



OF
AGREEMENT BETWEEN CONFUCIUS
INSTITUTE HEADQUARTERS OF CHINA
AND
UNIVERSITY OF HULL, UNITED KINGDOM
ON THE ESTABLISHMENT OF
CONFUCIUS INSTITUTE AT UNIVERSITY OF HULL

In order to strengthen educational cooperation between China and United Kingdom, support and promote the development of Chinese language education, and increase mutual understanding among people in China and in United Kingdom, according to the *Constitution and By-laws of Confucius Institutes*, the Confucius Institute Headquarters of China, of No. 129 Deshengmenwai Street, Xicheng District, Beijing, 100088, China (the Headquarters) and University of Hull, of Cottingham Road, Hull HU7 6RX United Kingdom (University of Hull), for the establishment of Confucius Institute at University of Hull (the Institute), hereby agree as follows:

Article 1 Purpose

The purpose of this agreement is to identify the rights and responsibilities of the Headquarters and University of Hull in the establishment and management of the Institute.

Article 2 Character

The Institute shall be a non-profit educational institution.

Article 3 Executive Institution

University of Hull is desirous of collaborating with China Tianjin Normal University of No. 393 Binshui West Avenue, Xiqing District, Tianjin, 300087, China (Tianjin Normal University). The Headquarters will authorize and appoint the Tianjin Normal University as the Chinese executive institution to construct the *Institute* with the University of Hull. The University of Hull and Tianjin Normal University will sign a supplementary agreement setting out the details of their cooperation. The supplementary agreement should be audited by the Headquarters before signing.

The Institute must be launched within one year after this agreement is signed.

Article 4 Scope of Activities

The Institute can carry out the following activities according to the Constitution and By-laws, and local instance:

1. Teaching Chinese language and providing Chinese language teaching resources;
2. Training Chinese language instructors;
3. Holding the HSK examination (Chinese Proficiency Test) and tests for the Certification of the Chinese Language Teachers;
4. Providing information and consultative services concerning China's education, culture, and so forth;
5. Conducting language and cultural exchange activities;
6. Other activities with authorization and by appointment of the Headquarters.

Article 5 Organization

1. The Institute shall adopt a Director Responsibility System under the

leadership of the Board of Directors.

2. The Board of Directors is formed with members nominated from two parties, and its duties include: formulating and amending the Constitution of the Institute; formulating development plans for the Institute; decision-making on the significant issues including teaching, research and management; fund raising; appointing and dismissing the director of the Institute; examining and approving the budget proposal and final financial accounts of the Institute; reporting to the two parties on the management status and significant issues.

3. Two collaborating parties appoint one director respectively.

4. The Institute must accept the assessment of the Headquarters on the teaching quality.

5. The Institute activities must be in accordance with the Constitution and By-laws, respect relevant cultural customs, and shall not contravene any applicable laws and regulations.

6. The Institute draws up annual budget proposals and final financial accounts independently. University of Hull will be in charge of its daily operation and management. It should finally assume the sole responsibility for its profits or losses by charging language course fees and other programs.

Article 6 Obligations

1. The obligations of the Headquarters:

(1) To authorize the use of the title “Confucius Institute”, logos and institute emblems.

(2) To provide teaching materials, coursewares and other books as necessary, to authorize the use of online courses. To provide 3,000 volumes of Chinese books, teaching materials, and audio-visual materials for the first time.

(3) To provide \$150,000 start-up fund, and provide a set amount of annual fund according to needs.

(4) To send numbers of Chinese instructors based on the requirements of teaching, and pay for their air fares and salaries.

2. The obligations of University of Hull

(1) To provide a fixed office place and appropriate sites for teaching and other activities of the Confucius Institute; equipped with office and teaching facilities, and with responsibility for the setting, management and maintenance.

(2) To provide necessary administrative personnel (full time or part-time) and provide the related payment; to provide necessary working facilities and life conveniences for the Chinese instructors.

(3) To assist the Chinese party on the visa application and residence procedures.

(4) To open the special account for the Institute in the local Bank of China or other bank approved by the Headquarters.

(5) To provide a set amount of annual fund, which should not be less than the amount provided by the Headquarters.

Article 7 Intellectual Property

The Headquarters exclusively owns the title of “The Confucius Institute”, its related logo, and emblem as its exclusive intellectual property. University of Hull cannot continue applying or transfer the title, logo, and emblem in any form, either directly or indirectly, after this agreement has been terminated.

The intellectual property in any programme delivered at the Institute must belong or be properly licensed to either the Headquarters or the University of Hull or Tianjin Normal University or a combination of

them and the party or parties to whom it belongs or is licensed shall be deemed to have granted a non-exclusive royalty free licence to the others to use it for the purposes of this Agreement and no other purpose.

In the event of any dispute, the parties should use their best endeavours to resolve it through mutual goodwill or submit to the jurisdiction of the appropriate Court.

Article 8 Revision

With the consent of both parties, this Agreement may be revised during its term and any revisions will be made in writing, both in English and Chinese, and will take effect as signed by authorized representatives of the parties.

Article 9 Term

The Agreement shall be in effect on the date when the parties sign below. The Agreement shall have a period of 5-year validity. Either party, if it wishes to terminate the Agreement must notify the other in writing during the 90 days before the end of the 5 year term, otherwise it will automatically be extended for another 5 years.

Article 10 Force Majeure

Parties hereto will be released from their obligations under this agreement in the event of a national emergency, war, prohibitive government regulation or any other cause beyond the control of the parties hereto that renders the performance of this agreement impossible. In the event of such circumstance, the party under the situation shall inform the other party in writing that the program may be delayed or terminated, and duly take the effective measures to mitigate the loss of the other party.

Article 11 Termination

Other than as provided in Article 9, this Agreement may be terminated in one of the following cases:

1. Either party gives the other at *least six months* written notice of their intention to terminate.
2. The parties *agree to terminate* at the expiration of the term.
3. One party is in breach of a condition of the Agreement where the breach is such that the anticipated aim of the Agreement can no longer be achieved.
4. If the act of one party severely harms the image and reputation of the other party.
5. The Agreement cannot continue due to a force majeure event.

The termination of the Agreement will not affect any other agreement, contract or program between the two parties.

If the Agreement is terminated, University of Hull should make appropriate arrangements to ensure that (i) any enrolled students can complete their studies and (ii) any other work can be completed.

Article 12 Dispute Settlement

In the event of a dispute, the parties should use their best endeavours to resolve any dispute through mutual goodwill or submit to the jurisdiction of the appropriate Court.

Article 13 Other Terms

The parties to this Agreement will treat this Agreement as confidential and will not, without prior written consent, publish, release or disclose or permit supplied to, obtained by, or which comes to the knowledge of each parties as a result of this agreement except insofar as such publication, release or disclosure is necessary to enable each party to fulfill their

obligations under this Agreement.

Other matters not settled by this Agreement shall be solved through friendly, cooperative negotiations between the parties.

The undersigned are duly authorized to execute this Agreement.

This Agreement is written in Chinese and in English. Each party shall keep one copy in Chinese and one copy in English of the signed Agreement. The Agreement, in both languages, is intended to have the same effect.



Confucius Institute
Headquarters (HANBAN)
Chief Executive

University of Hull
Vice-Chancellor

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Professor Calie Pistorius

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日期: 27 April 20/S

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