

**Memorandum of Understanding  
Between**

**The Innovation and Technology Commission  
of the Government of the Hong Kong Special Administrative Region of  
the People's Republic of China**

**And**

**The Danish Agency for Science, Technology and Innovation,  
Ministry of Science Technology and Innovation  
of the Kingdom of Denmark**

**On Science and Technology Cooperation**

The Innovation and Technology Commission of the Government of the Hong Kong Special Administrative Region of the People's Republic of China, and the Danish Agency for Science, Technology and Innovation of the Ministry of Science Technology and Innovation of the Kingdom of Denmark hereinafter referred to as the "Participants",

*DESIRING* to develop and strengthen science and technology cooperation between the Hong Kong Special Administrative Region of the People's Republic of China and the Kingdom of Denmark,

*RECOGNIZING* the challenges of stimulating innovation and economic growth are of mutual concern to the two Participants,

*CONSIDERING* the mutual interest in making progress in the fields of science and technology research and development and the resulting advantages for the two Participants,

*EXPRESSING* their desire to encourage and promote their cooperation in the fields of science and technology development on the basis of equality and mutual benefit,

Have reached the following understanding:

**1. SCOPE OF COOPERATION**

1.1 In accordance with the present Memorandum of Understanding (MOU) and

subject to the availability of funds, resources, and personnel, both Participants will explore possible bilateral cooperative activities which may include the following forms:

- a). joint research and development (R&D) projects;
- b). exchange of scientists and experts;
- c). exchange of science and technology information and documentation in the context of the cooperative activities; and
- d). joint scientific workshops, conferences, symposia.

1.2 Each Participant will provide funding to its own institutions / organisations / universities etc. (hereinafter to be called “cooperating organisations”) to enable the same to participate in the activities set out in paragraph 1.1 of this MOU.

## **2. AREAS OF COOPERATION**

2.1 Cooperation pursuant to this MOU will be carried out mainly in the following technology areas, in which both Participants have technical capabilities and expertise:

- a). nanotechnology and advanced materials;
- b). biotechnology and medical life science;
- c). solar energy; and
- d). energy efficiency.

## **3. INTELLECTUAL PROPERTY PROTECTION**

3.1 It shall be the responsibility of the cooperating organisations to safeguard their own interests in the cooperative activities supported under this MOU.

3.2 Each cooperating organisation is solely responsible for all its acts and omissions.

3.3 With respect to any design, work, invention or discovery made or conceived in the course of the execution of cooperative activities under this MOU the

Participants agree that agreements on intellectual property rights, if any, shall be negotiated directly between the cooperating organisations of the cooperative activities under this MOU.

#### **4. JOINT WORKING GROUP**

4.1 The Participants will explore the feasibility of establishing a Joint Working Group composed of representatives from both Participants. Each Participant is to identify a point of contact responsible for coordination.

4.2 The Joint Working Group will perform the following tasks:

- a). determine its own working procedures and regulations;
- b). plan and coordinate activities on scientific and technological cooperation,
- c). define rules and procedures for the implementation of cooperative programmes and projects;
- d). manage and evaluate cooperative activities;
- e). facilitate the utilisation of results of cooperative activities;
- f). create favourable conditions for the implementation of this MOU.

4.3 The Joint Working Group will meet on a need basis to review work plans for the above tasks. However, when such meetings cannot be arranged, formulation of and changes to work plans may also be made in writing by mutual determination.

#### **5. ENTRY INTO FORCE, TERMINATION AND DISPUTE SETTLEMENT**

5.1 This MOU enters into effect on the date upon signature of both Participants.

5.2 Each Participant's participation in the cooperative activities under this MOU is subject to the availability of funds, resources and personnel and is to be conducted in accordance with the laws and regulations of each Participant.

5.3 This MOU will remain in effect until either Participant terminates it. Either Participant may terminate this MOU by written notification to the other Participant. The MOU will cease to be in effect six months after the date of such notification.

5.4 This MOU shall not apply to the Faroe Islands and Greenland until further decision. The Kingdom of Denmark can at any time request the extension of this MOU to the Faroe Islands or Greenland. The Hong Kong Special Administrative Region of the People's Republic of China will not deny such request without good cause.

5.5 This MOU may be amended, in writing, at any time by mutual written consent of the Participants. Any such amendment will come into effect in accordance with the procedure set forth in paragraph (5.1) of this Section.

5.6 The amendment or termination of this MOU will not affect the validity of arrangements and contracts already concluded under it.

5.7 This MOU will not affect any rights or obligations of the Participants arising from other bilateral or international agreements and treaties.

5.8 Any dispute concerning the interpretation or application of this MOU will be resolved by consultations or negotiations between the Participants.

SIGNED in Copenhagen, Denmark this 28<sup>th</sup> day of May 2009, in duplicate, in the English language



**Eddy Chan**

**For the  
Innovation and Technology  
Commission of the Government of  
the Hong Kong Special  
Administrative Region of the  
People's Republic of China**



**Hans Müller Pedersen**

**For the  
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Technology and Innovation of  
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