

IMPLEMENTATION AGREEMENT
BETWEEN
UNIVERSITY OF HUDDERSFIELD
AND
EAST CHINA UNIVERSITY OF SCIENCE AND TECHNOLOGY
FOR THE DEVELOPMENT OF THE CONFUCIUS INSTITUTE
AT UNIVERSITY OF HUDDERSFIELD

In accordance with the desire to achieve a healthy operation and sustainable development of the Confucius Institute at the University of Huddersfield (“UoH”), and in consideration of the Agreement Between Confucius Institute Headquarters (“Headquarters”) And UoH For The Establishment of the Confucius Institute at UoH, UoH and East China University of Science and Technology (“ECUST”) hereby enter into the following implementation agreement.

I. AIM

The aim of this agreement is to guarantee the healthy operation and the sustainable development of the Confucius Institute at UoH.

II. MEMBERS OF THE BOARD OF ADVISORS

CHAIR

VICE-CHAIR

DIRECTORS

MEMBERS

III. OBLIGATIONS OF THE BOARD OF ADVISORS

1. To shoulder the responsibility for the operation of the Confucius Institute.
2. To make the implementation plan stipulated in ARTICLE 4 of the Establishment Agreement between Headquarters and UoH that was entered into on or around the date of this Agreement
3. To formulate or approve the curriculum of the teaching programs run by the Confucius Institute.
4. To formulate approve the student recruitment plan of all the programs run by the Confucius Institute.
5. To formulate, plan and approve the proposed budget and financial accounts of the Confucius Institute.
6. To appoint and remove the Director and Chinese Director of the Confucius Institute. The Director should be the professor from UoH with administrative abilities, and has been devoted to the Chinese language and cultural exchange program and the

establishment of the Confucius Institute. The Chinese Director should be assigned by ECUST, and should be qualified in English, Chinese Culture, management and coordination abilities. The Director and Chinese Director are responsible to the Board of Advisors.

7. To organize the Director's Office so that all the policies and decisions by the Board of Advisors can be carried out. The office consists of the Directors and administrative support.

IV. MECHANISM OF THE BOARD OF ADVISORS

1. Establishing communication between Chair and Vice-Chair of the Board of Advisors, and between Director and Chinese Director.
2. Convening Board of Advisors Meetings at least one time annually, and making important policies and decisions on the operation and development of the Confucius Institute.
3. Submitting the Confucius Institute's budget proposals, annual plan and financial accounts to UoH, Headquarters and ECUST in May every year.
4. Discussing with Headquarters on the solutions when there are some problems or difficulties in the operation of the Confucius Institute.

V. SUPPLEMENTARY CLAUSES

RESPONSIBILITIES OF ECUST

1. To provide one or two visiting scholars/instructors on Chinese language and culture each year (Hanban to cover costs for travel, salary, accommodation, insurance etc)
2. To provide all necessary textbooks, reference materials, and audio-visual materials for students of the Confucius Institute.
3. To receive the students study group from the Confucius Institute.
ECUST should assign instructors to help them with their study and practice. The expenses incurred would be covered by the Confucius Institute.
4. To decide the themes of the academic reports and the implementation plans through discussion with the board of Advisors.

RESPONSIBILITIES OF UoH

1. To provide offices space with necessary facilities and appropriate teaching rooms for the Chinese instructors, visiting scholars and related personnel when they work at the Confucius Institute.
2. To be responsible for the transport for the instructors, visiting scholars and the related personnel from ECUST between UoH and the Manchester International Airport.

3. To undertake the marketing of the programs run by the Confucius Institute.
4. To hold the academic activities relating to the Confucius Institute.

VI. Financial Support

1. The funding for the Confucius Institute consists of four parts:
 - 1) Support from UoH as detailed in the Establishment Agreement;
 - 2) Support from Headquarters as detailed in the Establishment Agreement;
 - 3) Tuition fee from the programs of the Confucius Institute;
 - 4) Fundraising from classes and events organized by the Confucius Institute.
2. The Confucius Institute should submit a yearly budget report and yearly settlement report to UoH, Headquarters and ECUST at the beginning of each academic year.
3. Income generated from the Confucius Institute should be used to support the operation expenditures and the development and expansion of the Confucius Institute.
4. The Confucius Institute Funds can only be used with the signatures of both the Director (UoH) and the Chinese Director (ECUST).

VII. Agreement Language

This Agreement is written in both Chinese and English. Each version shall have the same effect. Each party shall keep the two versions for reference.

VIII. Term

Subject to the Establishment Agreement being duly executed, the Agreement shall be in effect on the date of both parties signing. Subject to Article IX (termination), the Agreement shall have a fixed period of 5-year validity from the date of both parties signing the Agreement (Term). If the parties wish to extend the Agreement beyond the Term, they must agree to do so in writing at least 90 days before the end of the Term.

IX. Termination

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

1. Immediately after the termination of the Establishment Agreement, this Agreement will terminate automatically.
2. The Headquarters has the right to terminate this Agreement if the ECUST is confirmed by the Headquarters to have failed to perform its responsibilities.
3. The University has the right to terminate this Agreement immediately by written notice if the ECUST or any of its officers, employees, agents or sub-contractors commits a breach or act or omits to do any act or thing which causes or, in the opinion of the University (acting reasonably) may cause

material loss or damage to the University's reputation.

X. 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 or, failing agreement on the identity of such third party, to the Chartered Institute of Arbitrators (CI Arb) to be settled by final and binding arbitration in accordance with the CI Arb Arbitration Rules. The arbitral tribunal shall be composed of one arbitrator which shall be appointed by the CI Arb. The place of arbitration shall be London, England. The proceedings shall be conducted in accordance with the arbitration laws of England.

XI. Other Terms

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.

Nothing in this agreement shall limit or exclude a party's liability for death or personal injury caused by its negligence or fraud or fraudulent misrepresentation. Subject to the above, a party's total liability to the other party, whether in contract, tort (including negligence), for breach of

statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to [£5,000].

Neither party shall be liable to the other whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of or damage to goodwill, loss of use or corruption of software, data or information and any indirect or consequential loss.

Each party acknowledges that this Agreement, and any contracts referred to in it, contains the whole agreement between the parties and that it has not relied upon any oral or written representation made to it by the other or its employees or agents and has made its own independent investigations into all matters relevant to it.

No party shall assign or sub-contract any of its rights or duties under this Agreement without the prior consent in writing of the other party. Any variation of any provision of this Agreement must be agreed in writing and signed by the authorised representatives of both parties.

This Agreement does not create, confer or purport to confer any benefit or right enforceable by any person not a party to it by virtue of the Contract (Rights of Third Parties) Act 1999.

In performing its obligations and exercising its rights under this Agreement,

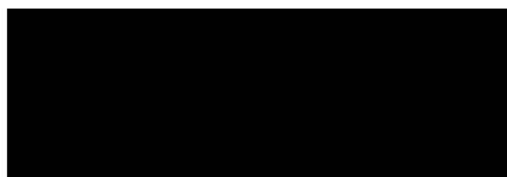
regarding the educational practice on Confucius Institute, the ECUST will comply with all applicable laws according to the law of England and Wales in force from time to time and University rules, policies and guidelines relating to data protection, consumer law, counter-terrorism and security, anti-slavery and anti-bribery to the extent that such laws and policies apply to it or the subject matter or performance of this Agreement, except as otherwise violating the fundamental interests of ECUST.

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.

This Agreement and any non-contractual obligations arising out of or in connection with it will be governed by the law of England and Wales. Subject to Article X, the courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with this Agreement (including in relation to any non-contractual obligations).

Signed for and on the behalf of
University of Huddersfield

Vice-Chancellor

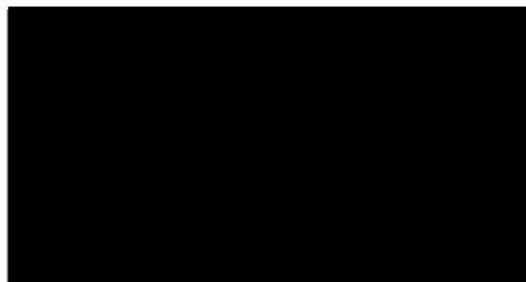


Bob Cryan CBE CCMi FEng

Date: 8th July 2019

Signed for and on the behalf of
East China University of Science
and Technology

President



Date: 8th July 2019

