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IMPLEMENTATION AGREEMENT

BETWEEN

UNIVERSITY OF HULL

AND

TIANJIN NORMAL UNIVERSITY

FOR THE ESTABLISHMENT OF THE CONFUCIUS INSTITUTE AT UNIVERSITY OF HULL

(An Implementation Agreement further to the Agreement between Confucius Institute Headquarters, China, and University of Hull, United Kingdom, for the establishment of the Confucius Institute at University of Hull, dated 27 April 2015, inclusive of the letter of the Office of the Vice Chancellor of the University of Hull, dated 31 March 2015.)

THIS AGREEMENT is dated

29
January
2016

THE UNIVERSITY OF HULL, a higher education institution and body corporate established by Royal Charter whose principal offices are at Cottingham Road, Hull, HU6 7RX ("UoH")

and

TIANJIN NORMAL UNIVERSITY, a higher education institution in the People's Republic of China, whose address is 393 Binshuixidao Street, Xiqing District, Tianjin, China People's Republic of China ("TNU")

{hereinafter referred to individually as a **"Party"** and collectively as the **"Parties"**}.

BACKGROUND

(1) This is an implementation agreement further to an agreement between UoH and the Headquarters {defined below} dated 27 April 2015, and a letter by UoH dated 31 March 2015 varying certain terms of the agreement (this agreement and such letter together being the **"CIUH Establishment Agreement"**) to establish the Confucius Institute at the University of Hull.

(2) This agreement sets out the terms and conditions on which TNU and UoH will work together to operate and achieve the sustainable development of the Confucius Institute at University of Hull.

IT IS AGREED as follows:-

1. DEFINITIONS

1.1 In this Agreement the following terms shall have the following meanings unless otherwise expressly provided or unless the context requires otherwise:

"Academic Year" means 1 August to 31 July

"Background Intellectual Property" means any and all Intellectual Property Rights, information, techniques, software and/or materials (regardless of the form or medium in which they are disclosed or stored) relating to the Programme in existence and owned by or licensed by any Party as at the date of this Agreement which are made available for the purposes of any of the Programme or otherwise in connection with the performance of a Party's obligations under this Agreement, or arising during the term of this Agreement but entirely independently of the delivery of any of the Programmes;

"Board of Advisors" and "Board" means a board formed for the purposes of advising and formulating arrangements for CIUH as set out in this agreement, as further described in Schedule 1, and to comprise appropriate members from TNU and UoH as set

out in Schedule 1;

"Budget"	means the budget agreed between the Parties for the set up and operational costs of CIUH as set out in Schedule 5 (as subsequently amended from time to time);
"Business Day"	means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
"Commencement"	means the date stated at the beginning of this Agreement;
"Co-director"	means a co-director of CIUH appointed pursuant to Article 4 and Schedule 1 of this Agreement;
"Derivative Work"	means the director of CIUH appointed pursuant to Article 4 and Schedule 1 of this Agreement;
"Director"	means any work created or developed in connection with the Programmes or otherwise in connection with the performance of a Party's obligations under this Agreement which is based upon one or more pre-existing works, such as a revision, modification, translation, abridgement, condensation, expansion, collection, compilation or any other form in which such pre-existing works may be recast, transformed, adapted or improved, and, with respect to each of the above, the preparation and/or use of which, in the absence of this Agreement or other authorisation from the owner, would constitute infringement under applicable law;
"FOIA"	the Freedom of Information Act 2000, and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;
"Foreground Intellectual Property"	means any Intellectual Property Rights created or developed by or on behalf of the Parties which is a Derivative Work of any of a Party's Background Intellectual Property Rights or is otherwise created or developed by a Party after the date of this Agreement in connection with the performance of its obligations hereunder;
"General Manager"	means the general manager of CIUH appointed pursuant to Article 4 and Schedule 1 of this Agreement;
"Headquarters"	means the Confucius Institute Headquarters of China, No. 129 Deshengmenwai Street, Xicheng District, Beijing, 100088, China
"Headquarter Constitution and By-Laws"	means the constitution and by-laws of the Headquarters as set out at http://english.hanban.org/node_7880.htm (as amended from time to time);
"Hull Confucius Institute"	and means the Confucius Institute at UoH established pursuant to the CIUH Establishment Agreement, whose status is further described in Article 2;
"Intellectual Property Rights"	all intellectual and industrial property rights including patents, know-how, registered trade marks, registered designs, models, copyright (whether in drawings, plans, specifications, designs and computer software or otherwise), applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trade marks, rights to prevent passing off for unfair competition and copyright, database rights, topography rights, domain names and any other invention, discovery or process, in each case in the CIUH Implementation Agreement- 14.01.16

	United Kingdom and all other countries in the world and together with all renewals and extensions;
'Mark(s))"	means together the UoH Marks and TNU Marks;
"Partici pant's) "	means any-one who registers for a Programme pursuant to UoH's usual enrolment procedures and such other entry requirements as may be determined by UoH from time to time;
	Means use for the carrying out of the obligations for the operation and development of CIUH as set out in this Agreement;
"Permit ted Use"	means a programme agreed by the Parties to be delivered by CiUH and included in Schedule 4 (as subsequently amended from time to time);
	means the rooms provided at the Site in accordance with clause 8;
"Progra mme"	means the whole of the UoH site at University of Hull, Cottingham Road, Hull, HU6 7RX
	means all forms of taxation and statutory, governmental, local or government charges, duties, imposts, contributions, levies, withholdings or liabilities wherever chargeable and whether of the UK or any other jurisdiction; and any penalty, fine, surcharge, interest, charges or costs relating thereto;
"Proper ty"	means the name "Tianjin Normal University" together with the logos incorporating the names and any other trade name or mark owned by TNU from time to time;
"Site"	means the charter, statutes, regulations and ordinances and other such relevant guidelines and codes of the UoH (as amended from time to time; and
"Tax"	means the marks listed in Schedule 2;
"TNUM arks"	<p>1.2 Any reference to a specific TNU or UoH procedure or regulation or published document under this Agreement shall automatically include any amendments to or any additions to or any replacements of such procedures, regulations or documents at any time during this Agreement.</p> <p>1.3 Words which have a plural or singular meaning shall be taken as either where the context permits.</p>
"UoH Rules"	<p>1.4 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.</p> <p>2. ESTABUSHMENT OF CONFUCIUS INSTITUTE AT UNIVERSITY OF HULL</p>
'UoH Marks"	<p>2.1 The Parties recognise that CIUH is not a separate legal entity in its own right, but will operate as an independent Institute of UoH led by a Board, and where obligations are placed on CIUH in this Agreement, they are obligations of UoH.</p> <p>2.2 Subject to the terms of this Agreement, in particular the Budget, the Parties will work together to ensure that HC1 delivers the following functions gradually:-</p>

- 2.2.1 To offer the Chinese language and cultural Programmes to Participants on and off campus^The fees for such Programmes will be paid by the Participants to the UoH for and on behalf of CIUH;
- 2.2.2 To jointly establish a PGCE programme for teachers of the Chinese language. The PGCE programme will >
- (a) be governed by the terms of a separate agreement and will be subject to UoH's usual accreditation, validation and quality assurance procedures; and
 - {b) be branded under the name of CIUH in a spirit of reciprocity, and making it accessible to as wide an audience as possible;
- 2.2.3 To jointly establish the HSK Examination TNU programme. The HSK Examination TNU programme will-
- (a) be governed by the terms of a separate agreement and will be subject to UoH's usual accreditation, validation and quality assurance procedures;
 - (b) be subject to HSK in China's usual approval procedures for such a programme;
- 2.2.4 To carry out business Chinese courses. Such courses will be>
- (a) bespoke courses delivered at UoH's sole discretion;
 - (b) for businesses and be wider than language courses and include doing business in China, behaviour, protocol, and similar matters; and
 - (c) provided at such cost as may be agreed between UoH and the business;
- 2.2.5 To hold a series of ad hoc Chinese culture promotion activities as determined by the UoH from time to time. Such activities may be related to the City of Culture 2017;
- 2.2.6 To hold a series of lectures on Chinese language, culture, history, politics and society. This will be a regular series of cross-discipline lectures and may involve visiting Chinese academics from TNU delivering such lectures;
- 2.2.7 To provide advice to Participants who are planning a period of study in China through any outward mobility programmes of UoH. Such outward mobility programmes will be governed by a separate agreement and will be subject to UoH's usual accreditation, validation and quality assurance procedures;
- 2.2.8 To hold seminars and workshops about the training of local teachers of Chinese, at selected UK and European universities;
- 2.2.9 To facilitate the exchange of faculty members and research scholars and the exchange of students in similar degree programmes as requested by faculties of both UoH and TNU and as subsequently agreed by the Parties from time to time;
- 2.2.10 To facilitate the research exchange activities in alt disciplines. Such research exchange activities will be governed by a separate agreement and will be subject to UoH's usual accreditation, validation and quality assurance procedures; and
- 2.2.11 To be the overseas internship base for Masters Degree of Teaching Chinese to Speakers of Other Languages (MTCSOL) students from TNU. Such internship programme will be governed by a separate agreement and will be subject to UoH's usual accreditation, validation and quality assurance procedures and may be linked as an exchange programme which reciprocates UoH Chinese degree interns going to TNU.
- 2.3 The assessment of the teaching quality of the language programmes taught directly and solely by CIUH will be undertaken by Headquarters. Such assessment will not extend to or contribute in any way to credit bearing programmes taught by UoH that fall under the scrutiny of the UK

Quality Assurance Agency or similar regulatory bodies.

3. BOARD OF ADVISORS

- 3.1 The parties shall establish and operate a Board of Advisors with its roles and responsibilities as further set out in this Article and in Schedule 1 of this Agreement.
- 3.2 The Board of Advisors shall comprise a minimum of 2 persons and no more than 12 persons made up of an equal number of persons appointed by each Party.
- 3.3 The post of Chair shall be held by a person appointed alternatively by UoH and TNU. Each Chair shall hold the post for a one year period. The first Chair shall be a chair appointed by UoH. The Chair shall not as of right and by virtue of their position of Chair have a second or casting vote

4. OFFICE OF THE DIRECTOR

- 4.1 Promptly following the Commencement Date, the Board shall:-
 - 4.1.1 confirm the appointment of a Director on the recommendation of UoH with such Director to be a secondee from UoH;
 - 4.1.2 confirm the appointment of a General Manager on the recommendation of UoH with such General Manager to be a secondee from UoH
 - 4.1.3 confirm the appointment of a Co-director on the recommendation of TNU and the approval of Headquarterswith the Director, General Manager and Co-director being such individuals as identified by each Party as being key to the success of the implementation and/or operation of CIUH.
- 4.2 The role descriptions of the Director, General Manager and Co-director set out in Part 1 of Schedule 3.
- 4.3 The Director and Co-director shall have the authority, subject to the financial limit in Article 7.4, to commit development resources for CIUH and direct activities and attend meetings as necessary in order to operate and develop CIUH.
- 4.4 The Director and Co-director shall meet at least once every quarter to discuss the operation and development of CIUH. The meetings shall take place at the times and places agreed by the Director and Co-director and may take place in person, by telephone or such other electronic means. Such meetings shall be minuted and copies of those minutes shall be circulated to each of the parties and the Board.
- 4.5 The Director, General Manager and Co-director shall continue to be employed by the UoH and TNU respectively.
- 4.6 The Director, General Manager, and Co-director shall report to UoH and TNU respectively and to the Board as appropriate.
- 4.7 The Director, General Manager and Co-director shall be supported by administrative and supporting staff to assist the Director with the daily management of CIUH affairs. Such administrative and supporting staff will be employed by UoH and be a dedicated resource to HCI.

5. RESPONSIBILITIES OF TIANJIN NORMAL UNIVERSITY

- 5.1 TNU agrees to perform its obligations under this Agreement in accordance with the terms and conditions of this Agreement and in accordance with the Budget.
- 5.2 TNU shall:-
 - 5.2.1 provide at least one teacher of Chinese language and culture (whose role is set out in Part 2 of Schedule 2) to CIUH each;

- 5.2.2 be responsible for all accommodation, salary and stipends costs in respect of all teachers of Chinese language and culture supplied by it;
- 5.2.3 provide textbooks, reference materials, and audio-visual materials as required for the Programmes by Headquarters;
- 5.2.4 be responsible for arranging transfers to and from a local airport for UoH staff working with CIUH;
- 5.2.5 to receive the students study group from CIUH ("**Student Visit**") and approved by Headquarters. The provision of such Student Visits will be governed by the same agreement as referred to in Article 2.2.10 pursuant to which TNU shall be responsible for the health and safety and general wellbeing of UoH and CIUH staff and students visiting China and make adequate provision for them for the duration of their visit;

The expenses incurred by both Parties during the Student Visit will be covered by CIUH pursuant to Article 7 of this Agreement.

6. RESPONSIBILITIES OF THE UNIVERSITY OF HULL

- 6.1 The UoH agrees to perform its obligations under this Supplementary Agreement in accordance with the terms and conditions of this Supplementary Agreement, and in accordance with the Budget. The activities of UoH in fulfilling its responsibilities under this Agreement, where relevant, are subject to any requirements imposed by the UoH Charter and associated documents.
- 6.2 UoH shall:
 - 6.2.1 provide accommodation and office space with necessary facilities for TNU staff working with HCI at the request of the CIUH and the Director as set out in Part 2 of Schedule 3;
 - 6.2.2 be responsible for the health and safety and general well-being of the Co-director, teachers and volunteer teachers from TNU and make adequate provision for them during their stay, such as arranging transfers to and from a local airport for TNU staff working with CIUH at the request of the UoH and the Director;
 - 6.2.3 undertake the marketing of the Programmes;
 - 6.2.4 manage the academic activities relating to CIUH;

The expenses for the above obligations shall be met from the income of CIUH pursuant to Article 7 of this Agreement.

7. FINANCIAL SUPPORT

- 7.1 The fund of HCI shall consist of five parts:
 - 7.1.1 support from UoH;
 - 7.1.2 support from TNU;
 - 7.1.3 support from Headquarters pursuant to the CtUH Establishment Agreement;
 - 7.1.4 tuition fees from the Programmes; and

- 7.1.5 donations and sponsorship.
- 7.2 UoH should submit for and on behalf of CIUH, a yearly budget report and yearly settlement report in respect of each calendar year to the Headquarters and TNU by the 31 March of the following calendar year.
- 7.3 Income generated from CIUH shall be used by UoH to support the operation and development of HCI only.
- 7.4 Financial expenditure for CIUH:-
- 7.4.1 shall require the signature of both the Director and Co-director as required by Headquarters;
- 7.4.2 above £10,000 shall require the approval of the Board. In the event that financial expenditure of £10,000 is required prior to the next Board meeting, such approval may take the form of Chair or Vice-Chair's action provided that this expenditure is ratified at the next Board meeting.
- 7.5 The UoH shall set up a separate account ledger to record CIUH's financial management. The financial accounting system of HCI should be independent and accept the annual audit from the Headquarters.
- 7.6 Tuition fees payable in respect of the Programme(s) shall be payable to UoH, and accounted for separately in the accounts ledger outlined in Article 7.5.
- 7.7 All payments made to the Parties under this Agreement shall be in pounds sterling or US dollars as appropriate.
- 7.8 TNU shall submit expenses to the UoH for its costs incurred in performing its obligations under this Agreement, where such costs are identified or approved by the Board of Advisors, Director or Co-director as be reasonably necessary for the operation and development of CIUH. TNU shall provide UoH with all necessary substantiating documentation which is reasonably required by UoH to verify the expenses. Expenses not submitted in accordance with this clause shall not be payable by UoH.
- 7.9 The UoH shall pay such expenses within 45 days of the date of receipt by it of (i) the expenses submission or (ii) (if later) documentation substantiating the said invoice in such form as is reasonably required by UoH.
- 7.10 Each Party shall bear its own liability for any Tax chargeable in respect of its participation in the arrangements set out in or under this Agreement (unless expressly otherwise set out) and each Party agrees to indemnify the other Parties in respect of such Tax.

8. LOCATION

- 8.1 UoH will house CIUH in the Property for the Permitted Use for the Term in common with the UoH and all other persons authorised by the UoH together with the right to use such parts of the Site for the purpose of access and egress to the Property as shall from time to time be designated by the UoH for such purpose.

9. USE OF MARKS

- 9.1 Each Party grants a non-exclusive, royalty-free, non-transferable worldwide licence to the other for the duration of this Agreement to use the trademarks, trade names, service marks, service names, brand names, domain names, URLs or logos (each a Mark and together the Marks and collectively the "**Marks**") that are identified in Schedule 2 as may be necessary or appropriate for the purposes of performance by each Party for the marketing of the Joint Programme to prospective Students and solely for such purpose. This licence shall be irrevocable prior to the termination of this Agreement.
- 9.2 Neither Party shall use the Marks in any way which would tend to allow such Mark to become generic, descriptive, misleading or diluted or that would tarnish the good name, goodwill and

reputation of the Party the Mark belongs to. Neither Party shall be obliged to maintain any registrations for the Marks and makes no warranty as to the validity or enforceability of the Marks.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 All Background Intellectual Property is and shall remain the exclusive property of the Party owning it. No licence to use any Background Intellectual Property belonging to the Parties is granted or implied by this Agreement except for the rights expressly granted in this Agreement.
- 10.2 If it becomes necessary to use any of the Background Intellectual Property rights for a Programme, or otherwise in pursuance of the performance of a Party's obligations under this Agreement, the Party owning the Background Intellectual Property will grant a non-exclusive, non-transferable, royalty free licence to the other Party to use it solely for the purposes of a Programme or otherwise in connection with the performance of a Party's obligations under this Agreement, for the duration of this Agreement.
- 10.3 Each Party shall own any Foreground Intellectual Property created by it during its performance of this Agreement and may take such steps as it may decide from time to time, and at its own expense, to register and maintain any protection for any such Foreground Intellectual Property. Where any third Party such as a student or contractor is engaged by either Party to participate in a Programme, that Party will ensure that the student and/or the contractor assign any Intellectual Property Rights they may have in the Programme in order to be able to give effect to the provisions of this Article 10.2.
- 10.4 The Parties agree and acknowledge that all Intellectual Property which may subsist in jointly developed materials shall be owned solely by UoH and to the extent that such Intellectual Property is not vested in UoH, TNU hereby assigns such rights to UoH. UoH shall license such Intellectual Property to TNU on terms to be agreed by the parties.

11. LIMITATION OF LIABILITY

- 11.1 Neither Party excludes or limits liability to the other Party for:
- 11.1.1 fraud or fraudulent misrepresentation;
 - 11.1.2 death or personal injury caused by negligence; or
 - 11.1.3 any matter for which it would be unlawful for the Parties to exclude liability.
- 11.2 Subject to Article 11, neither Party shall in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:
- 11.2.1 any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;
 - 11.2.2 any loss or corruption (whether direct or indirect) of data or information;
 - 11.2.3 loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or
 - 11.2.4 any loss or liability (whether direct or indirect) under or in relation to any other contract.
- 11.3 Article 11.2 shall not prevent claims, which fall within the scope of Article 11.4, for:
- 11.3.1 direct financial losses that are not excluded under any of the categories set out in Article 11.2.1 to Article 11.2.4; or
 - 11.3.2 tangible property or physical damage.
- 11.4 Subject to Article 11, the Parties' total aggregate liability in respect of all claims arising out of or

in connection with this Agreement in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall not exceed £1 million.

12. DATA PROTECTION

Each Party undertakes that it will comply, and will cause its employees, agents and sub-contractors to comply, with the Data Protection Act 1998 and all applicable data protection laws in connection with the performance of its obligations under this agreement.

13. CONFIDENTIALITY

13.1 Each party undertakes that it shall not at any time during this agreement, and for a period of five years after termination of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients of the other party, except as permitted by Article 13.2.

13.2 Each party may disclose the other party's confidential information:

13.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this Article 13; and

13.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

13.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under this agreement.

14. INSURANCE

14.1 Each Party shall procure and maintain, at its own cost, all such insurance cover as would be usual or prudent for a comparable educational institution to maintain including without limitation:

14.1.1 public liability, including coverage for all activities of its staff, including without limitation the visiting professors and students; and

14.1.2 insurance to cover loss or damage to property and equipment.

Such insurance cover to be maintained with a reputable insurer and, on the request of a Party, the other Party shall provide to the other a copy of the certificate(s) of insurance reflecting such coverage. TNU shall notify UoH if at any time any such insurance coverage is suspended, voided, cancelled or reduced in scope or financial limits from that originally effected or otherwise notified to UoH.

15. FREEDOM OF INFORMATION

15.1 TNU acknowledges that UoH is or may be subject to the requirements of the FOIA and/or the Environmental Information Regulations, and TNU shall assist and co-operate with UoH to enable UoH to comply with the information disclosure requirements imposed on them by the FOIA and/or the Environmental Information Regulations as the case may be.

16. ANTI-CORRUPTION

16.1 TNU shall:

- 16.1.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements"), and other current anti bribery and fraud legislation.
 - 16.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - 16.1.3 comply with UoH's ethics, anti-bribery and anti-corruption policies and any relevant industry code on anti-bribery, in each case as UoH or the relevant industry body may update them from time to time ("Relevant Policies");
 - 16.1.4 have and shall maintain in place throughout the term of this agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and Article 16.1.2, and will enforce them where appropriate;
 - 16.1.5 promptly report to UoH any request or demand for any undue financial or other advantage of any kind received by the TNU in connection with the performance of this Agreement; and
 - 16.1.6 upon the request of UoH, certify to UoH in writing signed by an officer of TNU, compliance with this Article 16 by the Party and all persons associated with it under Article 16. TNU shall provide such supporting evidence of compliance as UoH may reasonably request.
- 16.2 TNU shall ensure that any person associated with UoH who is performing services in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the TNU in this Article 16 ("Relevant Terms"). TNU shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to UoH for any breach by such persons of any of the Relevant Terms.
- 16.3 Breach of this Article shall be deemed a Material Breach.
- 16.4 For the purpose of this Article 16, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this Article 16 a person associated with TNU includes any subcontractor of TNU.
17. TERM
- 17.1 Subject to the provisions of Article 18, the Agreement will commence on the Commencement Date and will continue in force for a period of 5 years. Either party, if it wishes to terminate the Agreement must notify the other in writing at least 90 days before the end of the 5 year term otherwise this Agreement will be automatically extended for another 5 years.
18. TERMINATION
- 18.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
- 18.1.1 the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period 30 days after being notified in writing to do so;
 - 18.1.2 the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;

- 18.1.3 if either Party enters into liquidation whether compulsory or voluntary (other than for the purpose of amalgamation or reconstruction) or compounds or enters into a scheme of arrangement for the benefit of its creditors or has a receiver appointed over all or any part of its assets or takes or suffers any similar action in consequence of debt under any jurisdiction; or
- 18.1.4 there is a change of control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010); or
- 18.1.5 the termination of the CIUH Establishment Agreement.

18.2 For the purposes of Article 18.1.1, material breach means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from:

- 18.2.1 a substantial portion of this agreement; or
- 18.2.2 any of the obligations which substantially affect the operation or development of CIUH,

over the term of this agreement. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

19. **CONSEQUENCES OF TERMINATION**

19.1 On termination or expiry of this agreement, the following Articles shall continue in force:

- 19.1.1 Article 11 (Limitation of liability);
- 19.1.2 Article 13 (Confidentiality);
- 19.1.3 Article 20 (Dispute resolution);
- 19.1.4 Article 24 (Governing law); and
- 19.1.5 Article 25 (Jurisdiction).

19.2 Upon termination of this Agreement for any reason no new students shall be admitted to any of the Programme(s). The Parties acknowledge that upon termination, the interests of the students will be paramount and that the Parties will ensure that the students are able to complete the Programmes.

19.3 Upon termination of this Agreement for any reason each Party will:

- 19.3.1 promptly deliver up to the other party's records, documents, and other property pertaining to its obligations under this Agreement which may be in its possession or under its control (including all electronic copies thereof); and
- 19.3.2 promptly remove all of the other Party's Marks from its website and all communications, and press releases; and
- 19.3.3 any licences which have been granted to the other Party pursuant to this Agreement shall terminate.

19.4 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

DISPUTE RESOLUTION

20

- 20.1 Any dispute arising out of or in connection with this Agreement (a "Dispute") shall be referred by a party first to the nominated representatives of each of the parties who shall for thirty (30) days negotiate in good faith for the purposes of resolving such Dispute.
- 20.2 If the Dispute cannot be resolved by the nominated representatives of the parties referred to in 20.1 above, the matter will be referred to a senior executive of each of the parties who shall for thirty (30) days negotiate in good faith for the purposes of resolving such Dispute.
- 20.3 If for any reason, the senior executives unable to resolve the Dispute within the time period referred to in Article 20.2, the matter shall be referred to mediation in accordance with the model procedure of the TNU for Dispute Resolution, London ("CEDR"), with such mediation to be completed within thirty (30) days of the CEDR mediation agreement.
- 20.4 If the Dispute cannot be resolved by mediation, it shall be finally resolved by the courts of England and Wales in accordance with Article 25 of this Agreement.

21. NOTICES

- 21.1 Any notice or other communication under or in connection with this Agreement shall be in writing and shall be delivered personally or sent by pre-paid post or by fax, to the party intended to receive the notice or communication at its address set out above or such other address as that party may specify by notice in writing to the party giving the notice.

22. FORCE MAJEURE

- 22.1 Neither Party shall be liable for failure to perform its obligations under this Agreement, nor be liable to any claim for compensation or damage, nor be deemed to be in breach of this Agreement, if such failure arises from an occurrence or circumstances beyond the reasonable control of that Party, including, without limitation, acts of God, war, terrorism, industrial disputes, fire, flood, tempest and national emergencies.
- 22.2 If a Party affected by such an occurrence causes a delay of three (3) months or more, and if such delay may reasonably be anticipated to continue, then the Parties shall discuss whether the continuation of the Agreement is viable or whether the Agreement should be terminated.
- 22.3 In the event that Article 22 becomes effective, the Parties will use reasonable endeavours so that all Student achievements are properly documented and can be used at a later date for accreditation purposes.

23. GENERAL

- 23.1 Non Assignment Neither Party may assign or transfer any of its rights or obligations under the agreement, without first obtaining the written consent of the other Party.
- 23.2 Language This Agreement is written in both Chinese and English and each language is of equal legal effect, except in respect of matters involving the Headquarter Constitution and By- Laws where the Chinese language will prevail, and in respect of UoH Rules where the English language will prevail. Each party shall keep the two versions for reference.
- 23.3 Entire Agreement
- This Agreement (including the schedules) constitutes the whole agreement and understanding of the parties as to the subject matter of this Agreement and there are no prior or contemporaneous Agreements between the parties with respect to this Agreement.

23.4 No Partnership

Nothing in this Agreement is intended to or will operate to create a partnership or joint venture of any kind between the parties, or to authorise any party to act as agent for any other, and no party will have authority to act in the name or on behalf of or otherwise to bind the other in any

way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

23.5 Variation

No variation or waiver of any of the terms of this Agreement will be binding unless set out in writing, expressed to amend this Agreement and signed by the parties or their duly authorised representatives.

23.6 No Waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

23.7 Third Party Rights

No one other than a party to this agreement shall have any right to enforce any of its terms.

23.8 Counterparts

This Agreement may be executed in any number of counterparts and all the counterparts when taken together will constitute one agreement. Each party may enter into this Agreement by executing a counterpart.

23.9 Severance

If any provision of this Agreement, or any part of a provision of this Agreement, is found to be illegal, invalid or unenforceable the remaining provisions, or the remainder of the provision concerned, will continue in effect.

24. GOVERNING LAW

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

25. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

Signed for and on the behalf of

UNIVERSITY OF HULL

Professor Alan Speight

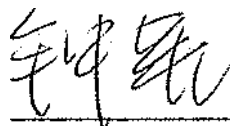
Pro Vice Chancellor (Education)

Signed for and on behalf of

TIANJIN NORMAL UNIVERSITY

Professor Zhong Yinghua

Vice President

A handwritten signature in black ink, appearing to be '钟英华' (Zhong Yinghua), written over a horizontal line.

29 January 2016

29 January 2016

SCHEDULE 1

BOARD OF ADVISORS TO THE HULL CONFUCIUS INSTITUTE

Membership	Chair
	Vice-Chair
	Director
	Co-director
	3 members appointed by TNU
	3 members appointed by UoH
	Such additional members as TNU and UoH may agree to co-opt from time to time
In attendance	General Manager
Chair	The Chair of the Board of Advisors shall rotate every 1 year as between the Parties, with the first Chair being recommended by UoH.
Vice Chair	<p>The Vice Chair of the Board of Advisors shall rotate every 1 year as between the Parties, with the first Chair being recommended by TNU.</p> <p>General Manager</p>
Secretary	<p>The members of the Board shall hold office for three years or for such shorter period as the Board may determine at the time of appointment.</p> <p>Members shall be eligible for re-appointment for a further term of three years up to a maximum in total of two terms of three years provided that:-</p> <p>the Chair and Vice-Chair shall be eligible for a third and final term of three years, up to a maximum term of eight years.</p>
Member's terms of office	

Meetings	The Board will meet at least once each Academic Year, with additional meetings convened as necessary.
Quorum	A meeting of the Board shall be quorate when at least 4 members (being at least one from TNU and UoH) are present whether in person, by telephone or other media.
Voting	A decision on any issue before a meeting of the Board requires the unanimous agreement of all the members present at that meeting. Any issues that cannot be resolved by the unanimous agreement of members of the Board present at that meeting shall be referred for dispute resolution in accordance with Article 20 of this Agreement.
Reports to:	The Board will report to the Headquarters TNU and UoH in such format and at such intervals as requested from time to time.

Terms of Reference The Board is:-

1. to have overall responsibility for the operations and development of CIUH;
2. to confirm the appointment of the Director, General Manager and Co-director of CIUH on the recommendation of UoH or TNU as appropriate in accordance with paragraph 4.1 of the Implementation Agreement
3. to formulate and approve the:-
 - 3.1 programme outlines for the Programmes to be delivered by CIUH
 - 3.2 recruitment plan for Programmes delivered by CIUH
 - 3.3 Budget for CIUH, after formal approval by UoH
 - 3.4 implementation plan for CIUH which such plan to include the following matters:-
 - 3.4.1 the provision of teaching Chinese language and provide Chinese language teaching resources;
 - 3.4.2 the provision of Chinese language instructors;

- 3.4.3 the delivery of the HSK examination (Chinese Proficiency Test) and test for certification of Chinese Language Teachers;
 - 3.4.4 providing information and consultative services concerning China's education, culture and so forth;
 - 3.4.5 other activities with authorisation and appointment of the Headquarters;
- 3.5 to approve CIUH annual plans and financial year statements and to arrange for the Secretary to submit them to the, Headquarters and TNU by the end of May in each year; and
- 4. to support the Director's office in implementing the policies and decisions of the Board, including without limitation, those listed in paragraph 3 above.

SCHEDULE 2 MARKS

UoH Marks

Trade Mark No	Text	Class	Image
UK00001492661 UK00001517516	Hull University	; 09, 16, 25, 41, 42 ■ 36	
UK00001492666 UK00G01517511	The University of	; 09, 16, 25, 41, 42 Hull : 36	
UK00002538062	University of Hull	09, 16, 25, 36, 41, L " 2 .	UNIVERSITY OF HULL

SCHEDULE 3
PART I
ROLE DESCRIPTIONS OF DIRECTOR, GENERAL MANAGER and CO-DIRECTOR

DIRECTOR

- / Working with the Co-director take responsibility for the preparation and presentation to the Board of Advisors for approval of:
 - o the vision and mission statements, strategic plan, and policy statement of the CIUH, amending and developing them each year as required, o annual plans and targets for activities and programmes o the annual budget
 - o annual project plans for teaching and cultural activities s Overall, take responsibility for line managing the staff of the Ci •s Work with the Co-director to identify opportunities for the establishment of Confucius Classrooms in the Humberside Region, and take responsibility for submitting plans and budgets to the Board of Advisors for approval v' Attend the annual Confucius Institutes' Conference in China, the European Regional Conference, and any UK joint conferences and meetings ^ Liaise regularly with officials at the Chinese Consulate General in Manchester and the Chinese Embassy in London who are the points of contact for Ci matters •/ Attend meetings of the Board of Advisors as a full member s Manage a joint UoH/TNU China research group
- ^ Develop and manage other projects which are pertinent and appropriate to the ethos and goals of the CIUH

GENERAL MANAGER

- v' Take responsibility for managing the day to day operations of the CIUH, and line manage the administrative staff
- s Advise and assist the Director to prepare the vision and mission statements, strategic plan, and policy statement of the CIUH
- ^ Advise and assist the Director to prepare annual plans and targets for activities and programmes
- s Take responsibility for managing the day to day finances and budget of the CIUH
- v' Assist the Director to prepare the annual budget, and once approved by the Board of Advisors work with TNU to submit it to Headquarters for approval
- s Take responsibility for devising and managing a marketing plan to promote the services, activities and programmes of the CtUH, liaising with the UoH Department of Marketing and Communications

v' Take responsibility for devising and managing support programmes for local businesses and industry that want to begin working in, or expanding their operations in China v' Assist the Director and Co-director to identify opportunities for the establishment of Confucius Classrooms in the Humberside Region and prepare plans and budgets, and once approved by the Board of Advisors work with TNU to submit them to Headquarters for approval and funding
 ^ Attend the annual Confucius Institutes' Conference in China, the European Regional Conference, and any UK joint conferences and meetings v Liaise regularly with officials at the Chinese Consulate General in Manchester and the Chinese Embassy in London who are the points of contact for CI matters s Manage the secretariat of the Board of Advisors and attend meetings as required

CO-DIRECTOR

/ Work with the Director to prepare the vision and mission statements, strategic plan, policy statement, annual plans and targets for activities and programmes, budget and project plans - paying attention in particular to the needs and requirements of Headquarters s Work with the Director to prepare an annual schedule of language and culture programmes and activities
 s Take responsibility for identifying events in the Chinese cultural calendar that should be celebrated by the CIUH
 v Take responsibility for supervising the CIUH Chinese language teachers, providing appraisals to the Director, TNU, and Headquarters as required v Manage the programme to receive books and artifacts from Headquarters s Manage the HCI library and resources room s Manage an interpretation and translation service
 Arrange Chinese language tuition for staff in the HCI who are not native speakers of Chinese
 ^ Attend meetings of the Board of Advisors as a full member

PART 2
ROLE DESCRIPTIONS OF VISITING TEACHERS OF CHINESE LANGUAGE AND CULTURE

VISITING TEACHERS OF CHINESE LANGUAGE AND CULTURE

^ Assist the Co-director to devise a schedule of programmes to be offered by the CIUH v'
Assist with the preparation of the curricula and content of the various programmes ^ Teach the
programmes offered by the CIUH

[REDACTED]

VOLUNTEER TEACHERS

v' Teach the programmes offered by CIUH as required
^ Assist with the preparation of the curricula and content of the various programmes

[REDACTED]

SCHEDULE 4

HCI PROGRAMMES

- ✓ Chinese language at beginner, intermediate and advanced levels
- ^ Chinese calligraphy, art, and culture seminars and workshops
- ✓ Preparation programme for the HSK examination
- v' PGCE for teachers of Chinese
- ✓ *Doing Business with China* seminars and workshops
- s Demonstrations and talks at local schools
- s Establishment of Chinese Teacher Online Programme
- v" Chinese language to participants off campus
- s Lectures on Chinese language, culture, history, politics and society
- v' Advice to participants who are planning a period of study in China through any outward mobility programmes of UoH
- v' Training of local teachers of Chinese workshops and seminars
- v' Additional activities and events as agreed by the HCI Board of Advisors, Director and Co-director as appropriate

SCHEDULE 5

BUDGET

The initial set-up budget of the HCI shall be as follows:-

	US\$
Staffing	
Renovation	
Furniture	
Equipment	
Cultural items	
Running costs	
Opening ceremony	
Website	
Exchange Activities	
Publicity	
Total	