

**AGREEMENT BETWEEN
CARDIFF UNIVERSITY
AND
THE OFFICE OF CHINESE LANGUAGE COUNCIL
INTERNATIONAL
FOR THE ESTABLISHMENT OF
THE CONFUCIUS INSTITUTE AT CARDIFF UNIVERSITY**

In order to strengthen educational cooperation between the UK and China, support and promote the development of Chinese language education, and increase mutual understanding between the peoples of the UK and China, Cardiff University and hereby the Office of Chinese Language Council International (Hanban) agree as follows:

Article 1 Purpose

The purpose of this agreement is to identify the rights and responsibilities of Hanban and Cardiff University in the establishment of the Confucius Institute at Cardiff University.

Article 2 Character

The Confucius Institute at Cardiff University shall be a non-profit making institute with the purpose of enhancing intercultural understanding in the UK by providing courses in Chinese language and culture.

Article 3 Executive Institution

Whereas, Cardiff University and Xiamen University agree to work together and with the authorization and appointment of Hanban, Xiamen University will construct the Confucius Institute with Cardiff University as the executive institution. The two parties of cooperation will sign a

supplementary agreement covering matters not settled by this Agreement. The supplementary agreement should be audited by Hanban before signing.

Article 4 Scope of Activities

The Confucius Institute at Cardiff University University can provide the following Chinese teaching courses and programmes according to local demand:

1. Teach Chinese using a variety of methods including multimedia and the Internet;
2. Train teachers to teach Chinese in primary schools, high schools and colleges;
3. Administer the Chinese Proficiency Test and tests to certify ability to teach Chinese as a foreign language;
4. Teach Chinese courses of various types in various areas to all interested parties;
5. Sponsor academic activities and Chinese competitions;
6. Show Chinese movies and TV programmes;
7. Provide consulting services for individuals wishing to study in China;
8. Provide reference materials for teachers and other professional persons.

Article 5 Organization

The Confucius Institute shall have a Board of Advisors composed of members of both parties. The Board of Advisors shall maintain responsibility for the operation of the Confucius Institute.

Article 6 Obligations

The obligations of Hanban:

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

2. To provide multimedia coursewares and other teaching materials, supplementary materials, and audio-visual materials authorized by Hanban; and to authorize the use of online courses.
3. To provide 50,000-100,000 US Dollars as a start-up fund, payable to the special account opened by Cardiff University in the local Bank of China.
4. To provide 3,000 volumes of books, audio-visual, and multimedia materials.
5. To send one or two Chinese instructors and pay for their air fares and salaries.

The obligations of Cardiff University:

1. To provide an appropriate site and facilities for the Confucius Institute to carry out its activities; to provide the necessary conditions to establish the Confucius Institute; to open and manage a special account for the Confucius Institute; and to be responsible for the ongoing management of the facilities of the Confucius Institute.
2. To provide administrative personnel (full time or part-time) as required and provide payment for those personnel.
3. To provide appropriate working conditions for the Chinese instructors.
4. Assist the Chinese party at the Institute with all immigration procedures.
5. Agree to discuss with Hanban any further requirements of the Confucius Institute.

Article 7 Financial Support

The Confucius Institute will be jointly funded by Cardiff University and Hanban. The Institute should ultimately assume sole responsibility for its profits or losses by charging fees for language courses and other programmes.

Article 8 Intellectual Property

Hanban exclusively owns the title of “The Confucius Institute”, its related logo, and plaque (or badge) as its exclusive intellectual property. Cardiff University cannot continue applying or transfer the title, logo, and plaque (or badge) in any form, either directly or indirectly, after this agreement has been terminated. If Hanban OR Cardiff University invests resources to develop a piece of research at the Confucius Institute that generates intellectual property, the party that has invested the resources will own the intellectual property rights. If Hanban AND Cardiff University jointly invest resources to develop a piece of research at the Confucius Institute that generates intellectual property then both parties will share the intellectual property rights. In the event of any dispute, the two parties should consult with each other amicably or submit to the jurisdictional bodies according to relevant laws and regulations.

Article 9 Revision

With the consent of both parties, this Agreement may from time to time be revised through a process of negotiation and discussion in a spirit of cooperation and good will and any revisions will be made in writing, in both English and Chinese, and signed by authorized representatives of the parties.

Article 10 Term

The Agreement shall become effective on the date when the two parties sign below. The Agreement shall have a period of validity of 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 5 years.

Article 11 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 affected shall inform the other party so the programme may be delayed or terminated in order to mitigate the loss of the other party.

Article 12 Termination

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

1. Either party may terminate this Agreement upon giving 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 achieve the anticipated aim because of a decline in local demand.
4. If an action perpetrated by one party of the agreement severely harms the image and reputation of the Confucius Institute, the other party will terminate the Agreement immediately.
5. The Agreement cannot proceed due to force majeure.

The termination of the Agreement will not affect any other agreements, contracts or programmes between the two parties.

Before the Agreement is terminated, Cardiff University should make appropriate arrangements for the enrolled students and for other activities that have been commenced.

Article 13 Dispute Settlement

In the events of any dispute, the two parties should consult with each other amicably or submit to the jurisdictional authorities at the place this Agreement was signed.

Article 14 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 effect.

Article 15 Other Terms

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

Cardiff University

The Office of Chinese Language
Council International

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Dr David Grant
Vice Chancellor

Zhao Guocheng
Deputy Director General

Date: 2 April 2007

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