**附件3**

**Cooperation Projects Program on Intelligent Numerics**

**Cooperation Agreement Content Outline**

**Project ID:**

**Project Title:**

**Project start date:** XXX

(**Anticipated) Project end date:** YYY

**Research Institution(s) from China (Name(s) and address(es))**

and their

Principal Investigator(s) from China: (Name(s) and address(es))

**Research Institution(s) from Germany (Name(s) and address(es))**

and their

Principal Investigator(s) from China: (Name(s) and address(es))

– hereinafter referred to as “the partners” –

conclude the following cooperation agreement:

The partners will jointly carry out the above-mentioned Cooperation Project funded by the NSFC and the DFG (“Cooperation Project”). This Cooperation Agreement is intended to outline the terms and conditions and ensure compliance with pertinent laws and regulations governing cross-border research between China and Germany under the Cooperation Project.

1. **Research Plan, Division of Labor and Exchange Plan**

*<<The content of the research as well as the division of labor and the exchange plan in the following 3 years should be described. This shall include the acting parties (including third parties required for the success of the Cooperation Project, if any), necessary means (equipment, access to data, visits etc.), specific deliverables of each partner, and identify the main objective and expected result of the cooperation. The partners shall agree on timing and milestones of deliverables,* *and that, in principle, each partner bears the costs incurred by it in connection with the implementation of the project. >>*

1. **Publications; Ownership, Use and Transfer of the Intellectual Property**

*<< The partners should commit to publishing research results in accordance with the principles of scientific integrity and open science. The partners should define how joint publications and authorship are agreed upon and that all publications shall explicitly acknowledge the Cooperation Project as the origin of the published results and to the NSFC and the DFG as sponsors providing funds; the partners shall include notification of the other partner in case of single publications or submissions to governmental departments or databases, and if intellectual property rights are part of the objectives of the Cooperation Project, shall design a suitable mechanism for safeguarding confidentiality. The partners should agree on ownership of the intellectual property and how to use or share it. The partners as required should agree on the scope of continuing use rights of deliverables and/or background and foreground IP after the Cooperation Project is finalized. >>*

1. **Ethical and/or legal aspects of the project**

*<< In this section, the partners should agree on compliance with the respective legal regulations and guidelines applicable to the Cooperation Project (e.g. Data Security and Data Protection laws of both countries, safeguarding good research practice, ethics in human research, animal experiments, technology and/or data import or export restrictions, principles related to use of research solely for non-military purposes, biodiversity or genetic research, safety-related research etc.). It is strongly recommended that the responsibilities of the partners are clearly defined, and indemnification clauses are included such that no party is held responsible for infringements of the other party. The partners shall identify regulatory limitations or approval requirements for operation by one or both partners and the impact on the implementation of the Cooperation Project. (Special attention should be paid to make sure no violation of legal regulations in Germany and China governing personal data and important data will be made.) >>*

1. **Legal Validity and Duration**

*<<Effective date, period and termination. The agreement should include provisions for extension, in case the project funding is extended by the NSFC or DFG beyond the initial termination date. The agreement may only be terminated early for good cause; termination must be made in writing. Each partner must inform NSFC and DFG respectively. >>*

1. **Force majeure; dispute resolution mechanism; applicable law**

*<<The partners shall explain their coordination mechanism in case of difficulties of carrying out the Cooperation Project. Applicable procedures and rights in case of force majeure.; applicable laws to the cooperation agreement between the parties and dispute resolution mechanism (e.g. arbitration) shall be stipulated. Consequences of termination shall be agreed on by the partners. >>*

1. **Signature &Seal**

*<<The hard copy needs to be signed by all partners (electronic signature allowed for partners from Germany) and must be sealed by Chinese applicants’ support organizations. Partners must warrant that the signatory is duly authorized to enter into the Cooperation Agreement.*

*The Partners should claim explicitly that the Cooperation Agreement is between the signing parties and the NSFC and DFG both assume no responsibility to any consequences resulting from the Cooperation Agreement. >>*