

**AGREEMENT ON SCIENTIFIC COOPERATION
BETWEEN
THE CZECH ACADEMY OF SCIENCES
AND
THE NATIONAL NATURAL SCIENCE FOUNDATION OF CHINA**

Preamble

The Czech Academy of Sciences – the CAS (Akademie věd České republiky) and the National Natural Science Foundation of China – the NSFC (国家自然科学基金委员会), hereinafter referred to as Parties, recognizing the importance of international scientific cooperation have concluded the following Agreement on Scientific Cooperation with the objective to promote and develop the possibilities of scientific cooperation of researchers in both countries.

Article I

Objectives and Forms of Cooperation

1. The Agreement shall serve as a basis for the promotion and support of scientific cooperation between the Parties in all fields of their competence, and in accordance with valid national legislation.
2. The prospective cooperation activities under the Agreement shall be realized in the form of Joint Mobility Projects; a project based support of exchange of researchers and research. Joint Mobility Projects shall be carried out by research teams from both Parties. Financial support of mobility shall be provided for visits of the research team members along with a contribution to the research expenses.
3. Other cooperation activities which may include actions conducive to mutual exchange of information and knowledge transfer, networking and promotion of excellence, and other may be defined upon mutual agreement of the Parties.

4. All cooperation activities shall be based upon the principle of reciprocity for the mutual benefit of both Parties. The exact definition and detailed conditions of individual cooperation activities shall be specified in the Protocol, which is an integral part of this Agreement.

Article II Implementation

1. Cooperation shall be executed through the international cooperation units of the Parties.
2. Financial provisions shall be provided under conditions designated under the Agreement unless situations, such as budget cuts or limited budget drawing as a result of provisional arrangements, occur.
3. Details of implementation of the Agreement shall be determined in the Protocol. Conditions defined in the Protocol must specify the call for proposals, schedule, selection process, financial conditions and other details of implementation.
4. The course of cooperation shall be regularly reviewed.
5. The Parties commit to solve any differences which may arise during the implementation of the Agreement by means of negotiation or exchange of correspondence between the Parties.

Article III Protection of Intellectual Property Rights and Confidentiality

1. In respect of any discovery or invention derived from cooperative activities under this Agreement, the collaborating researchers and their institutes will consult and decide on the ownership of any intellectual property or the terms of its commercial exploitation, i.e. with regard to the relative contribution of each partner to the research.
2. Neither Party may disclose to any third person any confidential or business information which may arise from the cooperation under the Agreement without prior written consent of the other Party. Such obligation shall not be governed by the duration of the Agreement. Collaborating researchers and their institutes shall hold confidential and shall not disclose to any third party confidential information received from their partners to the research without the latter's written consent.

Article IV
Final provisions

1. The Agreement shall come into force on 1 January 2018. It shall remain valid for a period of five (5) years, after which it shall be automatically renewed for subsequent periods of five (5) years unless a written notice of termination has been given by either Party at least six (6) months prior to its renewal.
2. The termination of the Agreement shall not affect the ongoing or approved activities under the terms of the Agreement.
3. The Agreement on scientific cooperation of 30 June 1993 between the Parties shall terminate on 31 December 2017.
4. The Agreement may be modified and amended on the basis of the mutual consent of both Parties made in written form.
5. The Agreement was signed in two identical copies in English with the same validity and each Party will obtain one copy.

On behalf of
the Czech Academy of Sciences

On behalf of
the National Natural Science Foundation

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Prof. Eva Zažímalová
President, CAS

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Prof. Dr. Yang Wei
President, NSFC

In Prague on2017

In Beijing on2017