

**IMPLEMENTATION AGREEMENT**  
**BETWEEN**  
**QUEEN MARY UNIVERSITY OF LONDON, UK**  
**AND**  
**SHANGHAI UNIVERSITY OF FINANCE AND ECONOMICS**  
**FOR THE DEVELOPMENT OF THE CONFUCIUS INSTITUTE AT**  
**QUEEN MARY UNIVERSITY OF LONDON**

This Implementation Agreement (this "**Agreement**") is entered into by Queen Mary University Of London ("**QMUL**") whose registered office is at Mile End Road, London, United Kingdom (the "**UK**"), E1 4NS, and Shanghai University Of Finance And Economics ("**SUFE**") whose registered office is at 777 Guoding Road, Shanghai, People's Republic of China ("**China**" or the "**PRC**") (each a "**Party**" and, collectively the "**Parties**").

In consideration of the *Agreement Between Confucius Institute Headquarters of China* ("**Hanban**") and *QMUL for the Establishment of the Confucius Institute at QMUL*, dated 22<sup>nd</sup> May 2015 (the "**Hanban-QMUL Agreement**") and the *Feasibility Analysis Of Confucius Institute At QMUL*, dated 2<sup>nd</sup> September 2014, the Parties set out in this Agreement the terms of their cooperation in relation to the establishment and operation of a Confucius Institute at QMUL's premises in London (the "**Confucius Institute**" or "**CI**").

**I. AIM OF AGREEMENT**

To ensure the healthy operation and development of the Confucius Institute, the Parties have entered into this agreement in relation to the establishment, management, operation and sustainable development of the Confucius Institute. The Confucius Institute shall be established and operated in accordance with the *Constitution and By-laws of Confucius Institutes* (the "**Constitution and By-laws**") and the *Regulations for the Administration of Confucius Institute Headquarters Funds* (the "**Funding Regulation**") and applicable laws and regulations of the UK ("**English Laws**") and of the PRC ("**PRC Laws**") and under the supervision of Hanban. The name

of the CI will be Queen Mary University of London Confucius Institute.

## II. MEMBERS AND FORMATION OF THE COUNCIL

1. The Parties shall establish a council to manage the affairs of the Confucius Institute and to undertake the obligations set out in Article III below (the "**Council**").
2. The Council shall be the management body governing all matters relating to the Confucius Institute, and shall be responsible for the overall operation and management of the Confucius Institute. It shall report its proceedings and decisions directly back to the respective bodies of the Parties and, where required by the Constitution and By-laws or the Funding Regulation, to Hanban.
3. There shall be ten (10) Council members, five (5) of whom shall be appointed in writing by QMUL and five (5) of whom shall be appointed in writing by SUFE. Each Council member's term of office shall be three (3) years, which term may be renewed by the appointing Party. The Principal of QMUL shall chair the Council and the President of SUFE shall be vice chairperson of the Council. The chairperson of the Council does not have a casting vote.
4. Each Party may remove and replace any of its appointed Council members prior to the end of their term of office by written notice to the other Party.
5. The initial Council members shall be:

### Appointed by QMUL

COUNCIL CHAIR:	Simon Gaskell
VICE PRESIDENT (INTERNATIONAL):	David Sadler
SPECIAL ADVISOR TO THE PRINCIPAL ON	
CHINA OPERATIONS:	Laurie Cuthbert
QMUL CI DIRECTOR:	Kathryn Richardson
HEAD OF INTERNATIONAL PARTNERSHIPS:	Andrew George

### Appointed by SUFE

PRESIDENT:	FAN Liming
VICE PRESIDENT (INTERNATIONAL):	YAO Lingzhen

DIRECTOR OF INTERNATIONAL EXCHANGE AND COOPERATION OFFICE	LI Hong
DIRECTOR OF ADMINISTRATIVE OFFICE OF CONFUCIUS INSTITUTE AT SUFE	SUN Bing
SUFE CI DIRECTOR:	ZOU Ping

### **III. OBLIGATIONS AND RESPONSIBILITIES OF THE AND THE DIRECTORS**

#### **A. The Council shall be responsible for the following:**

1. Managing the operations of the Confucius Institute.
2. Formulating and amending the constitution of the Confucius Institute.
3. Formulating and approving student recruitment proposals for all the programmes offered / provided by the Confucius Institute, curricula of the teaching programmes offered / provided by the Confucius Institute, annual plans, annual reports, project implementation schemes and development plans, and formulating quality assurance procedures for the Confucius Institute.
4. Applying for funds for the Confucius Institute's establishment and operation, in accordance with the Funding Regulation.
5. Examining and approving the budget proposals and final financial accounts of the Confucius Institute.
6. Formulating or approving the financial statements of the Confucius Institute. Financial statements shall be prepared in accordance with UK GAAP unless otherwise agreed by the Parties in writing.
7. Approving the appointment and dismissal of the Directors of the Confucius Institute.
8. Staffing the CI's office so that all the policies and decisions of the Council can be carried out. The office shall consist of one administrator (whose job profile and requirements shall be as set out in Schedule A), or otherwise as agreed by the Council.
9. Reporting to QMUL and SUFE on management/operational status and any significant issues relating to the Confucius Institute.

10. Formulating and submitting the Confucius Institute's annual plans and fiscal year summaries to QMUL, Hanban and SUFE in May of every year.
11. Discussing solutions with Hanban and the Parties when there are difficulties in the operation of the Confucius Institute.
12. Deciding other matters including, but not limited to, the following:
  - a) determining the target and maximum numbers of students to participate in programmes run by the Confucius Institute and any changes to such numbers, and submitting these recommendations to SUFE and QMUL for approval;
  - b) auditing the reimbursement of Confucius Institute-related expenses;
  - c) determining and approving the standards and benchmarks for assessing each Party's performance of its contractual obligations and responsibilities in relation to the Confucius Institute;
  - d) determining how to deal with disciplinary matters relating to any staff or students of the Confucius Institute;
  - e) reviewing the scope of the Confucius Institute and ensuring the quality of its teaching and programmes;
  - f) putting in place and determining suitable transitional and run-off arrangements in the event the Confucius Institute closes or any course held under it is terminated;
  - g) determining the scope, nature, timing and other relevant arrangements for recruitment campaigns or marketing campaigns;
  - h) determining the fee levels for courses and programmes run by the Confucius Institution and any changes to the same;
  - i) dealing with other relevant financial, administrative, social and related arrangements in relation to the Confucius Institute where requested by any member of the Council; and
  - j) any other matters as may be agreed by the Council or required by Hanban.
13. Where required by the Constitution and By-laws or the Funding Regulation, the Council shall obtain Hanban's approval for Council decisions.

B. There shall be two (2) Directors of the Confucius Institute as set out below.

1. One Director shall be appointed by QMUL (the "**QMUL Director**") and one Director shall be appointed by SUFE (the "**SUFE Director**").
2. Each Director shall have the qualities and skills set out in Article 28 of the Constitution and By-laws (reproduced in Schedule B). Each Director's term of office shall be three (3) years, which term may be renewed by the Director's appointing Party by written notice by that Party to the Council.
3. The roles of the two Directors shall be as defined in the job profiles set out in Schedule A, unless otherwise agreed by the Parties in writing.

#### **IV. MECHANISM OF THE COUNCIL**

1. In considering matters put before it and passing or rejecting relevant resolutions, the Council shall have regard to and comply with the provisions of English laws, the Constitution and By-laws and the Funding Regulation.
2. The Council may appoint a Council secretary (the "**Secretary**"), who shall be responsible for convening and serving notice of Council meetings, attending such meetings in person to take minutes, circulating minutes of such meetings for approval and signature by the members of the Council and dealing with such other matters and exercising such other powers as may be conferred on him/her by resolution of the Council from time to time. Where there is no Secretary, these functions shall be carried out by the Chair of the Council.
3. The Council shall hold no fewer than one (1) face-to-face meeting each year. Additional meetings (which may be held by way of electronic, video or telephone conferencing or face-to-face meeting) shall be held at such frequencies as may be determined by resolution of the Council from time to time or whenever a meeting request is proposed by at least two members of the Council. Fourteen (14) days' advance notice of a meeting shall be given by the Secretary or the Council Chair to each member of the Council. Meetings shall be held in English and translation into Chinese shall be arranged by the Parties if deemed necessary by the Council.
4. Each member of the Council shall have one vote in any Council decision. Any member who cannot attend a meeting may appoint a proxy by written notice of appointment signed by the relevant member to participate in the quorum and, where



required, vote on his behalf. All proxy appointment notices shall be presented or sent to the Chairperson prior to or at the relevant meeting. Six (6) members of the Council (which must include three (3) members appointed by QMUL and three (3) members appointed by SUFE), present in person, by proxy or by telecommunications, shall constitute the quorum necessary for a meeting of the Council.

5. Save as otherwise expressly provided in this Agreement, the adoption of resolutions by the Council shall require the affirmative vote of a simple majority of members of the Council present in person, by proxy or by telecommunications at a duly convened meeting of the Council. The adoption of resolutions in respect of the following matters shall require the affirmative vote of no fewer than two thirds or seven (7) members of the Council present in person, by proxy or by telecommunications at a duly convened meeting of the Council:
  - I. matters relating to the finances or budgeting of the Confucius Institute;
  - II. the appointment and/or removal of the Directors of the Confucius Institute;
  - III. the removal of any teaching personnel;
  - IV. major activities or events to be held by the Confucius Institute which do not fall within the usual activities of the Confucius Institute; and
  - V. any other matters that the Council may decide (by simple majority) should be resolved by a two thirds majority decision.
6. Where this Agreement provides that a matter shall be decided or acted upon by the Parties or a Party, the Council shall not be authorised to decide or act upon that matter except with the express written consent of the Parties or the relevant Party.
7. Complete and accurate minutes of each meeting of the Council shall be prepared to record all items of academic and business matters presented, discussed and resolved at such Council meeting. The meeting minutes shall be written in both English and Chinese.
8. Both Parties acknowledge that highly confidential matters may be discussed by the Council and that the contents of discussions held at Council meetings and the minutes or other records of such meetings made by members of the Council shall

constitute "Confidential Information" as defined in Article XII of this Agreement.

## V. SUPPLEMENTARY CLAUSES

### 1. OBLIGATIONS AND RESPONSIBILITIES OF SUFE

In addition to its other responsibilities under this Agreement, SUFE shall be responsible for the following:

- (1) Providing one or two visiting scholars/instructors on Chinese language and culture staff to the Confucius Institute each year, as requested by the Council (the "**SUFE Personnel**"). The SUFE Personnel shall be carefully selected; they shall have international experience and good English language skills and their appointment to the Confucius Institute shall be subject to the approval of QMUL. During the period of their appointment, the personnel will remain as employees of SUFE and be paid directly from China. To comply with English Laws, each SUFE Personnel must undergo a UK Disclosure and Barring Service check (a "**DBS Check**") before beginning any teaching or other services in respect of the Confucius Institute in the UK. SUFE agrees that each member of the SUFE Personnel shall undergo a DBS Check, shall instruct them to do so and shall assist QMUL in arranging and obtaining DBS Checks prior to each member of the SUFE Personnel beginning any teaching or other services in respect of the Confucius Institute in the UK. Pursuant to English Laws, no member of SUFE Personnel shall teach at, or provide any services to, the Confucius Institute where a DBS check is required by English Laws unless he/she holds a valid DBS Check certification permitting him/her to do so. The role and requirements of the SUFE Personnel shall be as set out in the job profile for Lecturer in Schedule A, unless otherwise agreed by the Parties in writing.
- (2) Providing textbooks, reference materials, and audio-visual materials to the Confucius Institute, as requested by the Council.
- (3) Receiving student study groups / exchange students from the Confucius Institute who travel to SUFE's premises in China, as requested by the Council. SUFE shall arrange all necessary accommodation and facilities for visiting students as well as

appropriate classes and/or courses of study (including assigning instructors to help such students with their studies and practice).

- (4) Deciding the themes of the academic reports and the implementation plans through discussion with the Council.
- (5) The promotional activities for the Confucius Institute in the PRC as decided by the Council.

## 2. OBLIGATIONS AND RESPONSIBILITIES OF QMUL

In addition to its other responsibilities under this Agreement, QMUL shall be responsible for the following:

- (1) Administering a separate budget code for the Confucius Institute ("**CI Account**"), and ensuring that funds in the CI Account are only used in compliance with the Council's instructions. QMUL shall not use funds in the CI Account for its own purposes.
- (2) Arranging offices with necessary facilities for teachers from China at the Confucius Institute; assisting with visa applications and residence procedures to allow them to lawfully live and work in the UK, the costs of which shall be Qualifying Expenses (as defined below).
- (3) Being responsible for the local transfer of any SUFE Personnel between the Confucius Institute and the airport in London, the costs of which will be Qualifying Expenses (as defined below).
- (4) Undertaking the marketing of the programmes run by the Confucius Institute in the UK as required by the Council, the costs of which shall be Qualifying Expenses (as defined below).
- (5) Hosting academic activities relating to the Confucius Institute, including providing lecture and computer facilities as necessary for such activities, the costs of which shall be Qualifying Expenses (as defined below).
- (6) Providing QMUL personnel to the Confucius Institute, as required by the Council.
- (7) Applying for and arranging DBS Checks for the SUFE Personnel.



## VI. FINANCIAL SUPPORT AND ACCOUNTING

1. Funding (provided by way of cash contributions and other support) for the Confucius Institute shall be obtained from the following sources:
  - 1) Support from QMUL;
  - 2) Support from Hanban;
  - 3) Support from SUFE; and
  - 4) Tuition fees generated by the Confucius Institute's programmes.
2. The Parties acknowledge that Hanban has agreed to provide US\$150,000 by way of start-up funds for the Confucius Institute ("**Hanban Start-up Funds**"). The Council shall, within one month of the date on which this Agreement is signed by both Parties submit to Hanban on behalf of the Confucius Institution a formal application for the Hanban Start-up Funds as required by the Funding Regulation.
3. The Council shall apply for further funding from Hanban on an annual basis ("**Annual Project Funds**") in accordance with the Funding Regulation. The Council may also apply to Hanban for additional funding for special projects as it deems necessary.
4. The Parties shall contribute funds and/or other support for the operation of the Confucius Institute annually as agreed by the Council and approved by Hanban. .
5. The Parties shall contribute the funding, by way of cash, facilities or other support, for the Confucius Institute, as may be required by the Council and/or Hanban.
6. The Council shall submit yearly budget reports and yearly settlement reports to QMUL, Hanban and SUFE at the beginning of each academic year or as required by the Constitution and By-laws or the Funding Regulation.
7. Income generated from the Confucius Institute shall be used to support the operational expenditure and the development and expansion of the Confucius Institute as provided under the Constitution and By-laws.
8. The Council shall delegate to QMUL the authority to manage the CI Account as a separate budget code. The Council shall manage the CI Account in accordance with any accounting rules agreed by the Parties (the "**Accounting Rules**").
9. QMUL shall record all moneys received from Hanban and all fees paid by students

of the Confucius Institute to the CI Account. All expenses of the Confucius Institute shall be charged to the CI Account.

10. The Parties acknowledge and agree that each Party may only receive, from the CI Account, reimbursements in relation to its expenses reasonably incurred in relation to the establishment, development and operation of the Confucius Institute which have been approved by the Council ("**Qualifying Expenses**") and any other sums as may be approved by the Council.
11. The accounting system and procedures to be adopted under the Confucius Institute shall be submitted to the Council for approval.
12. The debit and credit method, and/or the accrual basis of accounting, shall be adopted as the methods and principles for keeping the Confucius Institute's accounts.
13. The Confucius Institute shall adopt Pounds Sterling as its bookkeeping base currency.
14. All accounting records, vouchers, books and statements held or kept in relation to the Confucius Institute shall be made and kept in English.
15. The Parties shall procure that an annual financial report shall be produced by a competent accounting firm in the UK agreed upon by the Council.
16. The annual financial report shall be presented to the Council for approval prior to any external audit. Where required by the Constitution and By-laws or the Funding Regulation, any financial reports of the Confucius Institute shall be submitted to Hanban for approval.
17. The Council (or one or both Directors if duly authorised by unanimous resolution of the Council) shall be responsible for day-to-day approvals with respect to the CI Account in accordance with any Accounting Rules.
18. The financial management and accounting carried out in respect of the Confucius Institute shall comply with the Funding Regulation and applicable English Laws.

## **VII. Term and Termination**

1. This Agreement shall be effective as of the date when the Parties enter into this Agreement and shall be valid for a period of five (5) years.
2. Either Party may notify the other in writing during the 90 days before the end of the term of this Agreement that it wishes to terminate this Agreement (failing which this Agreement shall be automatically be extended for another five (5) years).
3. Either Party may terminate this Agreement at any time during the term of this Agreement by giving six (6) months' prior written notice to the other Party.
4. Either Party (the "**Notifying Party**") may notify the other Party in writing at any time prior to the expiration of its term that it desires to terminate this Agreement if:
  - 1) it has notified the other Party in writing that that other Party has materially breached this Agreement, and such breach is not cured to the reasonable satisfaction of the Notifying Party within sixty (60) days of the written notice;
  - 2) the other Party breaches the confidentiality or intellectual property obligations under Article XII of this Agreement; or
  - 3) the conditions or consequences of a Force Majeure Event (defined below) continue for a period in excess of six (6) months
5. This Agreement shall terminate automatically upon the termination of the Hanban-QMUL Agreement.
6. On expiration without renewal or on early termination of this Agreement:
  - 1) the Council shall formulate and approve a suitable transitional and run-off plan and put in place arrangements to ensure that all students of the Confucius Institute can complete courses that they have begun or are compensated appropriately and the settlement of any outstanding obligations incurred by the Parties in relation to the Confucius Institute; and
  - 2) each Party shall comply with the provisions of Article XII in respect of intellectual property rights and confidentiality.

## **VIII. Notices**

Any notice or written communication provided for in this Agreement by either Party to the other, including but not limited to any and all offers, writings, or notices to be given hereunder, shall be made in English by facsimile or electronic mail and confirmed by courier service-delivered letter, promptly transmitted or addressed to the appropriate Party. The date of receipt of a notice or communication hereunder shall be the date of delivery confirmed by the courier service in the case of a courier service-delivered letter, and the next business day after dispatch in the case of a facsimile or email. All notices and communications shall be sent to the appropriate address set forth below, until the same is changed by notice given in writing to the other Party.

### QMUL

Address: Mile End Road, London, United Kingdom, E1 4NS

Email address: kathryn.richardson@qmul.ac.uk

Attention: Kathryn Richardson

### SUFE

Address: 777 Guoding Road, Shanghai, China

Email address: sunbing@mail.shufe.edu.cn

Attention: Sun Bing

### Confucius Institute

Address: Mile End Road, London, United Kingdom, E1 4NS

Email address: kathryn.richardson@qmul.ac.uk

Attention: C/O Kathryn Richardson

### Hanban

Address: 129 Deshengmenwai Street, Xicheng District, Beijing, PRC

Telephone Number: 010 [REDACTED]

Email address: kongjia@hanban.org

Attention: Kong Jia

## **IX. Dispute Resolution**

1. In the event of any dispute, controversy or claim (a "**Dispute**") arising in connection with this Agreement, or the breach, termination or alleged invalidity hereof or thereof, the Parties shall attempt in the first instance to resolve such Dispute through friendly



consultations.

2. In the event that a Dispute cannot be resolved through friendly consultations within thirty (30) days of the date on which one Party formally requested the other Party to engage in such friendly consultations, the Dispute shall be settled as follows:
  - 1) Where the Dispute concerns matters relating to the Hanban Start-up Funds, the Parties' Initial Contributions, the Annual Project Funds, the Parties' Annual Funding or other matters covered by the Funding Regulation, the Dispute shall be finally settled by the People's Courts in Beijing; and
  - 2) Where the Dispute arises in connection with this Agreement but does not concern matters relating to the Hanban Start-up Funds, the Parties' Initial Contributions, the Annual Project Funds, the Parties' Annual Funding or other matters covered by the Funding Regulation, either Party may refer the Dispute to the Hong Kong International Arbitration ("**HKIA**") for arbitration at the HKIA in Hong Kong. The arbitration shall be conducted in accordance with the HKIA Arbitration Rules in effect at the time when the Dispute is referred to the HKIA. The decision of the HKIA shall be binding upon both Parties.

#### **X. Governing Law**

This Agreement shall be governed by English Laws.

#### **XI. Agreement Language**

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

#### **XII. Other Terms**

1. The Parties hereto will be temporarily 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 (a "**Force Majeure Event**"). In the event of such circumstance, the Party under the situation shall inform the other Party in writing that its performance may be delayed and must take all reasonable measures to mitigate the losses caused to the other Party by such delay.

2. Each Party shall treat this Agreement and all information received by it in connection with this Agreement from the other Party or from Hanban ("**Confidential Information**") as confidential and shall not, without prior written consent, publish, release or disclose or permit the publication or disclosure of any Confidential Information to any third party except insofar as such publication, release or disclosure is necessary to enable each Party to fulfill their obligations under this Agreement, and except that the Parties shall disclose this Agreement to Hanban. The provisions of this Article XII(2) shall not apply to Confidential Information that:

- 1) can be shown to have been known by the receiving Party prior to disclosure by the disclosing Party;
- 2) is or becomes public knowledge otherwise than through the receiving Party's breach of this Agreement; or
- 3) was obtained by the receiving Party from a third party having no obligation of confidentiality with respect to such information.

3. Each Party represents and warrants to the other Party that as of the date of this Agreement:

- 1) it is an independent legal person duly organized, validly existing in good standing under the laws of the place of its establishment;
- 2) it has full authority to enter into this Agreement and it is qualified to perform its obligations hereunder;
- 3) it has authorized its representative to sign this Agreement and the provisions of this

Agreement shall be legally binding upon it;

- 4) its execution of this Agreement and its performance of its obligations hereunder: (i) will not violate any provision of its charter, business licence, articles of incorporation, articles of association or similar organizational documents; (ii) will not violate any law, rule or regulation or any governmental authorization or approval authority; (iii) will not violate or result in a default under any contract to which it is a party or to which it is subject; and (iv) will not result in the breach of any judgment or ruling or award of any court, arbitration tribunal or of any government body or industry regulatory body to whose jurisdiction it is subject;
  - 5) no lawsuit, arbitration or other legal or governmental proceedings exist, or are pending or, to its knowledge, threatened against it that would affect its ability to perform its obligations under this Agreement in accordance with the terms of this Agreement; and
  - 6) it has disclosed to the other Party all documents issued by any governmental department or industry regulator or other regulatory body relevant to the subject matter of this Agreement and/or that may have a material adverse effect on its ability to fully perform its obligations under this Agreement, and the documents previously provided by it to the other Party do not contain any misstatements or omissions of material facts.
4. The Parties acknowledge that Hanban is and shall remain exclusive owner of the intellectual property in the title of “The Confucius Institute”, its related logo, and emblem (the "**Confucius Institute IP**"). Under the Hanban-QMUL Agreement, Hanban has granted to QMUL a royalty-free licence to use the Confucius Institute IP during the term of this Agreement. SUFE shall not use the Confucius Institute IP without the written consent of Hanban.
5. The Parties shall consult with owners of intellectual property in any teaching programmes

that they intend to implement at the Confucius Institute and shall enter into agreements with those owners for the use of such intellectual property as appropriate.

6. The Parties shall, in relation to the Confucius Institute and this Agreement, comply with all PRC Laws and English Laws relating to corruption and bribery, including (without limitation): (i) all provisions of the PRC Laws relating to bribery and corruption from time to time; and the UK Bribery Act 2010. In particular, in connection with this Contract and the Confucius Institute, the Parties shall not, and shall procure that their employees, associated parties and contracting counterparties shall not, pay, promise to pay or authorise the payment of any money or anything of value (including any gifts or entertainment), directly or indirectly to any person (whether an officer, employee or representative of any governmental authority, agency, instrumentality, political party or multilateral agency ("**Government Officials**") or private individual) for the purpose of, or where there is a likelihood of (i) influencing any act or decision of such Government Official including a decision to fail to perform his or her official function, (ii) inducing such Government Official to do or omit to do any act in violation of his or her lawful duty, or (iii) inducing such Government Official to use his or her influence with any governmental authority to affect or influence any act or decision of such governmental authority in order to assist in any way in relation to the Contract or the Confucius Institute. The Parties shall each inform and provide suitable training to its employees, associated parties and contracting counterparties who are engaged directly or indirectly in the activities connected with this Agreement, that soliciting or accepting bribes or other similar activities are not permitted and may amount to a serious violation of law, including constituting a criminal offence both in the PRC and the UK. The Parties shall also caution their employees, associated parties and contracting counterparties against soliciting or accepting any hospitality, entertainment or involvement which could be construed as a bribe or could impact their impartiality in connection with the Confucius Institute or this Contract.
7. The Parties shall, in relation to the Confucius Institute and this Agreement, comply with all English Laws relating to protection of personal information, including (without



limitation) the Data Protection Act 1998.

8. The Parties agree that the Confucius Institute shall not carry out any activities that promote or encourage any political or religious agenda.
9. The Parties shall each ensure that all their staff members associated with the CI shall comply with QMUL policies and regulations.
10. Both Parties undertake commitments to the principles of academic freedom and respect for intellectual property rights. As part of these commitments, both Parties agree that intellectual property (for example, video and/or audio recordings of lectures or other teaching activities) will only be used for the benefit of students. SUFE staff members seconded to the Confucius Institute will have the same rights and duties under UK and EU law as QMUL employees.

Signed for and on the behalf of

**QUEEN MARY UNIVERSITY OF  
LONDON, UK**

[Redacted Signature]

NAME: ST GASHELL

TITLE:  
PRESIDENT &  
PRINCIPAL

Date  
3 NOV 2015



Signed for and on behalf of

**SHANGHAI UNIVERSITY OF  
FINANCE AND ECONOMICS**

[Redacted Signature]

NAME:

TITLE:

President

Date