

**AGREEMENT BETWEEN XI'AN JIAOTONG UNIVERSITY
AND UNIVERSITY OF LIVERPOOL
ON THE COOPERATION ON CONFUCIUS INSTITUTE**

Party A: Xi'an Jiaotong University

Address: Xianning West Road 28, Xi'an, Shaanxi, 710049, P. R. China

Authorized representative: Professor WANG Shuguo, President

Party B: The University of Liverpool

Address: The Foundation Building, 765 Brownlow Hill, Liverpool L69 3ZX, United Kingdom

Authorized representative: Professor Dame Janet Beer, Vice-Chancellor

Whereas the authorization has been issued by the Chinese International Education Foundation (hereinafter abbreviated as "the Foundation") to Xi'an Jiaotong University (herein after abbreviated as "XJTU") and the University of Liverpool (herein after abbreviated as "UoL") to cooperate on the development of the Confucius Institute at UoL 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 and 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 UoL, which is a subordinate body of UoL/a not-for-profit

legal entity that is registered independently/a China-UK cooperation project, shall serve the purpose of Confucius Institute, operate according to the laws and regulations of England and local needs and may carry out the following activities:

- (a) Chinese language teaching programs and related studies;
- (b) Language and cultural exchange activities;
- (c) Training Chinese language teachers;
- (d) Developing Chinese language education resources;
- (e) Organizing accreditation tests on Chinese language and culture;
- (f) Providing information and consultative services concerning education in China, Chinese culture, and so forth;
- (g) And other activities in accordance with the purpose of Confucius Institutes and 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:

The Board of Directors consists of 9 members: 5 members from Party A, 4

members from Party B. The Board of Directors will include a Chairman who is acted by Pro Vice Chancellor Education from the University of Liverpool and a Vice Chairman who is acted by Vice President in charge of international affairs from Xi'an Jiaotong University.

Other Board members (Party A): Director of Department of International Cooperation and Exchange, Dean of School of International Education, Executive Vice Dean of School of International Education, Liverpool Confucius Institute Deputy Director (Party A).

Other Board members (Party B): Liverpool Confucius Institute Director (Party B), Liverpool Confucius Institute Deputy Director (Party B), an external representative.

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 UK Directors and personnel for other key management positions; approving the annual work plan and budget and final accounts; deciding on the establishment of subordinate Confucius Classrooms and reporting the decision to the Foundation for examination and approval; approving the proposal to set up

subordinate teaching sites; reviewing and approving Confucius Institute annual report; and making decision on other major issues concerning the Confucius Institute.

The aforementioned constitution, development plan, list of Board members, profiles of Chinese and UK 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 one time per year on-site or online. Board decisions shall be recorded in the minutes and kept as important archives.

2. Operation and management of the Confucius Institute

Chinese and UK Directors, 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 Deputy Director (China) and pay the salary of the Deputy Director, their travel costs between China and the UK and their accommodation expenses during his or her term of service;
- (c) Provide and train the teaching staff, selected from XJTU or through other

channels, and pay their salary and, for those recruited from China, their travel costs between China and the UK and their accommodation expenses during their term of service;

- (d) Provide annual fund to the Confucius Institute by two separate times every year, with [REDACTED] paid in advance by 31st January of the calendar year. The remainder (minus the previous year's balance) will be paid by 31st May upon the normal execution of the agreed budget. Party A shall pay Party B within 30 days of receiving an invoice from Party B.
- (e) Jointly determine with Party B that the annual budget and the previous year's final accounts shall be submitted no later than 15th January.
- (f) Select the most suitable candidate for the Deputy Director (China) role, in accordance with the job descriptions that both Party A and Party B agree upon. The Deputy Director (China) will not be dispatched to the UK until both Party A and Party B reach a consensus.
- (g) If Party B deems that the Deputy Director's (China) qualifications and performance do not meet the job requirements, Party B can make a request to the Board for a replacement. Upon agreement by the Board, Party A will call back the director and nominate the replacement in a timely manner. With regard to the Chinese teachers, if Party B deems that they are incompetent, Party B can make a request for their replacement(s) to the Deputy Director (China). With the approval of the Deputy Director (China), they will be called back and replaced in a timely manner by Party A.
- (h) Receive the visiting delegations from the Confucius Institute;
- (i) Assist students of the Confucius Institute in applying for Confucius Institute Scholarship;
- (j) Provide teaching resources and other feasible support for the Confucius

Institute;

And so forth.

2. Party B shall:

- (a) Create a supportive local social environment for the development of the Confucius Institute;
- (b) Jointly formulate the development plan and raise funds with Party A;
- (c) Jointly determine with Party A that the annual budget and the last year's final accounts of the Confucius Institute shall be submitted no later than 15th January. Party B shall post the invoice to Party A before 30 days of the funds allocated.
- (d) Provide office and teaching space and events venues and related campus facilities for planned Confucius Institute activities and events;
- (e) Appoint a UK Director and a UK Deputy Director and pay the salary of the Director and Deputy during their term of service;
- (f) Provide administrative personnel and teaching staff (full-time or part-time) and pay their salary and related employment costs during their term of service;
- (g) Assist personnel from the Chinese side in entry, exit and residence procedures and provide necessary work facilities, life conveniences and security assurance;
- (h) Open a dedicated bank account for the Confucius Institute and manage and use the fund in full compliance with the laws and regulations;

And so forth.

ARTICLE 4 INTELLECTUAL PROPERTY

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 agreement by parties concerned 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 31/03/2024 as per the term of authorization granted by the Foundation. Upon the request of either party, and subject to approval by both parties, this agreement may be reviewed and amended before the expire date stated above. 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 beyond a Party's reasonable control, 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 labor 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 by either Party 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, *inter alia*, shall be agreed by both Parties through consultation and shall be reported to the Foundation for record. However, if the delay in performance lasts for more than 3 months, the other Party may terminate this Agreement with immediate effect by giving written notice to the Party whose performance is delayed or prevented.

(d) if the other Party is in breach of any provision of this Agreement and (if it is capable of remedy) the breach has not been remedied within 30 days after receipt of written notice specifying the breach and requiring its remedy.

(e) if the other Party becomes insolvent or if an order is made or a resolution is passed for its winding up (except voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator, administrative receiver or receiver is appointed over the whole or any part of the other party's assets, or if the other party makes any arrangement with its creditors.

In any event, the maximum liability of any Party under or otherwise in connection with this Agreement or its subject matter shall not exceed the equivalent monetary value of their contribution under this Agreement. The liability of any Party for any

breach of this Agreement, or arising in any other way out of the subject-matter of this Agreement, will not extend to loss of business or profit, or to any indirect or consequential damages or losses.

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, in consultation and agreement with the Board, 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 during the execution 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.

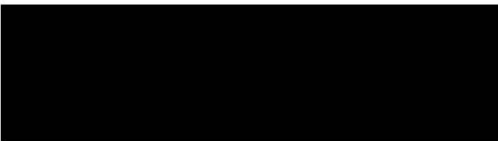
ARTICLE 10 MISCELLANEOUS

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

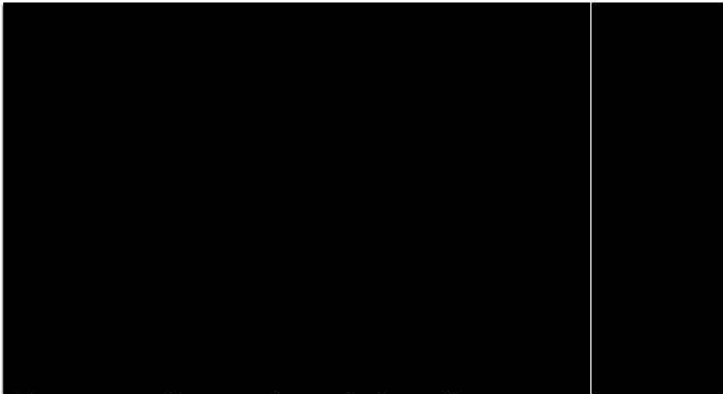
The undersigned hereby are duly authorized by each institution to execute this Agreement.

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.

This Agreement and the rights and obligations of both parties shall be governed and construed in accordance with the governing law of the country of the defending party, without regard to conflict of laws principles, in the legally competent court of the country of the defending party.



Professor Dame Janet Beer
Vice-Chancellor
University of Liverpool
Date: 13/09/2021



Shuguo WANG
President
Xi'an Jiaotong University
Date: 02/08/2021