AGREEMENT REGARDING A EUROPEAN UNIVERSITY CENTRE BETWEEN PEKING UNIVERSITY, BEIJING, PEOPLE'S REPUBLIC OF CHINA AND THE EUROPEAN MEMBER UNIVERSITIES

Preamble:

Peking University and the European member universities (see footnote 1) agree to establish a European University Centre for cooperation in research and education at Peking University. The Centre is a part of Peking University and is regulated by the statutes in Appendix 1 which is a part of this Agreement.

§ 1

The cooperation may concern any field or subject upon which the parties agree. It will include various activities, such as:

- Increase the possibilities to establish joint research projects between the involved European universities and Peking University, within various disciplines and faculties. This cooperation may include other universities.
- Increase knowledge of Europe and China (by establishing courses in European and China studies, master/PhD level);
- Arrange conferences at Peking University and at partner universities in Europe;
- Become a centre for researchers from the European universities and Peking University focusing on comparative studies between China and Europe;
- Become a platform for cooperation between the participating European universities, Peking University and other research universities and research institutions in China like CAS and CASS;
- Increase knowledge about European and Chinese university systems;
- Service for staff and researchers and general information to students visiting Peking University;
- Increase cooperation between the involved European universities, for instance in relation to joint courses/programs, Erasmus-Mundus External Cooperation Window etc, together with Peking University and other selected universities in China;
- Be of assistance regarding co-ordination of student and staff exchange between the involved European universities and Peking University.

§ 2

Specific mechanisms for the implementation of particular co-operative activities shall be established and described in corresponding appendices to this Agreement.

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1 Aristotle University of Thessaloniki, Lund University, Universidad Autónoma Madrid, Université de Strasbourg, Paris Universitas (Paris Dauphine - Paris 9, Panthéon-Assas - Paris 2, Paris Sorbonne - Paris 4, Sorbonne Nouvelle - Paris 3, Pierre & Marie Curie - Paris 6, and three schools for higher education : Ecole Normale Supérieure, Ecole des Hautes Etudes en Sciences Sociales and Ecole Pratique des Hautes Etudes), University College Dublin, University College London, Università degli Studi di Milano, University of Vienna, University of Warsaw
Under normal circumstances all expenses such as salary, travel, living and allied costs will be the responsibility of the respective universities.

§ 3

All universities shall endeavour to seek financing for joint activities from sources available to them.

§ 4

Peking University provides the Centre with an office on campus, including access to necessary office facilities. For this the Centre will pay a rent agreed between the Centre and Peking University biaannually. For the first two years the centre will be located at the Centre for European Studies and the rent will be 4.000 Euro per year. After this period the location will be reconsidered. At the start of the Centre a Chinese administrator working part-time (50%) for the centre and paid through the membership fee will be employed.

§ 5

This agreement shall take effect upon the date of the signatures appended and will remain valid for 2 years or until one party notifies the other of its wish to terminate the agreement, the minimum notice of such termination being 6 months ahead of time. After 2 years this agreement may be renewed. The activities of the Centre will be reviewed after two years according to criteria to be established by the Board and potentially extended.

§ 6

This agreement is written in English in two originals.

Professor Lin Jianhua
Executive Vice-President and Provost
Peking University

Professor Göran Bexell
Chairman of the European University Centre Council
(On behalf of the European member universities)

Date: 2009-3-31

Date: 2009-03-31
STATUTES FOR THE EUROPEAN UNIVERSITY CENTRE AT PEKING UNIVERSITY (Proposal)

Article 1 Name, Organisation
The cooperation functions under the name European University Centre at Peking University, Beijing, China.

Article 2 Aim
The aim of the organisation is to operate a European University Centre together with Peking University, Beijing, China and other Chinese universities invited to the cooperation. The Centre shall be a forum for contacts and cooperation within research and education between the European member institutions and Peking University and other Chinese universities invited to participate in the cooperation, and shall contribute to an increased knowledge about the European countries in China and about China in the European countries. The Centre should function as a platform for initiating and developing joint research and educational activities, conferences and workshops of mutual interest to European and Chinese scholars.

Article 3 Financing
The cooperation is financed through the payment of an annual membership fee determined by the Council. The start-up fee for the first year 2009 is 2000 Euro for the European members.

Article 4 Membership
European universities awarding doctorate degree(s) may apply to be a member six weeks before the Board meeting and the decision about the membership of the applicant will be taken at the Council meeting. Applications for membership should include specific information explaining how the applicant will contribute to the development and strengthening of the European University Centre as a collaborative organisation. The Secretariat of the European University Centre will send invoices for the annual membership fee during the month of January, with payment to be received no later than the end of March that year. Members wishing to discontinue their membership must notify the Secretariat of the European University Centre in writing before the end of the calendar year.

Article 5 Organisation
The co-operation is managed through
1. One Council
2. One Board

Article 6 The Council
The Council is the highest authority for the cooperation and handles all matters of principle and of great importance related to aims stated in the Agreement. The Council consists of one representative from each member institution. The Council elects a chairman among the delegates for the proceedings at the annual meeting. The Council has the authority to overturn decisions made by the Board.
The Council shall hold an annual meeting between January 1 and April 20 and shall otherwise meet if the Chairman of the Board or a majority of the Board members so request. Summons to attend with attached agenda shall be in writing and be sent out a minimum of one month beforehand. Minutes shall be kept at the annual meeting. The Board undertakes to summon the Council for the annual meeting and establish the agenda that shall contain, among other things, the following:

1) Annual Report from the Board
2) Approval of the budget
3) Election of Board members with deputy member
4) Decision on the annual membership fee
5) Decision on admittance of new members
6) Decision on changes in the cooperation agreement
7) Other issues put forward by the Board or sent in by member institutions

Recommendations from the Board shall be included in the summons with attached agenda. In order to be considered, proposals from the members must be supplied in writing to the Board no later than two weeks before the date of the annual meeting.

**Article 7 Majority requirement**
Each member of the Council has one vote. The Council acts on the majority of submitted votes (simple majority). For election of persons, the person elected is the person who receives most votes (relative majority). Decisions regarding changes in these statutes require a majority of 2/3. For decisions to be valid more than 50% of the members have to be present at the meeting.

**Article 8 Authority and duties of the Board**
The Board manages and is responsible for the general administration of the cooperation as well as for the representation of the cooperation related to aims stated in the Agreement. The cooperation is obligated externally by the Board through the signature of the Chairman of the Board or by two Board members from two different universities appointed by the Board. The Board will ensure sound accounts. The accounts and the Board’s report will be presented to the Council at the annual meeting. The Board will manage and ensure that the cooperation is operated in accordance with its aim and regulations.

**Article 9 The constitution of the Board, board meetings, majority issues, etc.**
The Board shall have six members, including chairman. 4 members and 2 deputy members are elected by the Council and 2 members appointed by Peking University. The chairman of the Board and its members are elected for two years at a time. Board meetings are held in accordance with a plan decided by the Board, with additional meetings when the chairman of the Board finds it necessary. A majority vote (simple majority) constitutes a Board decision. In case of an equal number of votes, the vote given by the chairman is decisive. The Board can only take decisions if more than 50% of the board members are present. The Board will keep minutes of the decisions made by the Board.

**Article 10 Dissolution**
To dissolve the Centre decisions by two consecutive Council meetings is required, with at least six months between the two Council meetings. It is also required that both Council meetings decide with at least a 2/3 majority of the total number of council members including the ones that are not present.
When a decision is taken to dissolve the Centre the disposition of the Centre’s assets shall also be decided by the Council.

On behalf of Peking University

Professor Lin Jianhua
Executive Vice-President and Provost

Date: 2009-3-31

On behalf of the European University Centre

Professor Göran Bexell,
Chairman of the European University Centre Council

Date: 2009-03-31