

**MEMORANDUM OF UNDERSTANDING ON
OPTIMISING THE COOPERATION IN R&D AND INNOVATION BETWEEN
THE MINISTRY OF SCIENCE AND TECHNOLOGY- DEPARTMENT of INTERNATIONAL
COOPERATION OF THE PEOPLE'S REPUBLIC OF CHINA
AND
THE DEPARTMENT OF ECONOMY, SCIENCE AND INNOVATION
OF THE FLEMISH GOVERNMENT**

The Ministry of Science and Technology, People's Republic of China, legally represented by YE Dongbai, Director General of the Department of International Cooperation,

and

the Flemish region and Community, legally represented by Johan Hanssens, Secretary General of the department of Economy, Science and Innovation (hereinafter referred to as the 'Parties'),

Have reached the following agreement:

Article 1 Purpose

§1 The purpose of this MoU is to prepare an agreement that aims to improve the cooperation between both Parties to stimulate academic co-operation between universities, research institutes and industries of both Parties.

§2 To that end the current MoU is to be replaced by an effective, flexible and easily actionable co-operation agreement that will contribute to the following objectives:

- 1) The enhancement of technology transfer in the context of strengthened linkages between science and industry.
- 2) The strengthening of the innovation capacity of both economies by better conversion of research into innovation and valorisation, direct involvement of enterprises, stronger human capital base in science and technology and improved mobility of researchers.
- 3) The enhancement of cooperation in challenge-driven innovation, which could lead to joint funding of projects, with an explicit link to societal challenges, such as ageing, health care, eco-innovation, renewable energy, urbanization and mobility, and related policy learning.

§3 The Ministry of Science and Technology- Department of International Cooperation (for the People's Republic of China) and the Department of Science, Technology and Innovation (for the Flemish Government) are responsible for the practical implementation of this new MoU.

Article 2 Termination of current MoU

In accordance with art.6 §2 of the MoU of 17/04/2012 both Parties agree to terminate the MoU of 17/04/2012.

Article 3 Method

§1 Both Parties shall negotiate and draft a cooperation agreement that can be easily updated (e.g., after a change in government or the adoption of a new five years plan) and put into practice without too much administrative overhead. To that end, a clear division of responsibilities will be established concerning issues relating to (i) the overall strategy, vision and ambition, (ii) the policy framework conditions (in particular financial and legal aspects) and (iii) the operational governance and follow-up.

§2 A joint administrative task force, consisting of expert civil servants appointed by both Parties (cf. art.2 §2), is responsible for producing a draft co-operation agreement. The joint task force concerts on a regular basis using all available communication channels. The working language is English.

§3 The joint task force reports at least on a six-monthly basis to their respective superiors according to the regular hierarchy of both Parties. Each Party appoints a rapporteur. If desired a yearly rotating chair can be appointed.

§4 The joint task force, after internal concertation, can involve external experts as deemed necessary and appropriate to fulfill its task. Potentially ensuing costs will be distributed amongst both Parties as agreed after concertation.

§5 The joint task force shall look into international best practices for bilateral co-operation and its implementation. Attention will be paid to ensuring an adequate form of monitoring and evaluation.

§6 The joint task force ends its assignment by delivering in consensus a draft proposal for a co-operation agreement in compliance with art. 1. After which the joint task force takes care of preparing the official signature process and all subsequent steps necessary to formally operationalize the co-operation agreement.

Article 4 Final Stipulations

§ 1. This MoU takes effect upon the date of its signature and shall remain in force until the resulting co-operation agreement has been activated and operationalized by both Parties.

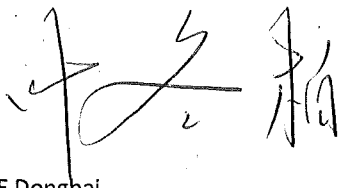
§ 2. Either Party may terminate this MoU by written notification to the other Party one month in advance.

§ 3. Any dispute arising from the interpretation and implementation of this MoU shall be resolved through friendly consultations between the Parties.

§ 4. The terms and conditions of this MoU may be amended by written consent of the Parties.

Done in duplicate in Brussels on March, 30th, 2017, in Chinese and English, both texts being equally authentic.

For The Ministry of Science and Technology of China
(MOST)- Department of International Cooperation



Mr YE Dongbai,
Director General
Department of International Cooperation, MOST

For the Flemish Government- Department of Economy,
Science and Innovation



Mr Johan Hanssens
Secretary General