

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE MINISTRY FOR EDUCATION AND SCIENCE OF**  
**THE PORTUGUESE REPUBLIC**  
**AND**  
**THE MINISTRY OF SCIENCE AND TECHNOLOGY OF**  
**THE PEOPLE'S REPUBLIC OF CHINA**  
**ON CO-OPERATION IN SCIENCE, TECHNOLOGY AND**  
**INNOVATION**

The Ministry for Education and Science of the Portuguese Republic and the Ministry of Science and Technology of the People's Republic of China, hereinafter referred to as "Signatories",

Pursuant to the *Basic Agreement of Scientific and Technological Co-operation between the Portuguese Republic and the People's Republic of China* on signed in Beijing, on April, 1993;

Realizing that co-operation in science, technology and innovation will play a significant role in addressing the global financial crisis, contributing to sustainable growth and job creation and promoting the development and use of key enabling technologies for strategic industries;

Intending to strengthen R&D activities and technology transfer, as well as



market uptake of innovations, including joint commercialization of technologies, and to carry out comprehensive, steady and long-term cooperation through the networking of industries, universities and research institutes to generate mutual-beneficial and win-win results;

Decide as follows:

### **I Purpose**

1. The purpose of this Memorandum of Understanding (MoU) is to improve the co-operation in science, technology and innovation between the two countries.
2. The two Signatories shall encourage enterprises in alliance with universities and research institutes to engage in cooperation, such as joint research and demonstration projects, personnel exchange and technology transfer activities with a view to joint commercialization of R&D results.

### **II Co-operation**

1. The co-operation under the MoU shall include:
  - a) Promoting co-operation in the areas of common interest, starting with, but not exclusively, Information and Communication Technologies (ICT), low carbon and energy technologies (renewable energy, clean energy and energy efficiency), nanotechnology and materials and biotechnology (including biomedicine, agriculture, forestry and aquiculture) on the basis

of the existing co-operation;

b) Supporting and encouraging joint projects conducted by enterprises, universities, research institutes and science parks to promote innovation from research to market uptake of key enabling technologies;

c) Setting up China-Portugal Joint Incubator and Technology Transfer Centre as platforms for co-operation in science, technology and innovation;

d) Facilitating the sharing of experience, skills and information between research centres and enterprises, setting technical standards and establishing joint R&D and Innovation platforms. The priority shall be given to commonly identified areas and activities, including the development of key enabling technologies and with a particular support to small and medium-sized enterprises.

### **III Joint Working Group**

A joint working group shall be established to meet regularly in the two countries on a rotating basis, and to guide and coordinate the co-operation under this MoU.

### **IV Financing**

1. The activities referred to under this MoU will be financed with funds allocated under their respective budgets, subject to the availability of the

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said funds and to the laws governing the organization and structure of the Signatories as well as to the laws and regulations of each State.

2. The two Signatories shall identify a diverse and flexible set of funding mechanisms to co-finance the co-operative projects under this MoU according to their respective procedures and within their budgets.

3. Existing national and international programmes should be explored as funding tools, and mechanisms for leveraging resources from other sources should be sought.

## **V Intellectual Property**

The use of research findings and intellectual property rights arising from the co-operative activities under this MoU shall be decided upon by the two Signatories on a case-by-case basis, in accordance with their respective domestic laws and with the international conventions to which their States are bound.

## **VI Final Provisions**

1. Any dispute concerning the interpretation of this MoU shall be settled through negotiations between the Signatories, taking as reference the English version.

2. This MoU may be changed at any time by mutual written consent of the Signatories.

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3. This MoU shall come into effect on the date of its Signature.
4. This MoU shall cease to have effect on the date on which either Signatory gives written notice to the other Signatory of its intention to terminate it.

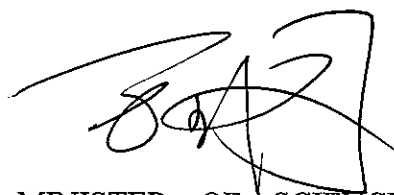
Signed in Lisbon on June 25<sup>th</sup>, 2012, in triplicate, in the Portuguese, Chinese and English languages.

FOR THE MINISTRY FOR  
EDUCATION AND SCIENCE  
OF THE PORTUGUESE REPUBLIC



MINISTER FOR EDUCATION AND  
SCIENCE  
NUNO CRATO

FOR THE MINISTRY OF SCIENCE  
AND TECHNOLOGY OF THE  
PEOPLE'S REPUBLIC OF CHINA



MINISTER OF SCIENCE AND  
TECHNOLOGY  
WAN GANG