

AGREEMENT BETWEEN
CONFUCIUS INSTITUTE HEADQUARTERS OF CHINA (“The
Headquarters”
AND
UNIVERSITY OF WALES TRINITY SAINT DAVID (“UWTSD”)
ON THE CONTINUED OPERATION OF A CONFUCIUS
INSTITUTE AT
UNIVERSITY OF WALES TRINITY SAINT DAVID

In order to strengthen educational cooperation between China and the United Kingdom, support and promote the development of Chinese language education, and increase mutual understanding among people in China and in the United Kingdom, according to the *Constitution and By-laws of Confucius Institutes*, the Confucius Institute Headquarters of China (the Headquarters) and UNIVERSITY OF WALES TRINITY SAINT DAVID (UWTSD), for the renewal of the agreement governing the Confucius Institute, hereby agree as follows:

Article 1 Purpose

The purpose of this Agreement is to identify the rights and responsibilities of the Headquarters and UWTSD in the continuing operation and management of the Confucius Institute.

Article 2 Character

The Institute shall be a not-for-profit educational body that operates as a unit within UWTSD.

Article 3 Executive Institution

UWTSD is desirous of collaborating with Beijing Union University ("BUU"). The Headquarters will authorize and appoint BUU to establish the Confucius Institute in partnership with UWTSD as the Chinese executive institution. UWTSD and BUU will sign an implementation agreement on the details of cooperation, replacing the existing implementation agreement signed 9th December 2013. The implementation agreement should be audited by the Headquarters before signing.

During the operation of the Confucius Institute, if BUU is confirmed by the Headquarters to have failed to perform its responsibilities, the Headquarters can disqualify Beijing Union University and appoint another Chinese institution as the Chinese executive institution, and sign a new implementation agreement with UWTSD. This Agreement with Hanban will not need to be signed anew.

Article 4 Scope of Activities

UWTSD through its Confucius Institute ("the Institute") can carry out the following activities according to the *Constitution and By-laws of Confucius Institutes*, as well as local circumstances:

1. Teach the Chinese language, provide Chinese language teaching resources and carry out research on Chinese language teaching;
2. Train Chinese language instructors and develop Chinese language teaching materials;
3. Organise the HSK examination (Chinese Proficiency Test) and tests for the Certification of Chinese Language Teachers;
4. Provide information and advice concerning China's education, culture, and so forth;

5. Conduct language and cultural exchange activities;
6. Other activities with the authorization and by appointment of the Headquarters.

Article 5 Organization, Operation and Management

1. The Institute shall adopt a Responsibility System under the leadership of the Advisory Board ("the Board")
2. Members nominated from BUU and UWTSD will constitute the "Advisory Board". The Board must include senior-level (university-level) leaders from both parties. 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 operation; fund raising; appointing and dismissing the two Directors of the Institute; examining and approving the budget proposal and final financial accounts of the Institute; reporting to the two parties on the operation status and significant issues. A Board meeting should be held at least once a year.
3. Each Party (BUU and UWTSD respectively) shall nominate a Director. The two Directors jointly oversee the operational and strategic daily work of the Institute.
4. The Headquarters acknowledges that UWTSD ultimately has the right to determine the content of the curriculum as offered by the Institute and the manner of instruction for all programmes as administered by UWTSD. UWTSD acknowledges that the Headquarters has the ultimate right to determine the programmes to which it provides funding, subject to consultation with the Directors and appropriate members of staff of UWTSD and the Institute.
5. Chinese citizens involved in Institute activities shall be subject to the

regulations applicable to UWTSD staff and to the laws of England and Wales. United Kingdom citizens involved in activities of the Institute in China shall be subject to the laws and policies of China.

6. The Institute draws up annual budget proposals and final financial accounts independently. The daily operation and management of the Institute will be the responsibility of UWTSD. The Institute assumes sole responsibility in maintaining a balance between income and expenditure by charging language course fees and fees for other programmes and activities as delivered.

Article 6 Obligations

1. The obligations of the Headquarters:

(1) To authorize the use of the title "Confucius Institute", logos and Institute emblems as and where appropriate.

(2) To provide teaching materials, course materials and other books according to the need of staff, students and users of the Institute and to authorize the use of online courses subject also to the authorization of UWTSD, that authorization not be unreasonably withheld

(3) To provide annual funding.

(4) To send Chinese instructors or volunteer teachers based on teaching requirements, as specified by the Institute, and pay for their economy air fares and salaries whilst resident in the United Kingdom.

(5) To provide support for Headquarters' programs, including but not limited to, the Confucius Institute Scholarship, Summer or Winter Camp in China and Confucius China Studies Program.

2. The obligations of UWTSD

- (1) To provide an appropriate fixed office and appropriate sites for teaching and other approved activities of the Confucius Institute.
- (2) To provide necessary administrative personnel and teaching staff (full time or part-time) and to provide appropriate payment.
- (3) To assist Chinese instructors with visa applications, residence procedures and to provide necessary and appropriate working facilities and assistance with any matters arising once resident in the UK.
- (4) To open a special account for the Confucius Institute or set up a separate account for independent accounting following the accounting protocols and the Institution's financial system. To submit an audit report of the Confucius Institute to Headquarters every year.
- (5) To provide matched funding which should not be less than the amount provided by the Headquarters.
- (6) To accept the Headquarter's project assessment.

Article 7 Intellectual Property

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

The Institute owns the intellectual property of the programmes as offered by the Institute. The two parties can consult on the IP ownership in relation to collaborative programmes.

Article 8 Revision

With the consent of both parties, not to be unreasonable withheld, this Agreement may be revised during its implementation and all revisions will, once agreed by UWTSD and the Headquarters, 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 enter into effect on the date of the signature of both parties. The Agreement shall be valid for five years from the agreement date. If either party wishes to terminate the Agreement, it must notify the other in writing ninety (90) days before the end of the Agreement, otherwise it will automatically be extended for another 5 years.

Article 10 Force Majeure

Parties 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 that renders the performance of this Agreement impossible. In the event of such a circumstance, the party under the situation shall inform the other party in writing that the programme may be delayed or terminated and duly take effective measures to mitigate the loss of the other party to a sum not exceeding the annual budget allocation from Hanban.

Article 11 Termination

1. This Agreement can be terminated in the event of the following:

(1) This Agreement can be terminated, according to Article 9, if the two parties have no intention to continue their cooperation on the expiration of the Term.

(2) This Agreement can be terminated according to Article 10, if the two parties reach consensus on the impossibility of performance due to force majeure.

(3) The Headquarters has the right to terminate this Agreement, if according to assessment, the Institute has not reached the standard and made no remediation or failed to reach the Headquarters' requirement after remediation. Apart from the above, neither party can request termination of this Agreement ahead of time. If such a request is made the default party must compensate the other party for all damages incurred, which include but are not limited to, all the investment made under this Agreement, legal expenses and the indemnity for defamation.

2. When this Agreement terminates, both parties should adopt rehabilitation measures, with the aim of avoiding any negative impact on either party. The measures include, but are not limited to:

(1) Upon termination, the funds of the collaborative programme as carried out at the Institute at UWTSD will be automatically frozen and returned to the Headquarters after agreement between both parties as to the amounts in question.

(2) The termination of this Agreement shall be without prejudice to any separate agreements, contracts or programs between the two parties.

(3) Upon termination, UWTSD should make proper arrangements for any enrolled students and any other matters.

(4) After termination, the implementation agreement will be automatically terminated.

Article 12 Dispute Settlement

In the event of any dispute, the two parties will engage in good faith to attempt to find a solution. In the event such an attempt is unsuccessful, the parties agree to submit the dispute to an independent party to be agreed by both parties.

Article 13 Other Terms

The parties to this Agreement will treat this Agreement as confidential and will not, without prior written consent of either party, publish, release or disclose, or permit any other party to publish, release, or disclose, any materials or information which come to the knowledge of either party 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 or if the information concerned is already within the public domain in either the UK and/or China.

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

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

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

Confucius Institute
Headquarters (HANBAN)

[REDACTED]

UNIVERSITY OF WALES
TRINITY SAINT DAVID

[REDACTED]

[REDACTED]

Date: 2017.5.25

[REDACTED]

Date: 19/4/17

