

**Mitteilungen der  
Justus-Liebig-Universität Gießen**

Ausgabe vom  
**18.09.2018**

**5.42.00 Nr. 7**  
Kooperationsabkommen Tibet University, Tibet/China

**Renewed Research Collaboration Agreement  
Tibet University, China  
&  
Justus Liebig University Giessen, Germany**

Party A: Tibet University

Address: No. 10 East Zangda Road, Chengguan District, Lhasa, Tibet Autonomous Region, China, Post Code 850000

Legal Representative: Ji Jianzhou, President

Party B: Justus Liebig University (JLU) of Giessen

Address: 23 Ludwig Street (Ludwigstrasse), Giessen, Germany, Zip code 35390

Legal Representative: Joybrato Mukherjee, President

Tibet University was founded in 1975. It is established as a legitimate public institution of education and scientific research under the law of People's Republic of China with legal capacity and commitment.

Justus Liebig University Giessen, Germany (hereinafter: the University of Giessen, Germany) is a corporation under public law with legal capacity and at the same time a state institution which was founded in 1607 and is dedicated to research and education.

Since the establishment of the cooperation between Tibet University and University of Giessen in 2012, with collaborative efforts, considerable progress has been made in science research, academic exchange, personnel training, etc. Through the collaboration, friendship and mutual trust have been deepened between the two parties.

According to the willingness of both parties, after several times of discussion, we agreed to renew the cooperation agreement based on the achievements of first round cooperation. We agreed to continue our joint research on high altitude pulmonary hypertension among Tibetans (on molecular mechanism and animal model) and have reached an agreement as following:

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## 1. Agreement content

(1) In order to obtain relative data, build animal model, and verify gene function, the two parties will continue the epidemiological study on high altitude pulmonary hypertension among Tibetan population in high altitude areas.

(2) The two parties will jointly apply for Sino-German cooperation funding from the National Natural Science Foundation of the Sino-German Center.

The two parties plan to apply for funding to carry out integrated high altitude pulmonary hypertension research projects.

(3) The two parties should meet the concerns and needs of each other within the scope of the law, so as to achieve complementarities of advantages and mutual benefit.

## 2. Rights and responsibilities

(1) Party A

- a) Party A will take the lead and be responsible for the overall cooperation and project implementation, and be responsible for coordinating relevant matters in the process of cooperation.
- b) Party A will be responsible for the survey and sample collection of high altitude pulmonary hypertension patients in high altitude areas of Tibet.
- c) Party A will be responsible for submitting applications and getting approval for our international science research cooperation from Human Genetic Resources Management Office, Ministry of Science and Technology, People's Republic of China.

(2) Party B

- a) Party B will be responsible for sending experts to supervise staffs of Party A in identifying suspected patients of pulmonary hypertension and providing training in specific skills on site.
- b) According to the demand, Party B will train talents for Party A.

(3) Party A and B

- a) Party A and Party B will take the responsibility jointly for project design.
- b) Party A and Party B will take the responsibility jointly for analyzing data obtained from those identified high altitude pulmonary hypertension patients and drafting papers.
- c) The two parties build together an animal model for the relevant gene of high altitude pulmonary hypertension.

## 3. Intellectual property ownership

The data obtained through this collaborative project and the intellectual property rights of the results shall be shared by both parties. Orders of authorship of intellectual properties and patent applications generated by using data from last and this new round of cooperation should be determined by the amount of work and contributions made by each individual/institute from both parties, and will be jointly agreed upon on a project-by-project basis beforehand.

#### 4. Specifically agreed

- a) The second round of cooperation will be limited in study of high altitude pulmonary hypertension, thus, data and information generated through this collaborative project are limited to studies in the field of high altitude pulmonary hypertension. Any use of the data and information to conduct other studies or activities requires a written consent from the respective other side, otherwise it is considered as non-compliance. The non-breaching party shall have the right to rescind this agreement and claim liability to the breaching party in accordance with law.
- b) Exchange of data generated from this study must follow the relevant regulations and provisions of the "Interim Measures for the Management of Human Genetic Resources of the People's Republic of China".

#### 5. Implementation

- a) In order to ensure the smooth implementation of the project, a project steering committee will be set up with a balanced number of representatives from each institution. Each party recommends one coordinator to ensure the management and implementation of the project.
- b) Both parties will cooperate and provide facilities for the other party to carry out research, training and academic exchanges provided the availability of respective funding.
- c) During the implementation of the project, researchers from both parties are invited to attend the international or regional academic conferences hosted by the other party (contractors) provided the availability of respective funding.
- d) After the agreement is signed off, the two parties will cooperate to determine the detailed project implementation plan.

#### 6. Validity, term, and termination of the agreement

- a) This agreement shall be valid for three years and shall come into force once getting approval from Human Genetic Resources Management Office of China.
- b) In the case of intended termination of the agreement, either party should submit a written application to the other party 90 days in advance.
- c) Where a party exists in the case of article (4)-a, the non-breaching party shall have the right to terminate this agreement immediately.

#### 7. Settlement of disputes

This collaboration agreement is an expression of goodwill on both sides. Problems that might arise due to interpretation, fulfillment or further development of the agreement, shall be solved by mutual agreement.

#### 8. Others

- a) In the event of any Force Majeure that results in failure of completion of the collaboration or in damages to the results of the collaboration, neither party shall be held responsible for such failure or damages.
- b) This agreement is made in two copies (in English), each party holds one copy.
- c) Matters not covered herein shall be settled by the two parties through negotiation. Inkrafttreten

Prof. Ji Jianzhou  
President  
Tibet University, China

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Prof. Dr. Joybrato Mukherjee  
President  
Justus Liebig University Giessen, Germany  
04.08.2018