

AGREEMENT BETWEEN
Tianjin Normal University, CHINA
AND
University of Hull, UK
ON
THE COOPERATION ON CONFUCIUS INSTITUTE

Party A: Tianjin Normal University

Address: No. 393 Binshuixi Road, Xiqing District, Tianjin

Authorized representative: Zhong Yinghua

Party B: University of Hull

Address: University of Hull, HU6 7RX, Hull, UK

Authorized representative: Susan Lea

Whereas the authorization has been issued by Chinese International Education Foundation (hereinafter abbreviated as “the Foundation”) to Tianjin Normal University and University of Hull to cooperate on the development of the Confucius Institute at University of Hull and use the brand, name and logo of “Confucius Institute”, this Agreement is hereby entered into between Party A and Party B of their own accord in the principle of mutual respect, friendly consultation, equality and mutual

benefit, specifying the rights and obligations of aforementioned Parties, and stipulating the rules for cooperation, and whereby ensuring sound operation of the Confucius Institute.

Article 1 Nature and Scope of Activities

The Confucius Institute at University of Hull, is a not-for-profit, Sino-UK cooperation project that is an associate part of the Global Engagement directorate and lies within the responsibilities of the Pro Vice Chancellor, International. It will operate according to the local needs, laws and regulations of the UK, and may carry out the following activities:

- Chinese language teaching programs and related studies;
- Language and cultural exchange activities and research;
- Training Chinese language teachers;
- Developing Chinese language education resources;
- Organizing accreditation tests on Chinese language and culture;
- Providing information and consultative services concerning education in China and Chinese culture and other activities in accordance with the purpose of Confucius Institutes to the benefit of the Parties.

Article 2 Organization, Operation and Management

1. Board of Directors

The Parties shall jointly establish a Board of Directors (hereinafter referred to as “the Board”) as a decision-making body on major issues concerning the Confucius Institute.

(a) Membership

The chairs and members of the Board shall be nominated respectively by Party A and Party B and appointed on the basis of discussion with and confirmation of the other Party. As agreed by both Parties, the Board of Directors of the Confucius Institute hereby consists of:

Chinese Chair: Zhong Yinghua, President of Party A;

British Chair: Professor Philip Gilmartin, Pro-Vice Chancellor,
International of Party B;

For better development of the Confucius Institute in question, third-party institutions or individuals can be included in the Board with the consent of both Parties.

(b) Responsibilities

The Board shall fulfill the following responsibilities: composing and amending the Constitution of this Confucius Institute;

formulating the development plan of the Confucius Institute; setting forth key management regulations and systems; appointing the Chinese and British Directors and personnel for other key management positions; appointing members of board; approving the annual work plan and budget and final accounts; deciding on the establishment of Confucius Classrooms and reporting the decision to the Foundation for examination and approval; approving the proposal to set up teaching sites; reviewing and approving the Confucius Institute annual report; and making a decision on other major issues concerning the Confucius Institute.

The aforementioned constitution, development plan, list of Board members, profiles of Chinese and British Directors, annual report and other documents of the Confucius Institute shall be submitted as required to the Foundation for record.

(c) Board Meeting

The Board shall meet at least once per year on-site or online. Board decisions shall be recorded in the minutes and kept as important archives, stored at University of Hull. These archives will be retained for a period of 5 years. TNU may have access to the archives following a written request.

2. Operation and Management of the Confucius Institute

Staff members, nominated by Party A and Party B respectively and appointed by the Board, shall perform the duties of daily operation and management of the Confucius Institute, implement the development plan and annual work plan of the Confucius Institute, and report on the progress of work to the Board on a regular basis.

Article 3 Rights and Obligations

1. Party A shall:

- (a) Jointly formulate the development plan and raise funds for the Confucius Institute with Party B;
- (b) Nominate a Chinese Director and pay the salary of the Director during his or her term of service;
- (c) Provide and train the teaching staff selected from Tianjin Normal University or through other channels;
- (d) Provide an annual fund to the Confucius Institute every year;
- (e) Receive the visiting delegations from the Confucius Institute;
- (f) Assist students of the Confucius Institute in applying for Confucius Institute Scholarship;
- (g) Provide teaching resources and other feasible support for the Confucius Institute.

2. Party B shall:

- (a) Create a supportive local social environment for the development of the Confucius Institute;
- (b) Jointly formulate the development plan with Party A;
- (c) Provide office and teaching space and facilities and other necessary conditions for Confucius Institute activities;
- (d) Appoint a British Director and pay the salary of the Director during his or her term of service;
- (e) Provide administrative personnel and teaching staff (full-time or part-time);
- (f) Assist personnel from the Chinese side in entry, exit and residence procedures and provide necessary work facilities, and security assurance;
- (g) Operate and maintain a dedicated accounting code for the Confucius Institute and use the fund in full compliance with UK law and regulations;

Article 4 Intellectual Property

Each party shall retain the ownership of any intellectual property independently developed by that party. Where any intellectual property has been jointly developed by both parties, the proportion of ownership

shall be decided by mutual understanding.

The Confucius Institute shall abide by relevant laws and regulations in the use of intellectual property owned by other parties; The ownership of intellectual property that is independently developed by the Confucius Institute or jointly developed by the Confucius Institute and other institutions shall be specified by parties concerned through agreement in the principle of fairness.

Article 5 Revision of Agreement

During the execution of this Agreement, revisions or a supplementary agreement can be made with the consent of the Parties. All revisions shall be made both in Chinese and English in writing and shall take effect after being signed by authorized representatives of the two Parties.

Article 6 Term of Agreement

1. The Agreement shall enter into force upon the signing of the Parties. If dates of signature are different, the later date of signature shall prevail.
2. The validity of the Agreement shall expire by April 27, 2025 as per the term of authorization granted by the Foundation unless terminated by either party in accordance with this clause. If the Parties have the

intention to continue cooperation on the Confucius Institute, Party A shall submit an application for extending term of authorization to the Foundation on behalf of both Parties before the expiration date of this Agreement. If either of the Parties has no intention to extend the period of validity of this Agreement, the Party shall notify the other Party in writing 180 calendar days before the expiration date of this Agreement and the Parties shall hold Board meetings for consultation. Should no consensus be reached, the Foundation shall be notified in writing at the earliest possible time.

Article 7 Force Majeure

The Parties hereto shall be exempted from performing their obligations hereunder in the event of force majeure, i.e., unforeseeable, unavoidable and insurmountable circumstances, including but not limited to, natural disaster, plague, war and military action, terrorist attack, and an act of deliberate sabotage. Failure of either of the Parties to perform its obligations, or to perform its obligations hereunder on time due to force majeure, shall not be deemed as breach of contract, and the Party shall not be liable for such failure. However, force majeure events shall not include strikes or various labour disputes, delays in the delivery of equipment or supplies, or financial difficulties.

Should either of the Parties be prevented to perform the obligations hereunder by force majeure, the Party under the situation shall notify the other Party in writing to suspend or cancel the project and shall duly take timely and effective measures to minimize the loss of the other Party.

Article 8 Suspension and Termination

1. This Agreement can be suspended or terminated hereunder in one of the following cases:

- (a) If the authorization is withdrawn by the Foundation after the Confucius Institute fails to meet the assessment criteria, this Agreement shall terminate automatically.
- (b) If either of the Parties has no intention to continue the cooperation, the Party shall notice the other Party and the Foundation in writing 180 calendar days before the expiration date of the Agreement.
- (c) If the Agreement is rendered impossible to be executed due to force majeure in accordance with **Article 7**, the Agreement can be suspended with the consent of the Parties. Decisions on affairs during the suspension and the date to resume the Agreement, shall be agreed by both Parties through consultation and shall be reported to the Foundation for record.

Apart from the aforementioned cases, neither Parties shall request for terminating this Agreement in advance; otherwise the default Party shall compensate for all the damages incurred to the other Party, which include but not limit to all the investment made under this Agreement, legal expenses for defending rights and interests, and indemnity for reputational loss.

2. When this Agreement terminates, the Parties should adopt proper measures to deal with ensuing matters, with the aim of avoiding negative impact on the other Party. The measures include, but not limited to:

- (a) Upon termination of the Agreement, the balance in the Confucius Institute bank account shall be automatically frozen, and the funds shall be returned to the providers after the amount of fund being confirmed by both Parties.
- (b) The termination of the Agreement shall not affect other separate agreements, contracts or programs between the Parties.
- (c) Upon termination of the Agreement, the Parties shall make proper arrangements on the study of the affected students, outgoing Chinese personnel and other matters.

Article 9 Dispute Settlement

1. In the event that either of the Parties attempts to inform the other Party of any key issues, it shall be fulfilled in written letter of confirmation signed by the authorized representative.

2. Should there be any dispute arising during the term of this Agreement, either of the Parties shall first resort to friendly consultation for a solution. Should no consensus be reached, the Parties can submit the dispute to an arbitration institution recognized by both Parties for settlement, or launch a lawsuit to a court that has jurisdiction over the case.

Article 10 Miscellaneous

Other matters not set forth by this Agreement shall be addressed through friendly and equal consultations between the Parties.

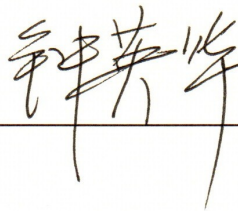
The undersigned hereby are duly authorized by each institution to execute this Agreement.

This Agreement is made in two copies and each copy is written in both Chinese and English. Both texts shall have the same effectiveness. Should there be any inconsistency, the Chinese text shall prevail.

Tianjin Normal University

Authorized representative:

President



Date:

University of Hull

Authorized representative:

Vice Chancellor _____

Date: 7 January 2021