

**RENEWAL OF AGREEMENT BETWEEN
CONFUCIUS INSTITUTE HEADQUARTERS OF CHINA
AND
CARDIFF UNIVERSITY, UNITED KINGDOM
ON CO-DEVELOPMENT OF
CONFUCIUS INSTITUTE AT CARDIFF UNIVERSITY**

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 Cardiff University, United Kingdom, signed the Renewed Agreement on 02/04/2012. Upon the end of five-year term, after collegial consultation, both parties agree to renew the agreement on the Confucius Institute at Cardiff University (“the Institute”), as follows:

Article 1 Purpose

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

Article 2 Character

The Institute shall be a non-profit educational institution.

Article 3 Executive Institution

Cardiff University is willing to continue cooperation with Xiamen University. Xiamen University will continue constructing the Confucius Institute with Cardiff University as the Chinese executive institution. Cardiff University and Xiamen University will sign the supplementary agreement on the details of cooperation. The supplementary agreement should be audited by the Headquarters before signing.

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

Article 4 Scope of Activities

The Institute can carry out the following activities according to the Constitution and By-laws of Confucius Institutes, as well as local circumstances:

1. Teaching Chinese language, providing Chinese language teaching resources and carrying out research on Chinese language teaching;
2. Training Chinese language instructors and developing Chinese language teaching materials;
3. Organizing 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, Operation and Management

1. The Institute at Cardiff University shall adopt a Director Responsibility System under the leadership of the Board of Directors.
2. The Board of Directors consists of members nominated from two parties. 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 Director 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. The Board meeting should be held at least once a year.
3. Two collaborating parties appoint one Director respectively.
4. The Headquarters acknowledges that Cardiff University and its faculty ultimately have the right to determine the content of the curriculum and the manner of instruction for all programs administered by Cardiff University. Cardiff University acknowledges that the Headquarters ultimately has the right to determine the programs to which it provides funding.
5. Chinese citizens involved in activities of the Institute shall be subject to the laws and policies of Cardiff University and the United Kingdom. Non-Chinese 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. Cardiff University will be in charge of its daily operation and management. It should assume the sole responsibility to maintain a balance between income and expenditure by charging language course fees and other programs.

Article 6 Obligations

The obligations of the Headquarters:

1. To authorize the use of the title “Confucius Institute”, logos and Institute emblems.
2. To provide teaching materials, coursewares and other books according to the need, to authorize the use of online courses.
3. To provide a set amount of annual fund according to needs.
4. To send Chinese instructors or volunteer teachers based on the requirements of teaching, and pay for their air fares and salaries.
5. To provide support of Headquarters’ programs, include the Confucius Institute Scholarship, Summer or Winter Camp in China, and Confucius China Studies Program, etc..

The obligations of Cardiff University:

1. To provide a fixed office place and appropriate sites for teaching and other activities of the Confucius Institute; To provide office and teaching facilities, and be responsible for their management and maintenance.
2. To provide necessary administrative personnel and teaching staff (full time or part-time) and provide the related payment.
3. To assist the Chinese party on the visa application and residence procedures, and provide necessary working facilities and life conveniences.
4. To keep a separate account for independent accounting in the

Institution's financial system. To submit financial audit report of Confucius Institute to Headquarters every two years.

5. To provide a set amount of annual fund, which should not be less than the amount provided by the Headquarters.

6. To accept the project assessment 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. Cardiff University 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 the intellectual property of the concrete program implemented by the Institute. And the two parties can consult on the IP ownership in collaborative programs. In the events of 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 all 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 of both parties signing. The Agreement shall have a period of 5-year validity. If either party wishes to terminate the Agreement, it must notify the other in writing 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 program may be delayed or terminated, and duly take effective measures to mitigate the loss of the other party.

Article 11 Termination

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

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 cases, neither party can request for terminating this Agreement ahead of time; Or the default party must compensate for all the damages incurred to the other party, which include but not are limited to

all the investment made under this Agreement, the legal expense and the indemnity for defamation.

When this Agreement terminates, the two parties should both adopt rehabilitation measures, in order to avoid negative impact on either party. The measures include, but are not limited to:

1. Upon termination, the funds of the collaborative program will be automatically frozen and returned to the Headquarters after the confirmation of both parties on the amount.
2. The termination of this Agreement shall not affect other separate agreements, contracts or programs between the two parties.
3. Upon termination, Cardiff University should make proper arrangements of the enrolled students and other matters.
4. After termination, the implementation agreement will be terminated automatically.

Article 12 Dispute Settlement

In the events of any dispute, the two parties agree to attempt to engage in a good faith to find a solution. In the event such an attempt appears unsuccessful, the parties agree to submit the dispute to a third party trusted by the both parties.

Article 13 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 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.

Other matters not settled by this Agreement shall be solved through friendly, cooperative consultations 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, in both languages, shall have the same effectiveness.

Confucius Institute Headquarters

Deputy Chief Executive

s.40(2) FOIA

Cardiff University

President

s.40(2) FOIA

Date: 2018.3.30

Date: 5/2/18