid in full per annum latest on 1 September, the start of the working year. Affiliated partners joining for the first time between 1 March and 31 August pay half of the partnership fee for the remaining of the working year.

At no time will partnership fees be paid back.

Article 10

Affiliated partnership is renewed automatically at the end of the working year.

Affiliated partners may resign from BACES by registered letter and by giving a three months' notice. This notice is to be sent to the Chair of the Governance Committee.

When resigning from BACES, the BACES projects, (co)-managed by the resigning affiliated partner, all related documents and data must be transferred to the Governance Committee. Remaining budget must be transferred to the BACES-account.

Article 11

Members that do not adhere to the goals as set forth in art. 2, or that fail to comply with the conditions of art. 7 may be excluded from BACES partnership by the Governance Committee. This exclusion takes effect immediately after the decision by the Governance Committee.

Part II: Structure and governance

Section 1: Governance Committee

Article 12

The Governance Committee consists of all founding partners, who each assign a delegate to the Committee. The founding partners can assign a new delegate at any time.

Since BACES falls within the legal entity of the Vrije Universiteit Brussel, the delegate of the Vrije Universiteit Brussel is automatically the Chair of the Governance Committee.

Decisions are made by consensus.

Article 13

The Governance Committee is the highest policy body and determines BACES' strategic policy.

In particular the Governance Committee receives full delegation from the Council for International Policy of VUB and has the powers to:

- Set the conditions and fees for affiliated partners
- Accept, refuse or exclude affiliated partners, and non-academic entities and actors from outside China and Europe
- Appoint the European and Chinese Chair of the Academic Board and decide who will act as the coordinator, responsible and spokesperson towards the Governance Committee
- Appoint the European and Chinese Director
- Work out information and communication exchange channels between the Governance Committee, the Directors and the Chairs

- Decide on the mission and vision of the Academy, and subsequently on the eventual multi-annual strategy
- Decide on the yearly budget and the list of proposed activities
- Decide on PR, press and other media releases
- Decide on sponsors and applications for external funding.
- Decide on BACES awards
- Decide on the annual report
- Decide on (Senior) Advisors for BACES
- Appoint personnel hired on BACES funding and decide on the location of the work place. Appoint voluntary scientific collaborators and guest professors. All personnel is contracted by the legal entity of founding or affiliated partners.

The Governance Committee informs the Council for International Policy of VUB annually on planning and reporting.

Article 14

Founding partners may resign from BACES by registered letter and by giving a six months' notice. This notice is to be sent to the Chair of the Governance Committee.

When resigning from BACES, the BACES projects, (co)-managed by the resigning university, and all related documents and data must be transferred to the Governance Committee. Remaining budget must be transferred to the BACES-account.

When the holder of the BACES-account wants to resign, the other members of the Governance Committee will elaborate an exit strategy.

Section 2: Academic Board

Article 15

The Academic Board consists of all partners – founding and affiliated – who each assign a maximum of two delegates.

New members can join at any time

- i) upon approval of a new Affiliated Partnership
- ii) when a member resigns from the Academic Board

All mandates run till 30 March (2014 + 2)

Mandates can be renewed for extra periods of 2 year.

The European and the Chinese Director, different from the two delegates per founding or affiliated partner, are appointed conform art. 13.

The European and the Chinese Chair are appointed conform art. 13.

The Chair replaces the coordinating Chair¹ in his/her absence.

The coordinating Chair¹ can invite other people to the Academic Board meetings for purpose of advice.

The Academic Board can have external advisors, appointed by the Governance Committee.

Article 16

Academic Board members can resign by informing the coordinating Chair¹. Note is taken at the next Academic Board meeting and a new member can be nominated by the university of the resigning member.

The Chair or coordinating Chair¹ of the Academic Board can resign by informing the Chair of the Governance Committee. The Governance Committee will appoint a new Chair or coordinating Chair¹ of the Academic Board.

Article 17

A motion of no-confidence in a member of the Academic Board can be filed by at least one third of the members of the Academic Board by informing the Chair of the Governance Committee. The Governance Committee will evaluate the motion and decide, based upon advice of the coordinating Chair¹ of the Academic Board, whether the Academic Board member will be dismissed or not. If dismissed, a new member can be appointed by the founding or affiliated partner of the dismissed member.

Article 18

The Academic Board is an advisory council that is responsible for all academic content and that collaboratively shapes the mission and the activities of the Academy.

The directors of the academic boards have to organize the academic content of the BACES platform. They have an operational function; they assemble the yearly activity program, they are managing the activities from the content point of view.

The Chair¹ is responsible for the effectiveness and management of the Academic Board meetings, i.e. quality and quantity of the information, timely notification of the members. He ensures that the communication with the Governance Committee is in place and that the Academic Board can meet independently. The Chair is responsible for the smooth running of the Academic Board meetings, in consultation with the Directors.

¹ responsible and acting as the spokesperson to the Governance Committee, conform art 13

The Academic Board prepares the following items for approval by the Governance Council:

- The list of activities
- The annual budget and planning
- Progress, Intermediate and annual reports
- Amendments to the vision and mission
- Multi-annual strategy

Section 3: Executive Working Group

Article 19

The Executive Group plays an important role in i) supporting the Governance Committee members of the respective universities and ii) in managing the communication exchange. The Executive Group is a permanent group, securing that all involved get the information and decisions are executed. Each partner and affiliated partner decide for their respective university who will take up this role.

Section 4: Ad hoc Working Groups

Article 20

The Academic Board may set up ad hoc Executive Working Groups to prepare tenders or to implement assigned activities.

Ad hoc Executive Working Groups have at least two members coming from the founding or affiliated partners, and can be complemented by others.

The Executive Working Groups report to the Academic Board.

Section 5: Secretariat

Article 21

BACES holds one secretariat in Belgium, namely at the Vrije Universiteit Brussel and one in China, namely at one of the Chinese founding partner institutes.

Article 22

The Secretariat(s) assist(s) and report(s) to the Governance Committee and the Academic Board.

In the area of finance, all accounts and financial transactions are dealt with by the BACES-secretariat of VUB.

Article 23

Both secretariats jointly prepare the annual report. The Belgian secretariat prepares the financial report, as financial administration is kept in Brussels.

Part III: Representation

Article 24

BACES is represented regarding legal actions by the legal representative of the Vrije Universiteit Brussel.

BACES is represented regarding third parties by the Chairman or a member of the Governance Committee, or by a member of the Academic Board, designated by the Governance Committee to this end.

Part IV: Other Provisions

Article 25

BACES is founded for an unspecified period.

Article 26

Disputes arising in the governance and organization of BACES and the implementation of activities, in the absence of explicit provisions, are settled according to Belgian, Flemish or Brussels' law.