



GENERAL AGREEMENT ON ACADEMIC AND CULTURAL COOPERATION

Between

the **UNIVERSITY OF SCIENCE AND TECHNOLOGY OF CHINA**, P. R. China JinZhai Road No.96, Baohe District, Hefei 230026, Anhui Province,

represented by Professor Xinhe Bao, President, hereinafter referred to as "USTC"

and

the **VRIJE UNIVERSITEIT BRUSSEL**, Belgium, Pleinlaan 2, 1050 Brussels,

represented by its Rector ad interim, Professor dr. **Jan Danckaert**, hereinafter referred to as "**VUB**" internal MoU reference: 2022-CN-329

the contracting parties

Convinced of the necessity of promoting and reinforcing the cooperation, the mutual exchange of information, the improvement of research and education programmes, as well as the exchange of professors, researchers, administrative and technical staff and students;

Desiring to establish and promote regular links in scientific and cultural fields as part of an institutional framework,

have agreed as follows:

Title I - GENERAL PHILOSOPHY

Art. 1. Purpose of the cooperation

The purpose of the general agreement between USTC and VUB is to improve, through collaboration, the scientific and educational level of the two Institutions and to promote and intensify friendship and mutual understanding.

Art. 2. Fields of cooperation

Cooperation between the two Institutions concerns the entire area of education, research and academic management. The two parties will conclude programme agreements in order to provide for specific cooperation and exchange projects in particular fields.

Art. 3. General conditions of cooperation

The collaboration will in no way be subjected to discrimination based on age, ethnicity, gender, nationality, social status, sexual preference, or philosophical, religious and political opinion.

The parties guarantee to respect all human rights. This Agreement may be terminated by either party if the other party is involved in a violation of human rights as supported by clear and convincing evidence.

The party thus wishing to terminate the Agreement ("Claimant") shall issue a motivated written notice to the other party. The parties shall negotiate the possible remedial actions to address the involvement of the defaulting party in the proven human rights violations. If the parties are unable to find a reasonable solution to resolve the issue within a reasonable period of time, or if the defaulting party cannot demonstrate that its involvement in the proven human rights violations has been remedied, the Claimant may terminate (its participation to) the Agreement with immediate effect.

Art. 4. Associated Research Institutes and Academic Hospitals

When applicable, and to the greatest possible extent, USTC and VUB will involve their Associated Research Institutes and their Academic Hospitals in activities governed by this agreement.

Title II - CONTENT OF THE COOPERATION

Art. 5. Exchange and cooperation in the field of research and education.

5.1. Exchange of professors and researchers

The exchange of professors, researchers, technical and administrative staff, and students may take place on long and on short-term basis. Academic Staff may be assigned educational as well as research tasks.

5.2. Exchange of students in the framework of a university degree

Exchange of students is mainly reserved for persons who have been awarded a basic university degree, and who wish to continue their education or part of it within a postgraduate programme offering a particular specialisation. The agreement may also be applied to the exchange of undergraduate students, if both parties agree to include this in the framework of specific programme agreements.

5.3. <u>Mutual research programmes</u>

The two Institutions may conclude common research programmes in fields of mutual interest. The duration and conditions of these programmes will be determined in specific programme agreements.

5.4. <u>Curriculum exchange of students in the context of joint or double-degree Master programme</u>

The two Institutions will investigate the possibilities of joint or double-degree Master programmes.

5.5. Participation of Third-Party Institutions

Within the framework of this agreement, USTC and VUB may also be associated with the activities of other Institutions, with the purpose of realising projects in the furtherance of the social, economic, cultural, and scientific development of their countries.

5.6. Exchange of publications

The two contracting parties provide mutual assistance by exchanging scientific publications and literature between their libraries, and whenever possible by the exchange of audio-visual materials, software packages and others. These exchanges will be the subject of specific programme agreements.

5.7. Joint PhDs

This article concerns the selection of PhD students and topics for Joint PhD's under the joint promotorship of Research Departments of the collaborative institutions. For each Joint PhD an individual Agreement covering each student's research and studies must be completed and approved by both supervisors, the student and a designated authorized person of the university. The joint PhD is characterised by:

- Meeting the academic requirements of both universities
- Joint supervision
- The PhD student spends a minimum of 6 months of research in each of the partner institutions
- Each collaborating institution agrees to allow a student enrolled for study in a joint PhD programme to have the same level of access to facilities enjoyed by other students enrolled at that institution
- Each of the institutions involved must arrange for the admission of the student in accordance with their own procedures.
- The individual Agreement will define, among other things:
 - The financial arrangements between collaborating institutions for tuition fees, student support
 - Examination procedures
 - o The language of the dissertation and defense.
 - Duration of research and study for the PhD will normally be not less than four years full time equivalent. Derogation from this normal duration would be specified in the Agreement.

5.8. <u>Exchange of Post-docs</u>

The two contracting parties will actively promote their research departments for supporting the exchange of researchers at the Post-doc level for a period of one to two years, through national and international research grants. Joint publications on the research results obtained through these collaborations will be recognized as an indicator of success.

5.9. Technology Transfer

The two contracting parties will investigate possibilities for joint technology transfer. Activities in this framework will be the subject of specific programme agreements.

5.10. Mutual assistance

USTC and VUB will provide mutual assistance through the exchange of information about and invitations to important meetings, symposia and conferences. The two Institutions pledge to maintain and promote contacts with a view to scientific cooperation with other partners in their respective regions.

Title III - EXECUTION OF THE AGREEMENT

Art. 6. <u>Programme agreements</u>

This agreement is a framework agreement that regulates the relation between the parties in a general way. The financial conditions and the execution measures of this agreement will be defined in the form of work programme agreements regulating the exchange of professors, researchers and students between various faculties, or research and study centres in well-defined projects. These work programme agreements, concluded between the faculties, institutions or centres concerned, are to be negotiated and will be approved by the Rectors of the Universities or by their delegates.

Financial arrangements made in the context of these work programme agreements should also be the subject of discussion between the two parties.

Art. 7. Preliminary procedure

The Institution, that wishes to send a professor, researcher or student must forward the <u>curriculum vitae</u>, list of publications and work schedule of the person concerned to the host Institution. Every stay must be confirmed by the host Institution at least four weeks before the beginning of the stay, and if possible six months in advance.

Title IV - FINAL PROVISIONS

Art. 8. The financial conditions, duration and execution of the agreement

The duration of this general agreement will be four years from the day the agreement has been dated. The agreement is renewable after evaluation every four years upon request by either of the two parties not later than six months prior to the expiry of the existing agreement.

This agreement can be terminated by a three months' notice in writing by either one of the two parties.

Art. 9. <u>Amendments</u>

The amendments to the present framework agreement or work programme agreements will be agreed in writing between the signatories.

Art.10. Applicable law and dispute resolution

All disputes between the parties in connection to this Agreement shall first be discussed in good faith between the Parties 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.

This Agreement shall be governed by and construed in accordance with the laws of that jurisdiction.

This general agreement is drawn up and signed in duplicate.

This general agreement will go in effect on May 2022

Dated 4 April 2022 for the Vrije Universiteit Brussel,

Dated 11 May 2022 for the University of Science and Technology of China,

Docusigned by:

Jan Panckart

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Professor **Xinhe Bao**President

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Professor dr. Jan Danckaert, Vice-Rector Education and Student Affairs Rector ad interim