

31 March 2015

Madam Xu Lin  
Counsellor of the State Council,  
Director General HANBAN and  
Chief Executive Confucius Institute Headquarters.  
129 Deshengmenwai Street  
Xicheng District  
Beijing 100088  
People's Republic of China

Dear Madam Xu

### **AGREEMENT BETWEEN THE UNIVERSITY OF HULL AND HANBAN**

I am very pleased to send you the signed agreement between the University of Hull and Hanban for the establishment of a Confucius Institute at the University of Hull. Please note that the University has signed the agreement with the intention that this letter and the signed agreement are read as one document. If the points set out in this letter, which are intended to clarify certain aspects of the agreement, are not acceptable to you, then the University does not intend to proceed further.

#### **Article 3 – Executive Institution**

If the Confucius Institute is not launched within one year of the date of the signing of the agreement between us then the agreement will be null and void.

#### **Article 4 – Scope of Activities**

Local instances include, where relevant, requirements imposed by English law or the University of Hull's Charter, Statutes and associated documents and the provisions of the supplementary agreement between the University of Hull and Tianjin Normal University (the Supplementary Agreement).

#### **Article 5 – Organisation**

The references to "two parties" and "two collaborating parties" are references to the University of Hull and Tianjin Normal University. The Confucius

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Institute will be an independent body lead by a Board of Directors in accordance with the provisions of the Supplementary Agreement and will be made up of members appointed by the University of Hull and Tianjin Normal University. Detailed arrangements for the organisation and management of the Institute will be set out in the Supplementary Agreement, to include responsibility for profits and losses.

The assessment of teaching quality by Headquarters relates solely to Chinese language courses taught directly and solely by the Confucius Institute which do not contribute in any way to credit-bearing awards that fall under the scrutiny of the UK Quality Assurance Agency.

### **Article 6 – Obligations**

Headquarters will provide annual funds to the Institute in the light of the annual budget set by the Board. The University of Hull will provide office and teaching accommodation and administrative support and other services in accordance with the Supplementary Agreement and will provide annual funding by way of a grant or in kind, normally to match the annual funding provided by Headquarters.

If the University of Hull provides necessary working facilities and life conveniences for the Chinese instructors in addition to the accommodation and services covered by the previous sentence, the cost must be met by Headquarters or the Institute, but if it is met by the Institute it must be pre-agreed by the University.

### **Article 12 – Dispute Settlement**

The appropriate court will normally be the court within whose jurisdiction the dispute falls, which means that activities taking place in England will be subject to English courts, and activity in China will be subject to Chinese courts.

Unless we hear from you to the contrary, we will assume this is acceptable to you and will now work with Tianjin Normal University to draw up the Supplementary Agreement setting out the details of our intended co-operation with them.

Yours sincerely

  


**Calie Pistorius**  
Vice-Chancellor