



Edge Hill
University



**AGREEMENT BETWEEN
CONFUCIUS INSTITUTE HEADQUARTERS OF CHINA
AND
EDGE HILL UNIVERSITY, UK
ON THE ESTABLISHMENT OF
CONFUCIUS INSTITUTE AT EDGE HILL UNIVERSITY**

In order to strengthen educational cooperation between China and UK, support and promote the development of Chinese language education, and increase mutual understanding among people in China and in UK, according to the *Constitution and By-laws of Confucius Institutes*, the Confucius Institute Headquarters of China ("the Headquarters") and Edge Hill University, UK, for the establishment of Confucius Institute at Edge Hill University ("the Institute"), hereby agree as follows:

Article 1 Purpose

The purpose of this agreement is to identify rights and responsibilities of both the Headquarters and Edge Hill University in the establishment and management of the Institute.

Article 2 Character

The Institute shall be a non for profit educational institution.

Article 3 Executive Institution

Edge Hill University is desirous of collaborating with Chongqing Normal University. The Headquarters will authorize and appoint Chongqing Normal University to set up the Confucius Institute with Edge Hill University as the Chinese executive institution. The two parties of cooperation will sign a supplementary implementation agreement on detailed matters of the cooperation. The supplementary agreement must be audited by the Headquarters before signing.

The Institute must be launched within the year following the signature of this agreement.

Article 4 Scope of Activities

The Institute is permitted to undertake the following activities according to the Constitution and By-laws:

1. teaching Chinese language and providing Chinese language teaching resources;
2. training Chinese language instructors;
3. holding 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

1. The Institute at Edge Hill University 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 both parties, and its duties include: formulating and amending the Constitution of the Institute; formulating development plans for the Institute; decision-making on significant issues including teaching, research and management; fund raising; appointing and dismissing the director of the Institute; examining and approving budget proposals and final financial accounts of the Institute; reporting to the two parties on management status and significant issues.
3. Each of the two collaborating parties appoints a director.
4. The institute must accept assessments by the Headquarters on its teaching quality.
5. The Institute will undertake activities in accordance with the Constitution and By-laws, and also respect cultural customs of both countries, must not contravene laws and regulations of the UK and China.
6. The Institute will have its own cost code and must submit annual budget proposals and end-of-year financial accounts independently. Edge Hill University will take charge of its daily operation and management. It should ultimately assume the sole responsibility for the Institute's profits or losses by charging tuition fees for its language courses and other programs.

Article 6 Obligations

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 demand, to authorize the use of online courses. To provide 3,000 volumes of Chinese books, teaching materials, and audio-visual materials for initial setup.
3. To provide \$150,000 start-up fund, and provide a set amount of annual fund according to needs.
4. To send a number of Chinese instructors based on demand, and pay for their air fares and salaries.

Obligations of Edge Hill University

1. To provide a permanent office space and appropriate venues for teaching and other activities undertaken by the Confucius Institute; To take responsibility for office refurbishment, installation, management and maintenance of teaching equipment.
2. To provide necessary administrative personnel (full time or part-time) and pay for their salary; to provide necessary working facilities and life conveniences for the Chinese instructors.
3. To assist the Chinese partner with visa applications and residence procedures.
4. To open a designated 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. Edge Hill University cannot continue applying or transfer the title, logo, and emblem in any form, either directly or indirectly, after this agreement has been terminated.

Any intellectual property created by the development of teaching and learning programmes resides with the provider. However, the parties to this agreement may advise and consult the owner of the co-operated programs. If any dispute arises, both parties agree to consult with each other amicably and, if necessary, submit the issue 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 from 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 that is constrained by the situation shall inform the other party in writing that the programme may be delayed or terminated, and duly take 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 may decide 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 to co-operate at the expiration of the term.
3. The terms and conditions of the Agreement have become invalid, or the Agreement cannot proceed or cannot achieve the original objectives.
4. If the act of one party to the Agreement severely harms the image and reputation of the other party.
5. The Agreement cannot proceed because of force majeure.

The termination of the Agreement will not affect any other agreements, contracts and programmes which may exist between the two parties.

In the event that the Agreement is terminated, Edge Hill University must make appropriate arrangements on the enrolled students and other works.

Article 12 Dispute Settlement

In the events of any dispute, the two parties agree to consult each other amicably and, if necessary, submit the matter to adjudication by legal process; according to the nature of the issue, the Parties will agree which jurisdictional organ has 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.

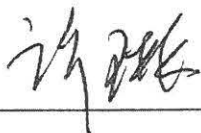
Article 14 Other Terms

The parties to this Agreement will treat this Agreement as confidential and will not, without prior written consent, publish, release or disclose information about it. Both parties agree that they will not disclose any additional information which comes to the knowledge of either party as a result of this agreement, and that they will not give permission to any third party for such disclosure 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 resolved through friendly, cooperative negotiations between the two parties.

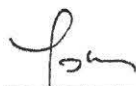
Confucius Institute
Headquarters (HANBAN)
Chief Executive

Edge Hill University
Vice Chancellor



XU Lin

Date: 2012.11.14



John CATER

Date: 9/11/12

