



20 August 2019

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Mr [REDACTED]

Sent by email: request-592-409a221f@whatdotheyknow.com

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Edinburgh EH8 9YL

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Dear [REDACTED]

Freedom of information request

Thank you for your email of 25 July 2019 requesting information about the Confucius Institute.

The University of Edinburgh is a global university, rooted in Scotland. We are globally recognised for our research, development and innovation and we have provided world-class teaching to our students for more than 425 years. We are the largest university in Scotland and in 2017/18 our annual revenue was £984 million, of which over £279 million was research income. We have over 41,000 students and more than 15,000 staff. We are a founding member of the UK's Russell Group of leading research universities and a member of the League of European Research Universities.

[The Confucius Institute for Scotland in the University of Edinburgh](#) is a national centre to promote educational, economic, and cultural ties between Scotland and China. Set up with Sino-Scottish government backing and partnered with Fudan University in Shanghai, the centre is one of 525 established under the auspices of Hanban; the Chinese government department responsible for promotion of Chinese language overseas. The University's Vice-Principal International and the Hanban Director signed a Memorandum of Understanding in June 2006 at the Confucius Institute conference in Beijing. The agreement was renewed in 2012. The agreement outlines that Hanban provides operational costs and the University provides accommodation without charge. The Confucius Institute's campus now extends across three buildings.

Agreements between the University and the Confucius Institute for Scotland

You asked for agreements detailing arrangements between the University of Edinburgh and Hanban. The University holds the following relevant agreements:

1. *Memorandum of agreement between The Office of Chinese Language Council International and the University of Edinburgh*, 5 July 2006, with annexes 1 and 2.

This agreement established the Confucius Institute for Scotland as part of the University of Edinburgh.

2. *Renewal of agreement between Confucius Institute Headquarters of China and the University of Edinburgh of the UK on [the] co-development of Confucius Institute for Scotland in the University of Edinburgh*

This agreement renewed the first following the end of the initial five-year term. Article 3 of this agreement refers to *Agreement [of] Cooperation between the University of Edinburgh, United Kingdom and Fudan University, China*.

3. *Agreement between the Confucius Institute Headquarters of China and the University of Edinburgh, December 2014*

This agreement relates to a project to provide a dedicated site for the Confucius Institute for Scotland at the University of Edinburgh.

I have enclosed copies of each item, including the annexes associated with item 1 and the agreement with Fudan University associated with item 2. You will notice that I have not provided the signatures on the agreements; doing so could lead to the signatories becoming victims of fraud. Disclosing this information would be likely to breach data protection principles. The Freedom of Information (Scotland) Act 2002 does not require us to provide this sort of information as it is exempt under section 38(1)(b).

Funding

You asked for information about donations, monetary or otherwise, in relation to the setting up of the Confucius Institute at the University. As explained above, the Confucius Institute was set up with government backing from both Scotland and China. The Scottish Government contributed £300,000 and the University contributed £30,000 to the refurbishment of Abden House and the initial setting up of the Institute. Hanban contributed \$100,000.

You will see that item 3 in the enclosures relates to a project to provide a dedicated site for the Confucius Institute for Scotland at the University of Edinburgh. As set out in the agreement, the total budget for the project was \$1,600,000 USD, with the Confucius Institute Headquarters of China providing \$1,200,000 USD and the University of Edinburgh providing \$400,000 USD. This capital funding related to the redevelopment of the buildings currently occupied by the Institute. With regard to Article 5 of the agreement, please note that the University paid all due tax liabilities in relation to the project from University funds rather than applying to the "special fund".

Under the agreement between the University and Hanban, the Confucius institute for Scotland receives annual running costs and can also apply for up to 50% support for planned projects. The University is responsible for the additional 50% support for projects unless the Institute raises support funding from elsewhere. This often comes in the form of event sponsorship.

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Privacy notice for information request applicants

[The University of Edinburgh's request privacy notice](#), which describes how we use the information you have supplied about yourself and your request, is published on the University website.

Yours sincerely


Information Compliance 

Enclosures:

1. Memorandum of agreement between The Office of Chinese Language Council International and The University of Edinburgh, 5 July 2006
2. Renewal of agreement between Confucius Institute Headquarters of China and the University of Edinburgh of the UK on co-development of Confucius Institute for Scotland in the University of Edinburgh
3. Agreement between the Confucius Institute Headquarters of China and the University of Edinburgh, December 2014

If you require this letter in an alternative format, such as large print or a coloured background, please contact the Records Management Section on 0131 651 4099 or email recordsmanagement@ed.ac.uk

Memorandum of Agreement

between

The Office of Chinese Language Council International

Fangyuan Mansion B56, Zhongguancun South Street, Beijing, China

and

The University of Edinburgh

Old College, South Bridge, Edinburgh EH8 9YL United Kingdom

The Office of Chinese Language Council International (referred to as Hanban in the following text) is an organization having a mandate for the promotion of Chinese language and culture worldwide and reports to the Chinese Ministry of Education. The University of Edinburgh is a Scottish University established as an independent body by Royal Decree, for higher education and the promotion of learning. They agree to work together to establish and cooperate in running and funding a Confucius Institute within the University of Edinburgh.

1. Name

The Confucius Institute will be named "The Confucius Institute for Scotland in the University of Edinburgh". It is referred to hereafter in this document as "the Institute".

2. Objectives of the Institute

The objectives of the Institute are:

- a. to promote and deliver teaching of Chinese language in Scotland;
- b. to promote academic study and public awareness of Chinese culture;
- c. to act as an intermediary between Scotland and Scottish institutions and China in linguistic, educational, cultural and business fields and to provide educational and research activities to support Scottish-Chinese links.

3. Ownership

3.1 Under the terms of this Memorandum the University of Edinburgh (hereafter the University) will establish the "Confucius Institute for Scotland". The University will be the legal owner and operator of the Institute.

4. Director and staff of the Institute

4.1 The Director of the Institute will be an employee of the University (as will all staff of the Institute except the Deputy Director and any other staff seconded from Chinese partner universities).

4.2 The Director will be responsible for the day-to-day management of the Institute and the pursuit of the Institute's strategy as determined by the Advisory Board. The Director will report to the Advisory Board and to the Head of the University of Edinburgh College of Humanities and Social Sciences.

4.3 The Deputy Director will be a visiting faculty member from the principal Chinese partner university in the People's Republic of China. The Deputy Director and any other staff of partner institutions in the People's Republic of China seconded to the Institute will contribute to the educational, cultural and research activities of the Institute to pursue objectives as laid down by the Advisory Board and required by the Director .

4.4 The Deputy Director will become an Honorary Fellow of the University, and will report to the Director of the Institute on any matters relating to the Institute and its activities.

5. The Advisory Board

5.1 The Institute will have an Advisory Board which will have responsibility for agreeing the strategy, annual plans and annual budget of the Institute. It will report annually both to the University through the Head of the College of Humanities and Social Sciences, and to Hanban, and be responsible for annual budgetary submissions to Hanban.

5.2 The Advisory Board will have regular meetings through the year at a frequency that it will determine. One meeting per year will be formally to agree annual plans and budgets.

5.3 The membership of the Advisory Board will be determined by the Principal of the University in consultation with Hanban. The initial membership is set out in annex 1 to this document. Changes of membership will be agreed as above through changes in the membership annex to this document.

5.4 The Advisory Board will have a quorum for the formal conduct of its meetings of a minimum of 3/5 of its membership.

6. Scope of Institute Operations

6.1 In pursuit of the objectives set out under 2, the Institute will have 5 main operational roles as set out below. The descriptions beneath each heading are illustrative and not prescriptive.

6.2 *Scotland-China interchange*

- to be a conduit for interchange and dialogue between Scotland and China in educational, cultural, political, and business domains;
- to develop links with Scottish and Chinese institutions that will permit the above objective to be achieved.

6.3 *Chinese language teaching.*

- to promote and deliver teaching of Chinese to citizens, businesspersons and other students at appropriate levels;
- to develop programmes for training teachers of Chinese, in collaboration with the University's School of Literature Languages and Cultures and its Moray House School of Education;
- to act as a service centre for instructors teaching Chinese in public and private secondary schools and private language schools;
- to collaborate in delivery of Chinese language related programmes within the University.
- to hold examinations for the Chinese Language Proficiency Test (Hanyu shuiping Kaoshi - HSK).

6.4 *Chinese culture*

- to promote public knowledge and understanding of Chinese culture through public lectures, seminars and other events;
- to plan and mount exhibitions/festivals of Chinese culture to delivered as appropriate in collaboration with partner organisations in China, Scotland and elsewhere;
- to promote exchange events from Scotland in China.

6.5 *Business*

- to serve as a consulting and linkage centre between the Scottish business community and their counterparts in China;
- to provide language and acculturation programmes for Scottish businesspersons who will work in China.

6.6 *Scholarship*

- in association with other appropriate Edinburgh University Units and those in other Scottish Universities and elsewhere to promote scholarship relating to China;
- to develop senior visiting fellow programmes;
- to promote specific programmes of research.

7. Planning

7.1 The Advisory Board will agree an annual plan for the Institute and a rolling forward-look to set out its aspirations for medium term development.

7.2 The draft plan for the Institute's first two years of operation are set out in appendix 2, which will be up-dated as planning proceeds.

8. Obligations of Hanban and the University

8.1 The University is committed to provide the operations facility, including but not limited to the space for offices, library and classrooms as needed.

8.2 The University will make Abden House available as the initial base for the Institute.

8.3 Hanban will provide \$(US)100,000 as start up funding for the Institute.

8.4 Hanban will provide programme and operational funding conditional upon project needs and subject to annual agreement on operational plans, including actual development and programme size of the Confucius Institute, for each year, including the first year. For specific projects for which external funding is required, Hanban will provide funding to match that raised externally by the University. Bids will be made to Hanban each September for funding from 1 April in the following year. Operational funding for the first year needs to be agreed.

8.5 Hanban is responsible for supplying and funding teachers from Chinese partner institutions (including salary, international travel, accommodation and other direct costs of their travel to and subsistence in Edinburgh), including a Deputy Director, for the delivery of planned teaching programmes in the Institute. The University may recruit subject matter experts locally to serve specific purposes.

8.6 Hanban will also contribute:

- Confucius Institute branding and signage
- Copies (volumes) of Chinese books and audio-visual teaching materials to establish the library at the Confucius Institute
- Teaching programmes and course materials for universities (if required) and schools
- Special project funding as recommended by the Board from time to time
- Computer up-grades for Institute staff as required.

8.7 The University is responsible for student admission and registration.

8.8 Revenues generated from programme delivery will be used exclusively for the Institute.

8.9 The Institute's planning and budgeting will be subject to and part of the University's annual planning and budgeting cycle through the College of Humanities and Social Sciences.

9. Terms and Conditions

9.1 The term of this agreement shall be valid for five years from the date specified with the signatures below. The agreement is subject to review upon expiry, and may on mutual consent be renewed.

9.2 The parties to this agreement will treat this agreement as confidential and will not, without prior written consent, publish, release or disclose or permit to be published, released or disclosed, the material or any information supplied to, obtained by, or which comes to the knowledge of each parties 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.

9.3 Notwithstanding any other provision of this Agreement, if either party fails to comply with any provision of this Agreement then, and in addition to any other remedy or remedies available to the University and Hanban, either the University or Hanban may, at its option, terminate this Agreement by giving six months written notice of termination to the other party and if such option is exercised, neither the University nor Hanban will be under further obligations.

9.4 Both parties agree to continue their obligations to the students who have been already enrolled into the programs in the Institute until they graduate or transfer into other programmes/institutions should this agreement be terminated.

9.5 Parties hereto 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 hereto that renders the performance of this agreement impossible. In the event of such circumstance, the party under the situation shall inform the other party so the program may be delayed or terminated in order to mitigate the loss of the other party.

9.6 Students enrolled in the programmes under this agreement will be governed under the jurisdiction of Scots law and University policy and procedures will prevail.

9.7 This agreement may be amended to reflect changes due to circumstances that this agreement has not covered. The amendment will be based on the discussions of both parties and mutual consent.

This Memorandum of Agreement is written and executed in English and in Chinese, and each text shall have equal validity. This Memorandum of Agreement shall be effective upon execution by both parties.




Xu Lin

Director-General

The Office of Chinese Language Council International (Hanban)

Date

2006.7.5



Geoffrey Boulton

Vice Principal

University of Edinburgh

Date

5th July '06.

ANNEX 1 - MEMBERSHIP OF THE ADVISORY BOARD

The initial membership of the Board, to which Hanban agreement is sought, is proposed to be as follows:

1. Chairperson – the Principal of the University of Edinburgh or the Head of the College of Humanities and Social Sciences as his alternate
2. Head of the College of Humanities and Social Sciences
3. Vice Principal International
4. Head of the School of Literature, Languages and Cultures
5. Mr Wang Yongda, Minister Councilor at the London Embassy of the People's Republic of China
6. Mme Guo, Consul General in Edinburgh of the People's Republic of China
7. Professor John Henley, School of Management and Economics in the University of Edinburgh University
8. Professor Susan Manning, Director of the Institute for Advanced Studies in the Humanities
9. Dr Judith MaClure, Chairperson of the Scotland China (Schools) Educational Network
10. Representative of the Scottish Executive
11. Director of the Institute (in the first instance, the Professor of Chinese in the University of Edinburgh)
12. Deputy Director of the Institute (in the first instance, a representative of a collaborating Chinese University).
13. College Accountant or Registrar of the College of Humanities and Social Sciences

Membership will be reviewed annually. The Board will be free to co-opt non-voting members as necessary.

ANNEX 2 - OUTLINE PLANS FOR THE FIRST TWO YEARS OF THE INSTITUTE

It is planned to initiate the Institute's activities in September 2006. The visit of the Chinese Premier, Mr Wen Jiabao, to UK in that month would be an ideal opportunity to open the Institute.

The Institute's programmes will be introduced in two phases:

Phase 1 (2006)

Initially

- Chinese language for beginners
- Language and acculturation for business persons working in China
- Lectures/seminars

Phase 2 (2007)

The above programmes will be added to by a cultural and academic component:

- Visiting Scholars programme in association with the Institute for Advanced Studies in the Humanities
- Chinese history/culture programme for the public
- Exhibitions (generally based on exchanges with Chinese institution)
- Academic seminars/conferences.

As part of Phase 2 of the Institute, it is hoped to launch a "Year of Chinese Visual Culture" in Edinburgh in 2007. This will include a Chinese Film Festival and exchange exhibitions with Chinese institutions.



中国孔子学院总部与英国爱丁堡大学 关于继续合作建设爱丁堡大学苏格兰孔子学院的协议

为进一步加强中国与英国在教育领域的合作，支持并促进汉语教学的发展，增进两国人民的相互理解和友谊，根据《孔子学院章程》，中国孔子学院总部（以下简称总部）与英国爱丁堡大学（以下简称爱大）于 2006 年 7 月 5 日签署了《中国国家汉语国际推广领导小组办公室与英国爱丁堡大学协议备忘录》，为期五年并已结项。现经双方协商，就继续合作建设爱丁堡大学苏格兰孔子学院（以下简称学院）达成如下协议：

第一条 宗旨

本协议的宗旨在于规定双方在继续合作建设学院过程中总部和爱丁堡大学的权利和义务。

第二条 学院的性质

学院系非营利性教育机构。

第三条 执行机构

爱丁堡大学表示愿意继续与复旦大学进行合作。复旦大学继续作为中方具体执行机构，与爱丁堡大学合作建设学院。合作双方将就具体合作事宜另行签订补充协议。补充协议签署前须报总

部审核。

第四条 业务范围

根据总部章程并结合当地实际情况，学院可开展以下活动：

- 1、开展汉语教学，提供汉语教学资源。
- 2、培训汉语教师。
- 3、举办汉语考试和汉语教师资格认证考试。
- 4、提供中国教育、文化等信息咨询。
- 5、开展语言文化交流活动。
- 6、其他经总部授权或委托开展的活动。

第五条 组织、经营和管理

- 1、学院实行理事会领导下的院长负责制。

2a、理事会由合作双方推荐人选组成，其职责是：制定和修改学院章程；制定学院发展规划；决定教学、研究及经营方面的重大事项；负责筹集办学经费；任免学院院长；审批学院的预算和决算；向合作双方报告学院经营状况和重大事项等。

2b、理事会将继续在顾问委员会的总体方针下开展工作。顾问委员会将对在战略上达成共识、年度计划和孔院的年度预算负责。顾问委员会主席为爱丁堡大学的校长。

- 3、合作双方各任命一名院长。

- 4、学院须接受总部的办学质量评估。

5、学院开展活动须符合《孔子学院章程》，并应尊重中国和英国的文化习俗，不违背中国和英国法律法规。

- 6、学院单独编制年度预算和决算，日常经营管理由爱丁堡

大学负责。学院的项目收入将只可再投入于学院，最终通过教学和实施其他项目的收入实现自负盈亏。

第六条 双方义务

总部义务：

1、授权爱丁堡大学继续使用孔子学院名称和标识。

2、根据需要提供各种教材、课件和图书，授权使用网络孔子学院课程。

3、根据项目需要，对运营计划（包括该孔子学院实际发展和课程规模）逐年商定，提供年度项目和运营经费。对于需外部经费的特别项目，汉办将为爱丁堡大学筹集的外部经费提供配套收入。

4、根据办学需要选派教师若干名，并负担其国际旅费、工资、住宿以及其他直接开支等。

爱丁堡大学义务：

1、为学院提供固定的办公场地和适合的教学及其他活动场所，配备必要的办公、教学设备并负责其安装、管理和维护。

2、为学院任命和管理必要的行政人员（专职或兼职），并力所能及地提供相关费用。

3、协助中方派遣人员办理入境及居留手续。为中方派遣人员提供必要的工作条件和生活便利。

4、为双方所达成共识的项目每年提供一定数额的项目经费，其金额应不低于总部提供的项目经费。

第七条 知识产权

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第八条 协议的修改

经双方同意，本协议在执行过程中可以进行修改；所有的修改均以中英文两种语言书面做出，并经双方授权代表签字后生效。

第九条 协议的有效期

本协议自双方签字之日起生效。本协议有效期为五年。任何一方如无延长本协议有效期意愿，必须在有效期截止前九十天书面通知对方，否则，本协议有效期自动延长五年。

第十条 不可抗力

协议方在以下不可抗力情况下可免除履行本协议规定义务：国家紧急状态、发生战争，政府颁布禁令，发生其他超出协议方控制范围的使协议方不能继续履行协议规定义务的事件等。如发生此类情况，协议当事方须书面通知另一方，将项目延期或取消，并应采取及时有效的措施将协议另一方的损失降至最低。

第十一条 协议终止

有下列情况之一的，本协议将终止：

- 1、协议一方要求终止本协议，并且至少提前六个月书面通知对方。
- 2、协议期限届满，双方无继续合作的意愿。
- 3、履行该协议的条件已丧失，协议无法履行或继续履行无法达到预期目的。
- 4、协议一方有严重损害孔子学院声誉与形象的行为。
- 5、因不可抗力致使该协议无法履行。

本协议的解除不影响双方正在执行的单独协议、合同或项目。本协议解除时，爱丁堡大学应妥善安排学院学生及相关工作。

第十二条 争议的解决

双方在协议履行过程中若发生纠纷及争议，应本着友好的精神协商解决。协商未果的，可向有管辖权的法院提起诉讼。

第十三条 协议语言

本协议一式两份，分别以中、英文书就。双方各持中、英文本各一份，两种文本具有同等效力。

第十四条 其他事项

协议双方将视此协议为机密文本，未经对方书面许可，任何协议一方皆不可公布、披露或公开，或者允许他人公布、披露或

公开与协议一方有关的获得的、获知的材料或信息，除非这些材料的公布、披露或公开是对于协议一方履行协议中所规定的义务来说是必要的。

本协议未尽事宜由双方通过友好协商加以解决。

孔子学院总部
总干事

爱丁堡大学
校长

许琳
日期：

提摩斯·奥谢
日期：



**RENEWAL OF AGREEMENT BETWEEN
CONFUCIUS INSTITUTE HEADQUARTERS OF CHINA
AND
THE UNIVERSITY OF EDINBURGH OF THE UK
ON CO-DEVELOPMENT OF
CONFUCIUS INSTITUTE FOR SCOTLAND IN THE UNIVERSITY OF
EDINBURGH**

In order to strengthen educational cooperation between China and the UK, support and promote the development of Chinese language education, and increase mutual understanding among people in China and in the UK, according to the *Constitution and By-laws of Confucius Institutes*, the Confucius Institute Headquarters of China (“the Headquarters”) and the University of Edinburgh in the UK signed [Memorandum of Agreement between The Office of Chinese Language Council International and The University of Edinburgh on 07/05/2006]. Upon the end of five-year term, after collegial consultation, both parties agree to renew the agreement on the Confucius Institute for Scotland in the University of Edinburgh (the Institute), as follows:

Article 1 Purpose

The purpose of this agreement is to identify the rights and responsibilities of the Headquarters and University of Edinburgh in the development and management of the Institute.

Article 2 Character

The Institute shall be a non-profit educational institution.

Article 3 Executive Institution

The University of Edinburgh is willing to continue cooperation with the Fudan University. The Fudan University will continue constructing the Confucius Institute with the University of Edinburgh as the Chinese executive institution. The two parties of cooperation will sign the supplementary agreement on detailed matters of the cooperation. The supplementary agreement should be audited by the Headquarters before signing.

Article 4 Scope of Activities

The Institute can serve the following activities according to the Constitution and By-laws, and local instance:

1. Teaching Chinese language and providing Chinese language teaching resources;
2. Training Chinese language instructors;
3. Holding the HSK examination (Chinese Proficiency Test) and tests for the Certification of the Chinese Language Teachers;
4. Providing information and consultative services concerning China's education, culture, and so forth;
5. Conducting language and cultural exchange activities;
6. Other activities with authorization and by appointment of the Headquarters.

Article 5 Organization

1. The Institute at the University of Edinburgh shall adopt a Director Responsibility System under the leadership of the Board of Directors.

2a. The Board of Directors is formed with members nominated from the two parties of cooperation, and 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 management; fund raising; appointing and dismissing the director of the Institute; examining and approving the budget proposal and final financial accounts of the Institute; reporting to the two parties on the management status and significant issues.

2b. The Board of Directors will continue to operate under general direction of an Advisory Board. The Advisory Board will have responsibility for agreeing the strategy, annual plans and annual budget of the Institute. It is chaired by the Principal of the University of Edinburgh.

3. Two parties of cooperation appoint one director respectively.

4. The institute must accept the assessment of the Headquarters on the teaching quality.

5. The Institute activities must be in accordance with the Constitution and By-laws, and also respect cultural custom, shall not contravene concerning the laws and regulations, both in the UK and China.

6. The Institute draws up annual budget proposals and final financial accounts independently. The University of Edinburgh will be in charge of its daily operation and management. Revenues generated from programme delivery will be used exclusively for the Institute. It should eventually achieve a balance in income and expenditure from language course fees and other project fees.

Article 6 Obligations

The obligations of the Headquarters

1. To authorize the University of Edinburgh continue the use of the title “Confucius Institute”, logos and institute emblems.

2. To provide teaching materials, coursewares and other books according to the necessary, to authorize the use of online courses.
3. To provide programme and operational funding conditional upon project needs and subject to annual agreement on operational plans, including actual development and programme size of the Confucius Institute, for each year, including the first year. For specific projects for which external funding is required, Hanban will provide funding to match that raised externally by the University.
4. To send numbers of Chinese instructors based on the requirements of teaching, and pay for their air fares, salaries, accommodation, and other direct costs.

The obligations of the University of Edinburgh

1. To provide a fixed office place and appropriate sites for teaching and other activities of the Confucius Institute; equipped with office and teaching facilities, and with responsibility for the setting, management and maintenance.
2. To appoint and manage the administrative personnel (full time or part-time) and to provide the related payment, according to its abilities.
3. To assist the Chinese party on the visa application and residence procedures; to provide necessary working facilities and life conveniences for the Chinese instructors.
4. To provide a set amount of annual fund for mutually agreed annual projects, which should not be less than the amount provided by the Headquarters.

Article 7 Intellectual Property

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

The provider owns intellectual property of the certain program. The two parties can consult the owner of the co-operated programs. In the events of any dispute, the two parties should consult with each other friendly or submit to the jurisdictional organ according to the related laws and regulations.

Article 8 Revision

With the consent of both parties, this Agreement may be revised during its implementation and any revisions will 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 be in effect on the date when the two parties sign below. The Agreement shall have a period of 5-year validity. Either party, if it wishes to terminate the Agreement must notify the other in writing during the 90 days before the end of the Agreement, otherwise it will automatically be extended for another 5 years.

Article 10 Force Majeure

Parties hereto 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 hereto that renders the performance of this agreement impossible. In the event of such circumstance, the party under the situation shall inform the other party in writing that the program may be delayed or terminated, and duly take the effective measures to mitigate the loss of the other party.

Article 11 Termination

This Agreement shall be terminated in one of the following cases:

1. Either party intends to terminate this Agreement upon giving a written notice at least six months in advance of their intention to terminate.
2. The two parties have no aspiration of cooperation at the expiration of the term.
3. The Agreement cannot go through or cannot achieve the anticipated aim because of comedown of the condition.
4. If the act of one party of the Agreement severely harms the image and reputation of the Confucius Institute.
5. The Agreement cannot go through because of force majeure.

The termination of the Agreement cannot affect some other agreement, contract and program between the two parties.

Before the Agreement is terminated, the University of Edinburgh should make appropriate arrangements on the enrolled students and other works.

Article 12 Dispute Settlement

In the events of any dispute, the two parties should consult each other friendly or submit to the jurisdictional organ of which this Agreement falls within the competence.

Article 13 Agreement Language

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 Agreement, in both languages, shall have the same effectiveness.

Article 14 Other Terms

The parties to this Agreement will treat this Agreement as confidential and will not, without prior written consent, publish, release or disclose or permit supplied

to, obtained by, or which comes to the knowledge of each parties 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. Other matters not settled by this Agreement shall be solved through friendly, cooperative negotiations between the two parties.

Confucius Institute
Headquarters (HANBAN)
Chief Executive

The University of Edinburgh

Vice-Chancellor

XU Lin
Date:

Sir Timothy O'Shea
Date:

AGREEMENT COOPERATION

Between

The University of Edinburgh, United Kingdom

And

Fudan University, China

This agreement shall be effective from the date of its signing (this being that of the final signature) "[Effective Date]"

BETWEEN

The University of Edinburgh
(hereinafter referred to as "UoE")

AND

Fudan University
(hereinafter referred to as "Fudan")

WHEREAS the UoE and Fudan agree to continue to commit to cooperation with Hanban, in a partnership, in the **Confucius Institute for Scotland in the University of Edinburgh (hereinafter referred to as "Confucius Institute")**, Scotland, established in the year 2006, with their respective needs and objectives, and shall, by joint Agreement, determine the areas and subject of such co-operation, on the basis of the following understanding. This Agreement of Cooperation (hereinafter called "Agreement") sets out the understanding of the Parties' collaboration.

Article 1 AREAS OF CO-OPERATION

The Parties agree to collaborate in the following relevant areas:

1. Intensive Chinese language programmes
2. Intensive introduction to the Chinese language and the Chinese business and culture for UK businessmen
3. Organise Chinese history and culture programmes
4. Organise events programmes including exhibitions and festivals
5. Research programmes and joint conferences or lecture series
6. Staff and student exchanges and summer school programmes

Article 2

ARRANGEMENTS AND FUNDING

To implement the collaborative activities envisaged under this Agreement representatives of the Parties may meet periodically to negotiate and conclude specific project Agreements and programmes of co-operation, including their financing with each other and with other parties provided that neither of UoE and Fudan shall have the power to bind the other Party without such other's consent in writing thereto.

The financial arrangement relating to the Confucius Institute will be in accordance with the specific Agreement and programme of co-operation covering each project. UoE and Fudan agree that in the absence of any specific Agreement to the contrary, all expenses, including but not limited to, salary, travel, living and allied costs relating to the Project shall be borne by the Party who incurs such expenses.

Article 3

MANAGEMENT COMMITTEE

UoE and Fudan can appoint representatives to manage and oversee the joint management activities. The representative of UoE and Fudan can meet as and when necessary to review progress in the implementation of activities related to the areas of co-operation, define new areas and programmes of co-operation as well as discuss matters related to the Agreement.

Article 4

INTELLECTUAL PROPERTY, INVENTIONS AND INNOVATIONS

The terms with respect to title to and exploitation of intellectual property (including trademarks and service marks, copyrights, patents designs and confidential information on the subject of such intellectual property, inventions and innovations) will be negotiated on a project-by-project basis in the specific project Agreements and programmes of co-operation referred to in Article 2.

Article 5

AMENDMENTS

This Agreement may be amended and supplemented in writing at any time as decided and agreed by mutual written consent of the Parties.

Article 6

TERM OF AGREEMENT

This Agreement shall commence on the Effective Date and shall remain in force for a period of five years. Thereafter, it shall renew itself automatically for successive periods of five years unless either of UoE and Fudan gives 6 months notification in writing to the other Party of its desire to terminate the Agreement.

The termination of this Agreement shall not affect the implementation of the projects or programmes established under it prior to such termination.

Article 7 DISPUTE RESOLUTION

Any disputes arising under or in connection with this Agreement shall be referred by UoE and Fudan to arbitration by an arbitrator jointly appointed by the Parties. In the event that there is no Agreement on the choice of arbitrator, the arbitrator shall be appointed according to the UNCITRAL Arbitration Rules.

Article 8 NON-BINDING NATURE OF THIS AGREEMENT

Despite the statements and obligations expressed herein, this Agreement is a non-binding expression of the current intentions of the Parties, and neither Party will incur nor be bound to any legal obligations or expense hereunder to the other Party until and unless definitive Agreements have been negotiated, approved by the necessary management levels of each Party and executed and delivered by authorised representatives of both Parties.

Article 9 THIRD PARTY RIGHTS

No person who is not a party to this Agreement is entitled to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

In witness whereof UoE and Fudan hereto have caused this Agreement to be duly executed on the day and year first abovementioned.

Sir Timothy O'Shea
Principal
The University of Edinburgh

Professor Zhu Zhiwen
Chancellor
Fudan University

Date

Date

**Agreement between the Confucius Institute Headquarters of China
and the University of Edinburgh on the Dedicated Site of a Model
Confucius Institute**

The **Confucius Institute Headquarters of China** (hereinafter referred to as the "Headquarters") and the **University Court of the University of Edinburgh** (hereinafter referred to as the "University"), for the purpose of improving educational facilities of the **Confucius Institute for Scotland at the University of Edinburgh** and on the basis of friendly negotiations, the Headquarters and the University (hereinafter referred to as "both parties"), have hereby reached the following agreement on the joint building of the dedicated site of the **Model Confucius Institute for Scotland at the University of Edinburgh** (hereinafter referred to as the "Model Confucius Institute"):

CHAPTER I CONTENTS OF THE AGREEMENT

ARTICLE 1 This agreement specifies the rights and obligations of both parties on the provision, renovation, decoration, purchase and installation of equipment, and use of the Dedicated Site in a Model Confucius Institute (hereinafter referred to as the "Project").

CHAPTER II DEDICATED SITE OF THE MODEL CONFUCIUS INSTITUTE

ARTICLE 2 The University provides a site located at 79 and 81 Dalkeith Road, Edinburgh, EH16 5AL as the dedicated site of a Model Confucius Institute (hereinafter referred to as "Dedicated Site"), with a total floor area of 526 square metres. For the feasibility report on the construction of the Dedicated Site, see Annex, which is an integral part of this agreement.

CHAPTER III SOURCES OF FUNDS AND PROVISIONS OF PAYMENT

ARTICLE 3 The total budget for the construction, renovation, decoration, equipment installation and other work of this Dedicated Site as well as for other related expenses is \$1,600,000 USD. Based on mutual consultations, the means for raising the funds have been agreed upon as follows:

(A) The Headquarters' investment to the Model Confucius Institute shall be \$1,200,000USD (hereinafter referred to as the "Special Fund") for the renovation, decoration and purchase of equipment for the Dedicated Site.

(B) The University shall raise \$400,000USD on its own as the investment to the Dedicated Site of the Model Confucius Institute for: decoration design, approval, renovation, expansion, decoration; property

management fees and property taxes.

ARTICLE 4 The Headquarters shall, after this agreement has entered into force, allocate 80% of the Special Fund by means of bank transfer to the specified account of the University, and the remaining 20% of the Special Fund shall be allocated after the Project is checked and accepted. If there is a need for currency exchange, the exchange rate shall be subject to the data of banks on the day of the receipt of the fund.

ARTICLE 5 The University is a non-profit institution of higher education in Scotland, and it shall exempt management fees related to the use of the Special Fund, and shall also seek to exempt taxes related to the Special Fund.

CHAPTER IV RIGHTS, OBLIGATIONS AND RESPONSIBILITIES OF THE UNIVERSITY

ARTICLE 6 The University shall agree and ensure that: the University shall be the owner of the Dedicated Site referred to in **ARTICLE 2** hereof or shall have the exclusive right of its use on a permanent basis (or at least for 50 years), and there shall not be any third party's joint financial obligation or debt related to the Dedicated Site.

ARTICLE 7 The University shall agree to accept the Special Fund the Headquarters, to undertake all the duties and obligations for the construction, renovation, equipment installation and other related issues

the Project, and to act as the entrusting principal that entrusts work to the implementation of the Project to a third party.

ARTICLE 8 The University shall agree to submit programs for project design and construction, the plan of equipment purchase, the timetable of project implementation and the budget report for the use of funds to the Headquarters within three months after this agreement enters into force, and it cannot file an application for and receive the construction license from local governmental authorities unless these submittals have been approved by the Headquarters. In case of a need to change anything of the submittals, the University shall make a written application in advance for approval by the Headquarters.

ARTICLE 9 The University shall agree, in accordance with its national laws and regulations in force, to select duly qualified, the most cost-effective companies or institutes for engineering, construction, supervision, provision of equipment and furniture as entrusted parties for undertaking the engineering design, construction, supervision, equipment and furniture assembly and related project work.

ARTICLE 10 The University shall agree, in accordance with its laws and regulations in force, to carry out controlling and managing measures for the project investment so as to ensure the effective use of fund. In the event that the actual project expenditures exceed the budget specified in **ARTICLE 3** hereof, the University shall be responsible for

the excess expenses.

ARTICLE 11 The University shall agree to undertake all the administrative work in the design, application, construction, check and acceptance and use of the Project, including, but not limited to:

(A) The establishment of a project management team that is responsible for organizing, coordinating, implementing and completing such jobs related to the Project as coordination, quality supervision, investment management, accounting, auditing, and others.

(B) Signing necessary documents of check and acceptance so as to obtain the final project licenses, provided that the quantities and quality of the completed project work conform to the specifications in the constructors' contract.

(C) Inviting the working group of the Headquarters to cooperate on related work at the crucial stage of project implementation.

(D) Reporting the use of the funds to the Headquarters in line with the report on the project schedule.

ARTICLE 12 The University shall agree, after the Project is completed, to hang a data plate at a notable place of the Dedicated Site with descriptions of the investment to this Project, of which the detailed contents shall be negotiated by the two parties.

ARTICLE 13 The University shall agree to ensure that the approval documents for the design, construction and use of the Dedicated Site can

be obtained from the local municipal departments and will be kept properly.

ARTICLE 14 The University shall agree and guarantee that, if any third party claims for any right or any local administrative authority imposes any administrative penalty during the project implementation, the University shall bear all the responsibilities thereof alone, and the Headquarters shall not be liable to such a third party or administrative penalty or the University.

CHAPTER V RIGHTS, OBLIGATIONS AND RESPONSIBILITIES OF THE HEADQUARTERS

ARTICLE 15 The Headquarters shall have the right to supervise the use of the Special Fund.

ARTICLE 16 The Headquarters shall have the right to provide proposals on the engineering drawings, the program on the decoration materials and the program on equipment installation of the Project offered by the University.

ARTICLE 17 The Headquarters shall agree to allocate the Special Fund on time.

ARTICLE 18 The Headquarters shall agree to send a working group to cooperate on related work at the crucial stages of project implementation.

CHAPTER VI CONSTRUCTION PERIOD

ARTICLE 19 The Project shall be completed within 24 months upon the signing of this agreement by both parties.

ARTICLE 20 In case of any event of force majeure or any other event beyond the control of the University that makes it impossible for the Project to be completed on time, the University shall indicate in writing to the Headquarters in a timely manner, and may, upon approval of the Headquarters, negotiate with the latter on the extension of the time limits. Events of force majeure include but are not limited to: war, national emergencies, natural disasters, governmental bans and so on.

CHAPTER VII TERMS ON THE USE OF THE DEDICATED SITE

ARTICLE 21 The University shall agree that the Dedicated Site as specified in **ARTICLE 2** hereof shall be subject to the free and exclusive use of the Model Confucius Institute for 30 years (hereinafter the Service Period"), and that during this period, the University shall not change the functions of the Dedicated Site, nor generate any third-party joint financial obligation or debt related to the Dedicated Site, such as mortgage of property ownership, pledge, guarantee or any other activities. The University shall have the right to use the Dedicated Site University purposes, with the agreement of the Headquarters, providing

the facilities are not being utilised by the Model Confucius Institute.

ARTICLE 22 The ongoing recurrent costs and expenses for network, telephone, cable TV, water, electricity, heating, gas and other fees within the Dedicated Site during the shall be equally shared by both parties for the first five years of the Project Service Period. In five years both parties shall review the agreement on how the costs shall be shared in terms of income sources (e.g., donations, income of the Confucius Institute).

CHAPTER VIII TERMINATION AND INDEMNIFICATION

ARTICLE 23 Upon the University's unilateral termination of the agreement on the establishment of the Confucius Institute at the University with the Headquarters, this agreement shall automatically terminate. In such a case, the University shall assume the liability for breaching this agreement, and pay a penalty (penal sum = the Special Fund ÷ Years of Project Service × years of breach). The University shall, within 45 days after the date of the termination of this agreement, pay the penalty of breach by bank transfer to the Headquarters, with 0.1% of the penalty to be paid for each day of late payment.

ARTICLE 24 In the event that the University is found to be incapable fulfilling the obligations under this agreement due to its own reasons the date when this agreement enters into force to the completion of the Project, the University must submit to the Headquarters a written

announcement on the termination of this agreement. Termination of this agreement shall not affect educational activities of the Confucius Institute at the University in the year of this termination. In such a case, the University shall refund the Special Fund invested by the Headquarters in lump sum. The University shall, within 45 days after the date of the termination of this agreement, repay the above Special Fund to the Headquarters, with 0.1% of the Special Fund to be paid for each day of payment.

ARTICLE 25 In case of any event of force majeure specified in **ARTICLE 20** hereof which cannot end or disappear in a foreseeable time, both parties may terminate this agreement upon friendly negotiations. The University shall, within 60 days after the date of the termination of this agreement, return the remaining amount of the Special Fund to the Headquarters by bank transfer, with 0.1% of the remaining Special Fund to be paid for each day of late payment.

ARTICLE 26 After the Dedicated Site specified in **ARTICLE 2** has been put into use, if its use by the Model Confucius Institute cannot be continued due to land requisition by the country or any other reasons, the University shall submit a written statement on the issue to the Headquarters, and provide an alternative site with the equivalent space and facilities for the Model Confucius Institute to use, with all the fees resulting from the substitution to be borne by the University.

CHAPTER IX SETTLEMENT OF DISPUTES

ARTICLE 27 In case of any conflict or dispute arising during the performance of this agreement, it shall be settled in a friendly manner. If such negotiations fail within two months, the case may be brought to the Scottish Courts and the parties acknowledge such conflict or dispute shall be governed by the laws of Scotland.

CHAPTER X PERIOD OF VALIDITY

ARTICLE 28 This agreement shall remain effective until expiry of the Project Service Period.

CHAPTER XI MISCELLANEOUS

ARTICLE 29 If any one of the provisions in this agreement is invalid or incompatible with any existing law of the country of the University, both parties must conduct discussions for its modifications, but it shall not affect the implementation of other provisions.

ARTICLE 30 Any modification to this agreement can only be made in a written form in both Chinese and English languages, and shall be signed by authorized representatives of both parties before it enters into

ARTICLE 31 All the notifications, documents, agreements, requests, statements, opinions and information related to this agreement shall be sent by mail, fax or e-mail.

ARTICLE 32 Both parties hereby make a statement that, except those terms and conditions that have already been clearly written in this agreement, both parties did not rely on any non-written promise, guarantee or warranty at the time of this agreement being entered into (whether it's arising from negligence or other unintentional reasons).

ARTICLE 33 Both parties shall agree to observe provisions that have been clearly specified in this agreement. No party shall depend on any statement, warranty or guarantee other than this agreement to raise a contractual dispute.

ARTICLE 34 Both parties shall treat this agreement as a confidential file. Without the other party's written consent, any party shall not publish, disclose, make public, or allow others to publish, disclose or make public any material or information concerning the other party of this agreement that has been informed of or obtained, unless the release, disclosure, or publication of the material or information is necessary for one party to fulfill its obligations under this agreement.

Any matters not covered in this agreement shall be settled through friendly consultations between the two parties.

The undersigned are duly authorized representatives for signing this agreement.

This agreement is made in duplicate, each in the Chinese and English languages, and both are equally authentic.

Annex: Feasibility Report on the Construction of the Dedicated Site

Chief Executive

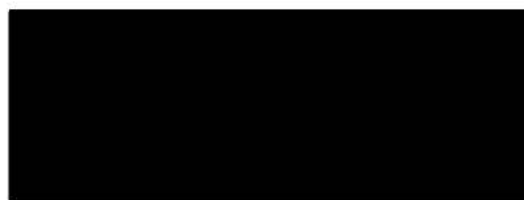
Principal

Confucius Institute Headquarters

The University of Edinburgh



Xu Lin



Timothy O'Shea

Date: 2014.12.25

Date: 17/12/14