

Memorandum of Understanding

合作备忘录

By and between

**Institute of Analysis and Testing, Beijing Academy of Science and Technology
(Beijing Center for Physical and Chemical Analysis)**

No. 27, W. 3rd Ring Rd North, Haidian District, Beijing 100089, P.R. China

Legal Representative: Zhang Jirui

Hereinafter referred to as “Institute of Analysis and Testing (BCPCA)”

And

University of Kragujevac

Liceja Kneževine Srbije 1A 34000 Kragujevac, Serbia

Legal Representative (Rector): Nenad Filipovic

本合作备忘录由以下双方签署：

北京市科学技术研究院分析测试研究所（北京市理化分析测试中心）

地址：中国 北京市海淀区西三环北路 27 号

法定代表人：张积锐

邮政编码：100089

以下简称：“分析测试研究所（BCPCA）”

克拉古耶瓦茨大学

地址：Liceja Kneževine Srbije 1A 34000 克拉古耶瓦茨，塞尔维亚

法定代表人(校长)：Nenad Filipovic

Preamble

Founded in 1974, Institute of Analysis and Testing (BCPCA) is subordinate to Beijing Academy of Science and Technology (BJAST), and is an advanced analysis and testing technology research institution focused on applied basic research, covering key areas such as food safety, environmental protection, new materials, and biomedicine, carry out academic research, technical services, scientific popularization and dissemination, demonstration of domestic scientific instrument application, and achievement transformation, totaling over 200 people.

University of Kragujevac was founded in 1976, and is the 4th largest state university located in the central part of Serbia, comprising 12 faculties in six towns: Kragujevac, Čačak, Jagodina, Kraljevo, Užice and Vrnjačka Banja. The University of Kragujevac is a

a modern education and research center embracing almost all major areas of teaching and research, with a student population of 18.000 and 1.200 academic staff.

In order to facilitate cooperation on science and technology upon equal and reciprocal partnership, Institute of Analysis and Testing (BCPCA) and University of Kragujevac, hereto agree as follows:

前言

北京市科学技术研究院分析测试研究所（北京市理化分析测试中心）成立于1979年，隶属于北京市科学技术研究院，是一所以应用基础研究为主的现代分析测试科学研究机构，聚焦食品安全、环境保护、新材料、生物医药等重点领域，开展分析测试科学研究、技术服务、科学普及与传播、国产科学仪器应用示范和成果转化等工作，总人数200多人。

克拉古耶瓦茨大学成立于1976年，是位于塞尔维亚中部的第四大国立大学，由六个城镇的12个学院组成：克拉古耶瓦茨、恰恰克、贾戈迪纳、克拉尔耶沃、乌日策和弗恩贾奇卡班贾。克拉古耶瓦茨大学是一个现代化的教育和研究中心，几乎涵盖了所有主要的教学和研究领域，拥有18000名学生和1200名教职员工。

为在平等互利的伙伴关系下，促进双方在科学和技术领域的合作，双方就以下事宜达成协议：

Article I Modes of Cooperation

The objective of this Memorandum is to enhance, encourage, and formalize scientific and scholarly interaction between the Parties through the promotion of exchange opportunities for personnel exchanges, joint researches and other cooperative activities.

The envisaged modes of cooperation will include some or all of the following:

- a) Joint research on S&T
- b) Exchanges of scientific researchers;
- c) Transformation of scientific and technological achievements;
- d) Jointly declaring scientific research projects supported by both governments.
- e) Facilitating and developing other academic activities that may be of joint interest.

Upon consultation, the Parties will carry out the following practical cooperation in the near future:

- a) Biomaterials and Bioengineering
- b) Analytical Chemistry

A detailed description of the scope of cooperation shall be defined in separate Collaboration Agreements for implementation (such as Scientific Research Personnel Exchange Agreements).

Collaboration Agreements will include but not limited such terms as:

- a) Elaboration of the responsibilities of each institution for the agreed upon each collaboration;
- b) Schedules for the specific collaboration;
- c) Budgets and sources of financing for each collaboration;
- d) Any other items deemed necessary for the efficient management of the collaboration.

第一条 合作模式

本备忘录的目的是通过促进人员交流、联合研究和其他合作活动等方面的交流，加强、鼓励和规范双方之间的科学和学术交流。

双方拟就以下部分或全部模式开展合作：

- a) 联合开展科学技术研究；
- b) 科研人员往来；
- c) 科技成果转化；
- d) 共同申报政府支持的科研项目；
- e) 协助和开展其他双方共同感兴趣的学术活动。

经双方商议，近期拟开展以下务实合作：

- a) 生物材料与生物工程
- b) 分析化学

合作范围的详细说明应在单独的合作实施协议（如科研人员交流协议）中明确约定。

单独的合作事项协议应至少包括但不限于以下条款：

- a) 详细说明每个机构应承担的责任；
- b) 具体合作的时间表；
- c) 每项合作的预算和资金来源；
- d) 为有效管理该项合作所必需的其他事项。

Article II Funding

Implementation of all aspects of this Memorandum will be dependent upon availability of funding. Wherever possible, funding will be sought from third-party sources.

Where the Parties need to explicit funding responsibilities in relation to any collaboration, the Parties shall make written prior agreements before conduction of such collaboration.

第二条 经费来源

本备忘录各方面的执行将取决于能否获得资金。如有可能，将从第三方寻求资金来源。

如在开展具体合作事项时需要明确经费问题，应在开展具体合作事项前签订的书面合同中予以约定。

Article III Authorizes Representatives and Project Coordinators

Both parties shall each designate an authorized representative division or department of the President/Rector based on the cooperation content

Some cooperative activities as described in Article I shall be realized within joint projects. The faculties, departments or subordinated units responsible for these projects shall each designate a project coordinator for this purpose.

In particular, the project coordinators are responsible for:

- a) Preparation and realization of detailed itineraries;
- b) Coordination with other faculties, departments or subordinated units;
- c) Arrangement the use of facilities necessary for the performance of the project;
- d) The prompt interchange of information and the coordination of matters relevant to the execution of the project agreement.

第三条 授权代表和项目协调员

双方应根据合作内容指定本机构院长或校长的授权代表部门。

本协议第一条所列合作活动应通过合作项目的形式实现。负责相应合作项目的院系、部门或所属单位应各自指定一名项目协调员。

项目协调员负责如下事项：

- a) 详细计划的制定与实现；
- b) 与其他院系、部门或所属单位的协调；
- c) 安排使用项目执行所需的设施条件；
- d) 信息交流及与项目合作协议执行相关的事项协调。

Article IV Confidentiality and Intellectual Property

Unless prescribed by law and with reasonable necessities or prior written consent by the other party, no party could make public statement or revelation on this Memorandum. This confidentiality clause shall remain in force and shall not become invalid due to the termination of this MOU.

Where intellectual property (including but not limited to copyright, trademarks, business secrets, proprietary techniques, etc.) or any right related to that intellectual property may arise from collaboration and activities under this Memorandum, the Parties shall make prior written agreements before conduction of such collaboration and activities.

第四条 保密条款和知识产权

除非法律有相关规定且有合理必要的，未经另一方事先书面同意，任何一方不得就本备忘录发表任何公开声明或进行任何披露。本保密条款持续有效，不因本备忘录的终止而失效。

对于依据本备忘录所开展的合作活动中可能产生的任何知识产权（包括但不限于著作权、商标、商业秘密、专利技术等）或针对该知识产权的权利，应在开展具体合作事项前签订的书面合同中予以约定。

Article V Duration, Termination, Modification

This Memorandum shall come into force and remain valid for five (5) years upon the joint signature of the Legal Representative or Authorized Representative of both parties, and may be renewed or modified only by written amendments on this MOU. Authorized Representative refer to persons who have obtained valid authorization to sign on this Memorandum, and do not equal contact persons.

This Memorandum is signed in Chinese and English, in case of any conflict between the two versions, the Chinese version shall prevail. This Memorandum is executed in quadruplicate, each party holding two of them and all are of the same effect,

Any dispute arising from implementation of this Memorandum shall be resolved through negotiations by both parties. This Memorandum may be terminated by either party by written notice at least six (6) months in advance. In case the Memorandum ceases to be in effect, this shall not affect the completion of existing activities as agreed upon in any Collaboration Agreements.

第五条 有效期，终止和修改

本备忘录自双方法定代表人或授权代表人员共同签署之日起生效，有效期为五(5)年，可通过对本备忘录的书面修订进行续签或修改。授权代表人员是指得到有效授权签署本备忘录的人员，联系人不一定是授权负责人。

本备忘录以中、英文签署，如有歧义，以中文版本为准，一式四份，双方各执两份。

因执行本备忘录而产生的任何争议应由双方通过协商解决。本备忘录由任何一方提前至少 6 个月书面通知方可终止。如本备忘录失效，不影响任何单独合作协议中约定的现有合作事项的完成。

Article V Governing Law and Dispute Settlement

This MOU shall be governed by and construed under the laws of the People's Republic of China without regard to its conflict of law provisions. All disputes between the Parties in connection with or arising out of this Agreement shall be negotiated in good faith. If negotiation fails, the disputes shall be finally resolved by the Chinese International Economic and Trade Arbitration Commission ("CIETAC") in accordance with the Arbitration Rules of CIETAC for the time being in force, which rules are deemed to be incorporated by reference in this clause. The arbitration tribunal shall comprise three (3) arbitrators appointed according to the CIETAC's arbitration rules and the appointing authority shall be the CIETAC. The proceedings of the arbitration shall be conducted in Chinese. The place of arbitration shall be Beijing, China.

第六条 争议解决

本备忘录受中华人民共和国法律管辖，并根据中华人民共和国法律进行解释，不考虑其法律冲突条款。双方之间与本协议有关或因本协议而产生的所有争议应本着诚信原则进行协商。如果协商不成，争议应由中国国际经济贸易仲裁委员会（“CIETAC”）根据当时有效的 CIETAC 仲裁规则（该规则被视为通过引用纳入本条）最终解决。仲裁庭应由三（3）名根据 CIETAC 仲裁规则指定的仲裁员组成，指派机构应为 CIETAC。仲裁程序应以中文进行。仲裁地点为中国北京。

In witness whereof, the Parties hereto have offered their signatures:

兹证明，双方已在此签字：

Signed on behalf of
Institute of Analysis and Testing,
Beijing Academy of Science and Technology
(Beijing Center for Physical and Chemical Analysis)
Beijing
China

Signed on behalf of
University of Kragujevac

Kragujevac
Serbia

Date: _____

Date: _____