



**AGREEMENT BETWEEN
CONFUCIUS INSTITUTE HEADQUARTERS OF CHINA
AND
GOLDSMITHS, UNIVERSITY OF LONDON OF UNITED KINGDOM
ON THE ESTABLISHMENT OF
THE CONFUCIUS INSTITUTE FOR DANCE AND PERFORMANCE
AT GOLDSMITHS, UNIVERSITY OF LONDON**

In order to strengthen educational cooperation between China and the United Kingdom, support and promote the development of Chinese language, dance and performance, 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 Goldsmiths' College, UK, known as Goldsmiths, University of London ("the College"), for the establishment of The Confucius Institute for Dance and Performance at Goldsmiths, University of London ("the Institute"), hereby agree as follows:

Article 1 Purpose

The purpose of this agreement is to identify the rights and responsibilities

of the Headquarters and the College in the establishment and management of the Institute.

Article 2 Character

The Institute shall be a non-profit educational institution.

Article 3 Executive Institution

The College is desirous of collaborating with the Beijing Dance Academy. The Headquarters will authorize and appoint the Beijing Dance Academy to construct the Confucius Institute with the College as the Chinese executive institution. The two parties of cooperation will sign the supplementary agreement on detailed matters of the cooperation. The supplementary agreement should be audited by the Headquarters before signing.

The Institute must be launched within one year after this agreement is signed.

Article 4 Scope of Activities

The Institute can serve the following activities according to the Constitution and By-laws, and local instance:

1. Teaching Chinese language, dance and performance, providing Chinese language, dance and performance teaching resources;
2. Training Chinese language, dance and performance instructors;
3. Holding the HSK (Chinese Proficiency Test), dance and performance examinations and tests for the Certification of the Chinese Language,

Dance and Performance 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

1. The Institute at the College shall adopt a Director Responsibility System under the leadership of the Board of Directors.
2. The Board of Directors is formed with members nominated from two parties, and 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 management; 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 management status and significant issues.
3. Two collaborating parties appoint one director respectively.
4. The institute must accept the assessment of the Headquarters on the teaching quality.
5. The Institute activities must be in accordance with the Constitution and By-laws, and also respect cultural custom, shall not contravene concerning the laws and regulations, both in the United Kingdom and China.

6. The Institute draws up annual budget proposals and final financial accounts independently. The College will be in charge of its daily operation and management. It should finally assume the sole responsibility for its profits or losses 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 necessary, to authorize the use of online courses. To provide 3,000 volumes of Chinese books, teaching materials, and audio-visual materials for the first time.
3. To provide \$150,000 start-up fund, and provide a set amount of annual fund according to needs.
4. To send numbers of Chinese instructors based on the requirements of teaching, and pay for their air fares and salaries.

The obligations of the College:

1. To provide a fixed office place and appropriate sites for teaching and other activities of the Confucius Institute; equipped with office and teaching facilities, and with responsibility for the setting, management and maintenance.
2. To provide necessary administrative personnel (full time or part-time)

and provide the related payment; to provide necessary working facilities and life conveniences for the Chinese instructors.

3. To assist the Chinese party on the visa application and residence procedures.

4. To open the special account for the Confucius Institute in the local Bank of China or other bank approved by the Headquarters.

5. To provide a set amount of annual fund, which should not be less than the amount provided 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. The College 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 intellectual property of the certain program. The two parties can consult the owner of the co-operated programs. In the events of any 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 any 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 when the two parties sign below. The Agreement shall have a period of 5-year validity. Either party, if it wishes to terminate the Agreement must notify the other in writing during the 90 days before the end of the Agreement, otherwise it will automatically be extended for another 5 years.

Article 10 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 under the situation shall inform the other party in writing that the program may be delayed or terminated, and duly take the effective measures to mitigate the loss of the other party.

Article 11 Termination

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

1. Either party intends to terminate this Agreement upon giving a 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 go through or cannot achieve the anticipated aim because of comedown of the condition.
4. If the act of one party of the Agreement severely harms the image and reputation of the Confucius Institute.
5. The Agreement cannot go through because of force majeure.

The termination of the Agreement cannot affect some other agreement, contract and program between the two parties. Before the Agreement is terminated, the College should make appropriate arrangements on the enrolled students and other works.

Article 12 Dispute Settlement

In the events of any dispute, the two parties should consult each other friendly or submit to the jurisdictional organ of which this Agreement falls within the competence.

Article 13 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 effectiveness.

Article 14 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 supplied to, obtained by, or which comes to the knowledge of each

parties 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 negotiations between the two parties.

Confucius Institute
Headquarters (HANBAN)
Chief Executive

Goldsmiths, University of London
Warden


XU Lin

Date: 2011.12.28


Pat Loughrey

Date: Dec 15th 2011

北京舞蹈学院
与
伦敦大学金史密斯学院
关于合作建设金史密斯学院舞蹈与表演孔子学院
的执行协议

为了伦敦大学金史密斯学院舞蹈与表演孔子学院的健康运作和可持续发展，北京舞蹈学院和伦敦大学金史密斯学院在孔子学院总部和伦敦大学金史密斯学院已经签订《关于合作建设金史密斯学院舞蹈与表演孔子学院的协议》的基础上，现签订执行协议如下。

第一条 目的

为了保证伦敦大学金史密斯学院舞蹈与表演孔子学院（以下简称孔子学院）的健康运作和可持续发展，北京舞蹈学院与伦敦大学金史密斯学院特签订本执行协议。

第二条 双方共同组建的理事会名单

1. 理事会成员名单详见“补充协议”。
2. 理事长与副理事长由双方主要负责人每年轮流担任。

第三条 理事会的工作任务

1. 承担舞蹈与表演孔子学院正常运转的全部责任。
2. 制定孔子学院总部和伦敦大学金史密斯学院所签协议第四条所规定的任务的执行计划。
3. 为舞蹈与表演孔子学院所开设的各类教学项目制定或审定课程设置计划。
4. 制定或审定舞蹈与表演孔子学院各类项目的招生计划。
5. 制定或审定舞蹈与表演孔子学院的财务计划。

6. 任命舞蹈与表演孔子学院外方院长及中方院长。外方院长由伦敦大学金史密斯学院提名合适人员担任，中方院长由北京舞蹈学院指派合适人员担任。舞蹈与表演孔子学院实行理事会领导下的院长负责制。
7. 组织舞蹈与表演孔子学院院长办公室，以便贯彻执行舞蹈与表演孔子学院理事会制定的全部政策和决定。该办公室暂设定办公室主任一人，秘书一至二人。

第四条 理事会的工作机制

1. 建立理事长和副理事长之间，外方院长和中方院长之间的联系。
2. 每年至少召开一次全体理事会年会，制定有关舞蹈与表演孔子学院运转和发展的重大政策或决定。
3. 每年五月向伦敦大学金史密斯学院、孔子学院总部和北京舞蹈学院提供一份年度工作计划和年终总结报告。
4. 当舞蹈与表演孔子学院运转中出现问题或困难时，向孔子学院总部商讨解决办法。

第五条 协议双方义务的补充条款

北京舞蹈学院：

1. 每年提供三至四名高水平的语言、舞蹈和文化教师。
2. 提供教科书、参考资料和视听材料。
3. 每年接待舞蹈与表演孔子学院的学生到北京舞蹈学院学习。届时北京舞蹈学院将提供班主任和教师帮助学生完成实习和学习任务。由此而产生的费用由舞蹈与表演孔子学院的财政提供资助。
4. 与理事会商定舞蹈与表演孔子学院学术报告的题目和实施计划。

伦敦大学金史密斯学院：

1. 拨付附设必要设施的房间供北京舞蹈学院教师在国外工作期间使用。
2. 负责派车到机场接送到任和离任的北京舞蹈学院的教师和其他有关人员。

3. 承担舞蹈与表演孔子学院的各种办学项目的广告宣传工作。
4. 负责举办各种学术活动。

第六条 财务事务

1. 舞蹈与表演孔子学院的经费由以下四部分组成：
 - 1) 伦敦大学金史密斯学院的支持；
 - 2) 孔子学院总部的支持；
 - 3) 开办各种教学科目的学费收入；
 - 4) 当地社区的捐款。
2. 每学年年初要向孔子学院总部、伦敦大学金史密斯学院和北京舞蹈学院提供预算报告和结算报告。
3. 舞蹈与表演孔子学院的运营过程中所产生的收入主要用于舞蹈与表演孔子学院的业务支出和持续发展以及舞蹈与表演孔子学院有关的各种活动。

第七条 协议使用的语言

本协议书用中文和英文写就。两种文本具有同等效力。协议双方各持中英文文本各一份，以备查询。

签名：

签名：



金史密斯学院授权代表

北京舞蹈学院授权代表

姓名： DINAH CAINE

姓名： LEI GUO

职位： CHAIR OF COUNCIL

职位： PRESIDENT

日期： 8th DEC 2018

日期： 8th DEC 2018

**IMPLEMENTATION AGREEMENT
BETWEEN
GOLDSMITHS COLLEGE
AND
BEIJING DANCE ACADEMY
FOR THE DEVELOPMENT OF THE CONFUCIUS INSTITUTE FOR DANCE
AND PERFORMANCE
AT GOLDSMITHS, UNIVERSITY OF LONDON**

In accordance with the desire to achieve a healthy operation and sustainable development of the Confucius Institute for Dance and Performance at Goldsmiths, University of London, and in consideration of the Agreement between Confucius Institute Headquarters ("Headquarters") and Goldsmiths College for The Establishment of The Confucius Institute for Dance and Performance At Goldsmiths, University of London, Goldsmiths College and Beijing Dance Academy 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 for Dance and Performance at Goldsmiths, University of London.

II. MEMBERS OF THE BOARD OF ADVISORS

Note: Please refer to the Supplement Agreement 1 for the list of the members of the Board. The Chair and Vice-chair will be assumed by the most senior person from Goldsmiths College and Beijing Dance Academy alternately on an annual basis.

III. OBLIGATIONS OF THE BOARD OF ADVISORS

1. To shoulder the responsibility for the operation of the Confucius Institute

for Dance and Performance.

2. To make the implementation plan stipulated in ARTICLE 4 of the agreement between Headquarters and Goldsmiths College.
3. To formulate or approve the curricula of the teaching programs run by the Confucius Institute for Dance and Performance.
4. To formulate or approve the recruitment plan of all the programs run by the Confucius Institute for Dance and Performance.
5. To formulate or approve the financial plan of the Confucius Institute for Dance and Performance.
6. To appoint Dean and Deputy Dean of the Confucius Institute for Dance and Performance. Dean should be assigned by Goldsmiths College with administrative abilities, and has been devoted to the Chinese language and cultural exchange program and the establishment of the Confucius Institute. Deputy Dean should be assigned by Beijing Dance Academy, and should be qualified in English, Chinese Culture, management and coordination abilities. The Dean is responsible to the Board of Advisors.
7. To organize Dean's Office so that all the policies and decisions by the Board of Advisors can be carried out. The office consists of Director and one or two secretaries tentatively.

IV. MECHANISM OF THE BOARD OF ADVISORS

1. Establishing communication between Chair and Vice-Chair of the Board of Advisors, and between Dean and Deputy Dean.
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 for Dance and Performance.
3. Submitting Confucius Institute's annual plans and fiscal year summaries to Goldsmiths, University of London, Headquarters and Beijing Dance Academy 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 for Dance and Performance.

V. SUPPLEMENTARY CLAUSES

RESPONSIBILITIES OF BEIJING DANCE ACADEMY

1. To provide three or four visiting scholars/instructors on Chinese language, dance and culture each year.
2. To provide textbooks, reference materials, and audio-visual materials.
3. To receive the students study group from the Confucius Institute for Dance and Performance. Beijing Dance Academy should assign instructors to help them with their study and practice. The expenses incurred would be covered by the Confucius Institute for Dance and Performance.
4. To decide the themes of the academic reports and the implementation plans through discussion with the Board of Advisors.

RESPONSIBILITIES OF GOLDSMITHS, UNIVERSITY OF LONDON

1. To provide apartments and offices with necessary facilities for the Chinese instructors when they work at the Confucius Institute for Dance and Performance.
2. To be responsible for the transport for the instructors and the related personnel from Beijing Dance Academy between Goldsmiths College and the airport.
3. To undertake the marketing of the programs run by the Confucius Institute for Dance and Performance.
4. To hold the academic activities relating to the Confucius Institute for Dance and Performance.

VI. Financial Support

1. The fund of the Confucius Institute consists of four parts:
 - 1) Support from Goldsmiths, University of London;

- 2) Support from Headquarters;
 - 3) Tuition fee from the programs of the Confucius Institute;
 - 4) Donation from the community.
2. The Confucius Institute for Dance and Performance should submit yearly budget report and yearly settlement report to Goldsmiths College, Headquarters and Beijing Dance Academy at the beginning of each academic year.
3. Incomes generated from the Confucius Institute for Dance and Performance should be used to support the operation expenditures and the development and expansion of the Confucius Institute.

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.

Signed by

Signed by:

For and on behalf of
Goldsmiths' College

For and on behalf of
Beijing Dance Academy

Name: DINAH CAINE

Name: LEI GUO

Position: CHAIR OF COUNCIL

Position: PRESIDENT

Date: 8th DEC 2018

Date: 8th DEC 2018