

Guidance for the Guangzhou Joint Research Initiatives

What is the “Guangzhou funding”?

Background

The University of Birmingham and the Guangzhou Municipal Government signed a Collaboration Framework Agreement in September 2011, which covers co-operation in areas of research, education and technology transfer. Under the collaboration agreement, the Guangzhou government would provide funding to a number of high quality joint UoB-Guangzhou research projects each year.

Four assumptions in the Guangzhou business plan steer the priorities of research partnership

- i. be shown to contribute to the economic, social and cultural development of the City through a combination of world-leading research, teaching and knowledge transfer activities delivered in collaboration with local agencies ranging across HE, research, healthcare and industry.
- ii. be based in areas of academic expertise at Birmingham and build our international academic reputation in these disciplines while contributing to our charitable objectives.
- iii. allow the University to explore the possibilities of income generation beyond student recruitment.
- iv. build the capacity and capability of higher education in the City

Nature of the funding

Managed by the Guangzhou Science, Technology and Information Bureau (GZ ST&I) of the Guangzhou Municipal Government, the “Guangzhou funding” aims to encourage research and development collaboration between local organisations (companies, research institutes, universities, etc.) in Guangzhou and the University of Birmingham. It supports technological application and R&D industrialization, in order to enhance Guangzhou’s technology transfer and industrialisation capabilities, and encourage the development of Guangzhou’s strategic new industries¹. Research projects fall into the government priorities are rated favorably.

Requirements

¹ Six industries: New-generation information technology, biology and health, new materials and advanced manufacturing, fashion and design, new energy and environment-projects, new energy vehicles.

- a. The lead applicant must be a legal entity registered in Guangzhou, and the process of industrialisation of the projects must take place in the city, i.e. proof to benefit the local economy.
- b. It is required that the joint research projects should have participation from a Guangzhou industrial partner (preferably led by the industrial partner), which indicates pathway for commercialisation, good market prospects, and technological significance to the industry.
- c. It doesn't support infrastructure projects, pure equipment procurement, or marketing of mature technologies and products.
- d. The PIs should be familiar with this research area, and has been involved in relevant work for over three years.
- e. The lead applicant should provide match funding (at least 1:1 of the government funding), which includes cash and technological/staff input.

Funding Model

A. Funding scale

Government funding for each successful project is set at RMB 2,000,000 (roughly GBP 200,000).

B. Restrictions on funding usage

Because it is a Chinese government fund, there are a number of restrictions how the funding should be spent. For example, the government funding is supposed to be spent in the country and it cannot cover UoB staff costs.

On top of the government fund, the local project lead is required to provide matching fund (in cash or in kind). There are no restrictions as to how the matching fund could be spent as long as it does not violate the corporate guideline of the lead applicant. For example, State-owned enterprise may have difficulties in transferring money outside of the country as the government has regulations against doing so. Therefore, the UoB costs could be covered by the matching fund of the local lead, in which case it is essential to agree the financial arrangement with the local lead.

C. UoB contributions

The UoB contribution to the project would be its staff time costs and technical expertise, but aiming to reimburse the travel costs, costs of disposables and equipment usage (i.e. bench costs) or PhD student fee (if involve education of PhD student) from the Guangzhou funding. As these joint research projects involve non-reimbursable staff time costs, agreement from the head of the college is required.

Governance within UoB

A joint steering group between Guangzhou S&T Bureau and the UoB has been established, led by Vice Mayor of Guangzhou and Vice Chancellor of the UoB, to guide the joint research development. The steering group meeting is held annually and at least two working meetings are held during the year, to review progress of the existing projects and the plan of future projects.

Within UoB, an academic board of China Institute, led by Professor Jon Frampton, Deputy Pro-Vice Chancellor (China), is established to manage the proposals of joint projects for bidding the Guangzhou Funding. Any proposals for the Guangzhou Funding would need to be approved by the Board. The Board will select projects based on the following criteria:

- a. GZ government priorities (which is the first thing GZ ST&I looks at);
- b. UoB strategic plans for development in Guangzhou (Appendix A);
- c. Impact of the project (economic, academic and social impacts);
- d. Benefits to UoB (papers to publish, enhanced student experiences, IP transfer, R&D capabilities, etc.).

The UoB Guangzhou Centre provides local support in Guangzhou, including communication with the China Institute, as well as with the local government/partners.

Where and How to start

Identification of partners

If you don't have a partner in mind, you could do some research on the well-established institutes in the city. A list is provided below for reference. After potential partners are identified, the Guangzhou Centre could provide support in assessing the partner's capability and making initial contacts on your behalf. We often find that strong academic partners can bring in suitable commercial partners.

A. Key universities in Guangzhou:

- ◆ Sun Yat-Sen University: <http://www.sysu.edu.cn/2012/en/index.htm>
- ◆ South China University of Technology: <http://en.scut.edu.cn/>
- ◆ Jinan University: <http://english.jnu.edu.cn/>
- ◆ Guangdong University of Technology: <http://wsc.gdut.edu.cn/channels/47.html>

B. Key research institutes in Guangzhou:

- ◆ Guangdong Research Institutes of Industrial Technologies (Guangzhou Research Institute of Non-ferrous Metals) <http://www.gzrinm.com/wzywsy/>
- ◆ China National Electric Apparatus Research Institute <http://www.geari.com/english/>

- ◆ Affiliated research institutes of the Chinese Academy of Sciences in Guangzhou <http://english.cas.cn/CASI/In/branch/guangzhou/>

C. Industrial Partners

The Centre would be able to identify, conduct due diligence on potential industrial partners.

Communication with Guangzhou partners

In order to make the applications strong both technically and financially, thorough communication with Guangzhou partners is essential. We advise to include the following areas in your discussion:

- a. Showcase UoB expertise in the particular research area (any successful cases of R&D and industrialisation cases in this area, any IPs) and international position in this area;
- b. Understand expectations of each partner (esp. the commercial partners);
- c. Discuss the model of collaboration, for instance, roles and responsibilities, training and education of research staff,
- d. Bear in mind the importance of IP and data protection (confidentiality agreement to be signed before giving out technical details);
- e. Assess the benefits to UoB including non financial and financial.

How to apply?

A. The internal process in UoB before formal application:

- Inform the Guangzhou Centre on your interests of proposing a joint research project, and support on due-diligence check on the local partner if already has one. (by October each year)
- Work out the role and responsibilities of each party
- Conduct financial estimate on UoB costs in the project, including travel cost, bench cost, staff cost, etc.
- Provide a project summary (template: Appendix B)
- Obtain agreement from the head of the college on UoB contribution in staff time.
- Obtain approval from the China Institute by early January each year.

B. The formal application process:

- Before early January each year – summary of project proposal submitted to Guangzhou S&T Bureau through the UoB Guangzhou Centre
- Before end of February – discussion on Memorandum of Agreement (non legal-binding) (Appendix C) and agreement with local partners on the financial model
- Early March – Application document drafted for discussion
- Early March – release of the call by Guangzhou S&T Bureau

- March – the Guangzhou partner(s) prepares the application documents with support from the UoB research team
- Before Mid-March – MoA is finalized and signed by both sides
- Mid April– Submission of applications to Guangzhou S&T Bureau
- End of April – Initial screening by Guangzhou government on the basis of application document
- Mid May – Panel review and defense discussion organised by ST&I for the Guangzhou partners

C. Document required from the UoB research team

Please note that the bidding documents and the panel defence will all be in Chinese, led by Guangzhou partners. However, UoB academics' involvement in the application process is indispensable as the local partners would be required to present the technology and expertise on behalf of UoB research team. Addition, the following documents need to be provided by the UoB team as part of support document for application.

- ✓ Contribution to part of the application form on details of UoB expertise and strength
- ✓ MoA (templates available, and main contents including research topic and objectives, responsibilities of each party, etc.)
- ✓ Passport copies, academic record (e.g. PhD certificates), and job titles of all member of the UoB research team to be on the project

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Appendix 1

University of Birmingham Centre – Guangzhou, China

Outline of Project Proposal

The University of Birmingham is developing a Collaborative Centre in Guangzhou, in partnership with the Guangzhou Municipality, to maintain a set of projects in research and teaching with local partners.

Any size of project can be put forward as long as it can show benefits to both the university and the partners in China. We need to plan for a long term involvement with Guangzhou and a succession of projects will be important so please consider the follow-on opportunities in your proposal.

*(***Please note that any proposed work will be subject to normal ethical review practices of the University of Birmingham in relation to research and publication)*

PROJECT TITLE	
PROJECT LEADS	
PARTICIPANTS	

OBJECTIVES
<i>(What does the project aim to achieve? How well would it align with the prioritized needs of Guangzhou's scientific, technological and economic development?)</i>
<i>(maximum of 500 words)</i>

DESCRIPTION
<i>A short description of the project including:</i> <ul style="list-style-type: none">- <i>Background</i>- <i>Rational (why we do it and what impact it might produce)</i>- <i>Project structure and organisation</i>- <i>A breakdown of main tasks between each participant party</i> <i>(maximum of 700 words)</i>
KEY DELIVERABLES
<i>Intended outputs of the project with reference to the following:</i>

- Possible scientific, social and economic impact of the proposed project on Guangzhou and China
- Areas of expertise from each participant party relevant to the proposed project
- Benefit the partnership will bring to the local partner institution(s)

(maximum of 500 words)

Intellectual Property

State any background IP brought by parties; state if any new IP is likely to be generated and arrangements for management of this

(maximum of 300 words)

TIMETABLE - MILESTONES

Duration of the proposed project and its timetable including any milestone events

(maximum of 200 words)

COST ESTIMATION

Provide an estimation of the cost required for the project, including:

- Amount of funding sought from Guangzhou Municipal Government
- Possible financial contribution, cash and/or in kind, from each participating party (use FEC for estimation of UoB in kind contributions)
- Any other potential funding sources (if possible)

(maximum of 200 words)

Appendix 2

International Cooperation Project of Guangzhou Science and Technology Program Scientific Research Collaboration Agreement

Project Name:

Duration of Project:

Party A:

Led by:

Party B: The University of Birmingham, Edgbaston, Birmingham, UK B15 2TT Led by

Led by:

Each of the above a Party and together referred to as the Parties

In accordance with the principles of sincere collaboration, both parties voluntarily enter the following agreement regarding all the issues of project application and implementation process:

1. Project's range of application

- 1) This agreement only covers issues regarding the joint application and implementation of the project “???” (the Project).
- 2) This agreement sets out the basic principles the Parties have provisionally agreed subject to a legally binding contract for the Parties to develop and perform the Project.
- 3) During the term of this agreement the Parties will collaborate in good faith with each other.
- 4) It is intended that a research collaboration agreement or such other formal legally binding agreement as agreed between the Parties (a ‘Formal Agreement’) will supersede this agreement in the event that the Project is successfully funded.

2. Project's research content and Parties' responsibilities

The Project includes the following parts:

- 1)
- 2)
- 3)

The Project aims to achieve the following outcomes:

- 1)
- 2)
- 3)

Both Parties have made an agreement on the split of responsibilities as followed:

Party A:

Party B:

3. Sources of funding

- 1) Party A will apply for RMB from Bureau of Science and Information Technology of Guangzhou Municipal Government (GMG). The fund awarded will be administered by the finance department of Party A in compliance with the approved budget and Party A will be responsible for ensuring all contractual obligations to the GMG are met should the Project proposal be successful.
- 2) Each Party agrees to meet its own costs incurred in the preparation and development of the Project proposal.

4. Ownership and sharing of research results

- 1) All intellectual property controlled or owned by any Party prior to the date of commencement of this or any Project related agreement shall remain the property of the Party introducing the same or its licensors, as applicable.
- 2) According to the responsibilities of both Parties (complying with the regulations of Project application and Project contract with the fund providing government), the ownership, intellectual property and related product's property rights and profit of the research results, which was carried out independently within individual party's scope of work, belong to this individual party. On the other hand, if the results are completed in collaboration, the Parties jointly own the results of the ownership, intellectual property and related product's property rights and profit, the ratio of specific size in accordance with the contribution of Parties by the collaboration should be decided through mutual consultation.
- 3) The Parties shall be granted a world-wide, non-exclusive, non-transferable, perpetual and irrevocable, royalty- free licence to use and license such Foreground IP for any non-commercial purpose.
- 4) The Parties shall be permitted to publish the results of the Project in accordance with normal academic practice. Each Party will provide a draft of all intended

publications in advance of publication, to the other Party to review for the possible inclusion of any Confidential Information. A Party shall have 28 days, after the receipt of the draft to request in writing the delay or amendment of such proposed publication on the grounds that there is subject matter which needs patent protection or similar protection or to prevent publication of any Confidential Information. If both Parties jointly contribute to the process of the research paper, the author rankings shall be arranged through mutual consultation.

- 5) All Project-relating publications and result declaration must be specified with awarded Project fund, including the Project name and Project number.

5. Confidentiality agreement

- 1) Each Party has made a promise to one another that under no circumstances was it allowed to directly or indirectly release commercial and technological information of the other Party to a third party .
- 2) If needed, all the undisclosed Project-relating technological information and data or those which are not supposed to be released, should be kept concealed by both Parties. Unless being authorized or with written authorization by one Party, the other Party should not release the context to any other institutions and/or individuals.
- 3) Notwithstanding the above a Party may disclose the information if it is required by applicable law or court order or by any Party's regulatory body, which is empowered by Statute or Statutory Instrument, but only to the extent of such disclosure and the Receiving Party shall notify the Disclosing Party promptly of any such request.
- 4) Notwithstanding the termination or invalidation of the agreement due to any kind of unforeseen reasons, this confidentiality agreement remains effective for a period of 5 years so that both Parties are obliged to comply with this confidentiality agreement.

6. Breach duty

- 1) **Unless and until a Formal Agreement is approved and executed between the Parties then the clauses herewith** are not intended to and shall not create any legal obligations between the Parties and there is no legal obligation on either Party to enter into a Formal Agreement.
- 2) Notwithstanding the above Clause 5 is intended to be legally binding and to create obligations between the Parties with immediate effect.

7) Miscellaneous issues

- 1) This agreement is written in English and Chinese. After the signature and stamping of Party A and signature of Party B, this agreement is announced to take effect.

- 2) Any form of unforeseen disagreement initiated or produced by this agreement, are to be resolved via friendly and sensible negotiation between the Parties.
- 3) This Memorandum and all matters arising from it and any dispute resolutions shall be governed by and construed in accordance with Chinese law notwithstanding the conflict of law provisions and other mandatory legal provisions.
- 4) Five copies of the agreement shall be distributed to all Parties, with each Party holding two of said copies, one copy shall be used for Project application.

Signature of (Party A) leader:

Signature of UoB (Party B) leader:

Stamp

Date:

Date: