

Memorandum of Understanding

FOR JOINTLY ESTABLISHING THE BRUSSELS ACADEMY OF CHINA AND EUROPEAN STUDIES

Between

VRIJE UNIVERSITEIT BRUSSEL, Belgium

and

RENMIN UNIVERSITY OF CHINA, China

SICHUAN UNIVERSITY, China

FUDAN UNIVERSITY, China

ARTICLE 1: PURPOSE OF THE MEMORANDUM

Renmin University of China in Beijing, represented by Prof. Dr. Chen Yulu, Sichuan University in Chengdu, represented by Prof. Dr. Xie Heping, and Fudan University in Shanghai, represented by Prof. Dr. Yang Yuliang (the three Universities are hereinafter referred to as Chinese Universities), and the Vrije Universiteit Brussel, represented by Prof. Dr. Paul De Knop, rector (hereinafter referred to as VUB), commit themselves to do the necessary efforts in order to set up the Brussels Academy of China and European Studies in Brussels conform to the Belgian/Flemish legislation and Chinese legislation.

Hereinafter, “two sides” will be used when the three Chinese Universities being one side, and VUB being the other side; “four parties” or “partners” will be used to refer to the four universities concerned.

ARTICLE 2: SCOPE OF COLLABORATION

2.1 Following principles will be the basis for this collaboration:

- (i) A joint teaching and research institution entitled Brussels Academy of China and European Studies locates in Brussels, on the campus of VUB.
- (ii) The Academy should be supported by both Chinese and Belgian governments; the respective partners will do the utmost effort to see this realized.
- (iii) A Joint Academic Board will be set up including members from both China and Belgium.
- (iv) A Joint Executive Board will be set up including both China and European Directors.
- (v) Chinese staff members will work at VUB, i.e. the China Director and his/her Assistant. Chinese side will pay for their expenses (salary and housing) in Brussels.

(vi) VUB will provide office facilities for the Academy and at least two staff members (Director and his/her Assistant).

(vii) Each partner shall be responsible for assuring full compliance by its participants with applicable laws and regulations, and insurance requirements of the respective nations.

2.2 The main tasks of the Academy will include:

(i) Joint research projects on Contemporary China Studies and European Studies.

(ii) Joint graduate programmes on Contemporary China Studies and European Studies in both MA and PhD levels

(iii) Joint consultant for Chinese and Belgium, as well as other Chinese and European governmental and business institutions.

(iv) Training programmes for both Chinese and Europeans on Contemporary China and European affairs as well as EU-China relations.

(v) Joint conferences and workshops in China and Europe.

2.3 Joint MA and PhD programmes on Contemporary China Studies and European Studies

(i) MA Programme on Contemporary China Studies

a) It will be an 1+X English Programme, with one year in Belgium and X year(s) in China. The students will get two degrees, a Flemish degree and a Chinese degree of one of the Chinese partners. Practical matters and academic affairs will be discussed, which will lead to supplementary agreements separately among partners case by case.

b) The students' tuition fees are subject to consultation between two sides. They will be set in function of market demand and in accordance with the respective Chinese and Flemish regulations.

c) Courses will be jointly taught by European and Chinese professors. Financial arrangement will be discussed, which will lead to supplementary agreements separately among partners case by case.

(ii) PhD Programme on Contemporary China Studies

Under the basis of the joint MA, two sides will exploit the possibility of establishing the joint PhD programme

(iii) Joint graduate programmes on European Studies

a) VUB will open all the English programmes referring to European Studies to Chinese students.

b) The students' tuition fees are subject to consultation between two sides. They will be set in function of market demand and in accordance with the respective Chinese and Flemish regulations.

c) Two sides will work together to exploit possibilities for new joint graduate programmes in both MA and PhD levels.

ARTICLE 3: FINANCIAL ARRANGEMENTS

Recognizing that the implementation of any form of academic collaboration depends on the availability of financial support both sides shall use their best endeavors to identify and gain access to suitable sources of funding to support the activities proposed in this MoU.

ARTICLE 4: INTELLECTUAL PROPERTY RIGHTS

Intellectual property rights on any information exchanged between the two sides remain the property of the institution which provides the information, unless explicitly otherwise agreed upon in writing among the four institutions.

ARTICLE 5: EXPANSION OF THE PARTNERS

The BACES partners can be expanded with other partners in Europe and in China, upon written consent of all four founding partners involved.

ARTICLE 6: SETTLEMENTS OF DIFFERENCES

Any differing viewpoints and interpretations of this MoU shall be settled by common consultation or negotiation in good faith in order to try to find an amicable solution.

If no solution can be found to settle the dispute, then the dispute will be submitted to the courts of the jurisdiction of the defending party in such dispute. In which case this MoU shall be governed and construed in accordance with the laws of that jurisdiction.

ARTICLE 7: DURATION, MODIFICATION AND TERMINATION

7.1 This MoU will become effective from the date when representatives of the four institutions have affixed their signatures to it, and shall be valid for an initial period of five (5) years. It may be extended, by writing, beyond that period as a result of discussion by representatives of both sides commencing not later than three months before the terminal date of the initial period.

7.2 Any revision, modification or amendment to this MoU must be mutually agreed by all partners in writing. It may also be terminated within that period by either partner giving not less than three months written notice of the intention to terminate to the other side.

7.3 Upon termination this MoU shall cease to be valid only upon the fulfillment by the partners of their obligations hereunder and full completion of all settlements and payments.

7.4 This MoU contains the entire agreement and understanding between the four partners with respect to the subject matter hereof and supersedes and replaces all prior agreements or understandings, whether written or oral, with respect to the same subject matter.

Authorized representatives of Renmin University of China, Sichuan University, Fudan University and the Vrije Universiteit Brussel shall sign eight original Memorandum of Understanding documents, four in English and four in Chinese. Each university shall hold two original copies, one in English and one in Chinese, with eight copies each having equal legal force and authenticity. In the event of a discrepancy between the Chinese and English texts of this MoU,

preference shall be given to the English text.

IN WITNESS WHEREOF, the four parties hereto have caused this MoU to be executed by their duly authorized representatives.

Vrije Universiteit Brussel



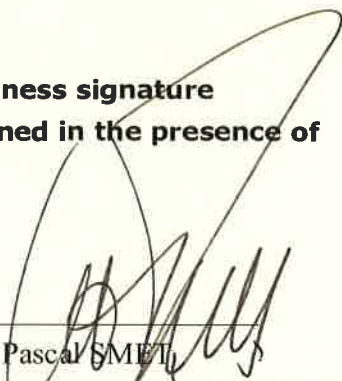
Prof. Dr. Paul DE KNOP
Rector

Renmin University of China



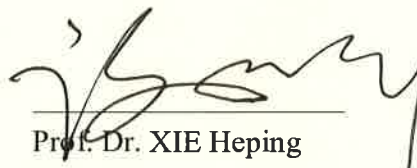
Prof. Dr. CHEN Yulu
President

Witness signature
Signed in the presence of



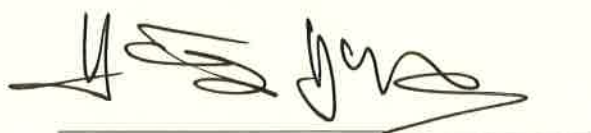
Mr. Pascal SMET
Flemish Minister for Education, Youth,
Equal Opportunities and Brussels Affairs

Sichuan University



Prof. Dr. XIE Heping
President

Fudan University



Prof. Dr. Yang Yu-liang
President

(Date)

(Date)