



IMPLEMENTATION AGREEMENT TO CO-OPERATE IN THE ESTABLISHMENT OF A CONFUCIUS INSTITUTE AT NEWCASTLE UNIVERSITY

To enhance educational cooperation between China and UK, to develop Chinese language ability in the UK, and to promote mutual understanding and friendship between the peoples of the two countries, the University of Newcastle upon Tyne ("Newcastle University") and Xiamen University ("Xiada"), (Newcastle University and Xiada jointly known as the "two parties"), have agreed on the following for the implementation of the Agreement between the Confucius Institute Headquarters of China (the Headquarters) and Newcastle University on the Establishment of a Confucius Institute at Newcastle University (the Institute, The Establishment Agreement) and wish hereby to confirm and renew their commitment, first made on 17 February 2012.

I. Purposes and Forms of Co-operation

In order to train students in Chinese language and Chinese culture to help meet the requirements of British society, to take full advantage of the existing and potential resources of both parties and to promote the development of education in Chinese language and Chinese culture in the UK, the two parties shall co-operate in the interests of mutual benefit in following aspects:

1. Teaching Chinese language and providing Chinese language teaching resources, and training Chinese language instructors;
2. Providing information and academic collaboration concerning China's education, culture, and so forth; supporting Chinese cultural festivals and events;
3. Holding the HSK examination (Chinese Proficiency Test) and tests for the Certification of the Chinese Language Teachers;
4. Programmes and activities to promote China knowledge sharing and capability building with the United Kingdom business community, public sector organizations, and other social sectors;
5. Programmes and activities to promote study and research on contemporary China in UK;
6. Conducting language and cultural exchange activities;
7. Other activities with authorization and by appointment of the Headquarters.

II. Rights and Obligations of the Two Parties

1. Rights and Obligations of Xiada

- A. Select representatives from Xiada to be members of the Board of Advisors (the Board) of the Institute and participate in the management of the Institute to ensure the implementation of the Establishment Agreement.
- B. Obtain the approval from the Chinese education administrative authority needed for certain cooperative projects.
- C. Select administrative and teaching staff to the Institute from Xiada according to the requirements of the Headquarters and the work of the Institute, and apply to the Headquarters for funding to cover salaries and other related costs of these staff.



- D. Offer support services to students sent by Newcastle University to study at Xiada, and organize relevant teaching activities.
- E. Ensure that its staff hold an appropriate visa to facilitate entry into the UK, and stay, in accordance with UK immigration requirements.

2. Rights and Obligations of Newcastle University

- A. Select representatives from Newcastle University to be members of the Board of the Institute, participate in the management of the Institute and ensure the adherence to the Establishment Agreement.
- B. Obtain approval for the operation of the Institute, where required, from relevant educational authorities in the UK.
- C. Make available classrooms, office rooms, basic teaching facilities and other infrastructure for the Institute.
- D. Select staff from Newcastle University to participate in the management of the Institute and cover their salary and other related costs.

III. Management of the Institute

The Institute is managed by a Director nominated by Newcastle University and a Deputy Director nominated by Xiada. Directors are appointed by and report to the Board. The Board consists of seven (7) members, of which, four (4) are nominated by Newcastle University and three (3) by Xiada. Chair of the Board is elected by the Board.

The Board will meet at least once each year.

The Remit of the Board includes, but is not limited to:

- 1. Ensuring communication between Chair and Vice-Chair of the Board, and between Director and Deputy Director;
- 2. Agreeing important policies and decisions regarding the operation and strategic development of the Institute;
- 3. Discussing with the Headquarters solutions when there are problems or difficulties in the operation of the Institute.

In co-operation on the Institute, Newcastle University and Xiada are committed to high quality management and law-abiding operations and to the standard and quality of higher education of both China and the UK.

The Directors shall ensure that the Institute operates within the Statutory obligations of Newcastle University and with due regard to Newcastle University's policies, regulations and procedures.

IV. Financial Arrangements



The two parties shall apply together to the Headquarters for funds as the investment of the Chinese side for the establishment and annual running costs of the Institute as stipulated in the Establishment Agreement, Article 6, 3. Newcastle University should also provide funds as stipulated in the Establishment Agreement, obligations of Newcastle University Article 6, 5.

The annual budget revenue (tuition fees and income from sponsor companies) shall be used to expand the Institute, raise teaching and research levels, and maintain the regular operation of the Institute.

The Institute shall produce a budget and a final accounting report each year in accordance with Newcastle University's FEC accounting protocols. The annual budget and final accounting should be verified by the Board and approved by the Headquarters and Newcastle University. Outlays of the money borne by the Chinese side should be managed according to the *Method of Financial Management of Chinese Side of Confucius Institutes* issued by the Headquarters.

V. Other matters

The Agreement shall be effective on the date it is signed by the two parties and shall remain in force for a period of five (5) years. If, during the 90 days before the end of the Agreement, neither party notifies the other in writing that it wishes to terminate the Agreement, then it will automatically be extended for another five (5) years.

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 English Agreement shall take precedence where issues of English Law apply, since the Institute is based in the UK.

In the event of any dispute, the two parties should resolve the matter through negotiation or submit to an agreed dispute resolution procedure.

Before the Agreement is terminated, the two parties shall make all reasonable endeavours to ensure that enrolled students and other affected participants have the opportunity to satisfactorily complete their studies.

To ensure that the two parties can take full advantage of any opportunities arising from this Implementation Agreement, Newcastle University and Xiada agree to assist each other where necessary in dealings with their respective tax and regulatory authorities, as well as with their respective Ministries of Education in obtaining any necessary tax clearances, business licences and such other matters as may be considered appropriate.

Other matters not settled by this Agreement shall be solved through friendly, co-operative negotiations between the two parties.

In Xiamen, China, on 4 December 2017



*Signed on behalf of
Xiamen University*

*Signed on behalf of
the University of Newcastle upon Tyne*

A handwritten signature in black ink, appearing to read "Rong Zhang", written over a dotted line.

Professor Zhang Rong
President

A handwritten signature in black ink, appearing to read "Chris Day", written over a dotted line.

Professor Chris Day
Vice-Chancellor and President