

4/15/2015

IMPLEMENTATION AGREEMENT
BETWEEN
COVENTRY UNIVERSITY of Priory Street, Coventry, CV1 5FB,
United Kingdom (“CU”)
AND
JIANGXI UNIVERSITY OF FINANCE AND ECONOMICS of
Xialuo, Nanchang, Jiangxi, 330013, People’s Republic of China
(“JUFE”)
Together the “University Partners”
FOR THE DEVELOPMENT OF A CONFUCIUS INSTITUTE

In accordance with the desire to achieve a healthy operation and sustainable development of a contemporary Confucius Institute at CU, and in consideration of the Agreement dated August 25th, 2015 Between Confucius Institute Headquarters (“Headquarters”) and CU For The Establishment of The Confucius Institute At CU, CU and JUFE hereby enter into the following implementation agreement.

I. AIM

The aim of this agreement is to achieve the healthy operation and the

sustainable development of the Confucius Institute at CU.

This agreement is not intended to create a legal partnership between the collaborating institutions

II. MEMBERS OF THE BOARD OF ADVISORS

CHAIR – Vice Chancellor of CU (ex officio)

VICE-CHAIR – President of JUFE (ex officio)

DIRECTORS

- DVC International Development, CU (ex officio)
- VP International Development, JUFE (ex officio)
- Confucius Institute Director, CU (ex officio)
- Confucius Institute Co-Director, JUFE (ex officio)
- In addition four further individuals, two each nominated by CU and JUFE, to represent the interests of the wider academic and wider commercial communities.

III. OBLIGATIONS OF THE BOARD OF ADVISORS

1. To manage the operation of the Confucius Institute on behalf of the Partner Universities.
2. To draft the implementation plan stipulated in ARTICLE 4 of the agreement between Headquarters and CU.
3. To formulate or approve the curricula of the teaching programs

run by the Confucius Institute.

4. To formulate or approve the recruitment plan of all the programs run by the Confucius Institute.
5. To formulate or approve the financial plan of the Confucius Institute.
6. To appoint JUFEC and CU directors of the Confucius Institute.
The CU director shall be a senior member from CU with administrative abilities and significant academic experience, and who has been devoted to the promotion of academic engagement with China, cultural exchange programs and chinese language acquisition, and the establishment of the Confucius Institute. The JUFEC director shall be assigned by JUFEC, and should be qualified in English, Chinese Culture, management and coordination abilities. The directors are responsible to the Board of Advisors.
7. To organize the director's Office so that all the policies and decisions by the Board of Advisors can be carried out. The office consists of Director and one or two secretaries tentatively.

IV. MECHANISM OF THE BOARD OF ADVISORS

1. The Board will meet as a group at least each year, in the

absence of agreed variation the location of the meeting will alternate between Coventry and Nanchang. Additional meetings may be arranged by agreement and they may be physical or virtual. In order for the decisions to be binding at least five members of the Board must be present including the Directors from CU and JUFÉ.

2. Should there be differences of opinion in the Advisory Board decisions will be determined by a majority vote. In the case of equal votes the Chairman shall have the casting vote.
3. The agenda of the meeting will be jointly agreed by the Chair and Vice Chair.
4. Meetings will be serviced by the Secretary to the Board jointly appointed by the Chair and Vice Chair who will circulate papers (in Chinese and English) at least 2 weeks before the meeting and take minutes that will be available in English and Chinese no later than 2 weeks after the meeting.
5. Establishing communication between Chair and Vice-Chair of the Board of Advisors, and between director and co-director.
6. Submitting Confucius Institute's operational and financial year summaries to CU, Headquarters and JUFÉ in May every year.

7. Discussing with Headquarters on the solutions when there are some problems or difficulties in the operation of the Confucius Institute.

V. SUPPLEMENTARY CLAUSES

RESPONSIBILITIES OF JUFE

1. To provide visiting scholars/instructors on Chinese language and culture each year reflecting the identified demand for courses and the investment of the Board of Advisors, such number to be agreed with the Headquarters.
2. To provide textbooks, reference materials, and audio-visual materials.
3. To receive student study group(s) from the Confucius Institute. JUFE shall assign adequate instructors to help the students with their study and practice. All expenses incurred will be covered by the Confucius Institute.
4. To decide the themes of the academic reports and the implementation plans through discussion with the board of Advisors.

RESPONSIBILITIES OF CU

1. To provide offices with necessary facilities for the Chinese instructors when they work at the Confucius Institute as it

believes necessary given the agreed level of activity defined in the operational and financial plan approved to the Advisory Board.

2. To be responsible for the transport for the instructors and the related personnel from JUFE between CU and the airport of arrival in the UK. International travel is the responsibility of JUFE. CU will assist with visa advice on a “reasonable assistance” basis.
3. To undertake the marketing of the programs run by the Confucius Institute.
4. To host academic activities relating to the Confucius Institute.

VI. Financial and in-kind Support

1. Support of the Confucius Institute shall be funded by an account held by Coventry University and the resources shall come from the following:
 - 1) Support from CU;
 - 2) Support from Headquarters;
 - 3) Tuition fee from the programs of the Confucius Institute;
 - 4) Donation from the community; and
 - 5) Support from JUFE.
2. Through the Board of Advisors, the Confucius Institute shall

submit yearly budget report and yearly settlement report to CU, Headquarters and JUFU at the beginning of each academic year.

3. Income generated from the Confucius Institute shall be used to support the operation expenditures and the development and expansion of the Confucius. Subject to 4 below, any deficits, planned or otherwise, will be funded equally by the two Partner Universities.
4. Each Partner University shall individually be responsible for mitigating its losses and minimizing its costs and shall be individually liable for any of its losses arising out of a failure to do so.
5. The liability of the parties to one another arising from negligence on the part of the other party is limited to £1 million pounds
6. All the expenditure of Confucius Institute goes into effect only upon the signature of both University Party directors.

VII. Agreement Language

This Agreement is written in both Chinese and English. Each version shall have the same effect. Each party shall keep the two versions for reference.

VIII Decision Making and Resolution of Differences

The operation of the Confucius Institute is expected to be a harmonious exercise undertaken in a spirit of friendliness and co-operation in pursuit of common goals.

Should there be a dispute that can not be resolved by the Advisory Board the issue will be escalated to the governing Councils of each Partner University to resolve.

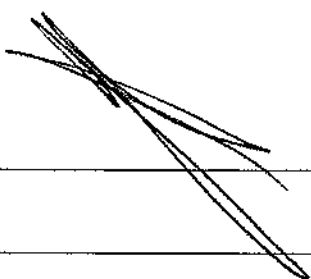
In the unlikely event that this does not resolve any issue then Headquarters will be informed and it is expected that mediation and arbitration according to UNCITRAL rules will be applied and arbitrators appointed by the International Court of Arbitration.

Signed for and on the behalf of

COVENTRY UNIVERSITY

Vice-Chancellor

John Latham



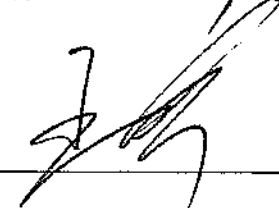
Date

Signed for and on behalf of

**JIANGXI UNIVERSITY OF
FINANCE AND ECONOMICS**

President

Wang Qiao



2015-11-02

Date