



**AGREEMENT BETWEEN
UNIVERSITY OF SCIENCE AND TECHNOLOGY
BEIJING, CHINA
AND
DE MONTFORT UNIVERSITY, UNITED
KINGDOM
ON
THE COOPERATION ON
CONFUCIUS INSTITUTE**

Party A: University of Science and Technology Beijing
Address: 30 Xueyuan Road, Haidian District, Beijing, China
Authorized representative: YANG Renshu, President of
USTB

Party B: De Montfort University
Address: The Gateway, Leicester, LE1 9BH
Authorized representative: Andy Collop, Vice Chancellor
of De Montfort University

Whereas the authorization has been issued by the Chinese International Education Foundation (hereinafter abbreviated as “the Foundation”) to the University of Science and Technology

Beijing (USTB) and De Montfort University (DMU) to cooperate on the development of the Confucius Institute at DMU and use the brand, name and logo of “Confucius Institute”, this Agreement is hereby entered into between Party A and Party B of their own accord in the principle of mutual respect, friendly consultation and equality and mutual benefit, specifying the rights and obligations of aforementioned Parties, and stipulating the rules for cooperation, and whereby ensuring sound operation of the Confucius Institute.

Article 1 Nature and Scope of Activities

The Confucius Institute at De Montfort University, which is a China-United Kingdom cooperation project, shall serve the purpose of Confucius Institute, operate according to the laws and regulations of England and Wales and under the jurisdiction of the courts of the England and Wales and local needs and may carry out the following activities:

- (a) Chinese language teaching programs and related studies;
- (b) Language and cultural exchange activities;
- (c) Training Chinese language teachers;
- (d) Developing Chinese language education resources;
- (e) Organizing accreditation tests on Chinese language and culture;
- (f) Providing information and consultative services concerning education in China, Chinese culture, and so forth;

(g) And other activities in accordance with the purpose of Confucius Institutes and to the benefit of the Parties.

Article 2 Organization, Operation and Management

1. Board of Directors

The Parties shall jointly establish a Board of Directors (hereinafter referred to as “the Board”) as a decision-making body on major issues concerning the Confucius Institute.

(a) Membership

The Chairs and members of the Board shall be nominated respectively by Party A and Party B and appointed on the basis of discussion with and confirmation of the other Party. As agreed by both Parties, the Board of Directors of the Confucius Institute hereby consists of:

Chinese Chair: President of USTB

UK Chair: Vice-Chancellor of DMU

Other Board members:

- Vice President for International Affairs of USTB
- Pro Vice Chancellor International of DMU
- Director, Office of International Affairs, USTB
- Deputy Director, Office of International Affairs, USTB
- DMU CI Chinese Director
- DMU CI UK Director
- DMU CI Executive Director

The Chairs and Board members may nominate deputies to

represent themselves as appropriate.

For better development of the Confucius Institute in question, third-party institutions or individuals can be included in the Board with the consent of both Parties.

(b) Responsibilities

The Board shall fulfill the following responsibilities: composing and amending *the Constitution of this Confucius Institute*; formulating the development plan of the Confucius Institute; setting forth key management regulations and systems; appointing the Chinese and UK Directors and personnel for other key management positions; approving the annual work plan and budget and final accounts; deciding on the establishment of subordinate Confucius Classrooms and reporting the decision to the Foundation for examination and approval; approving the proposal to set up subordinate teaching sites; reviewing and approving Confucius Institute annual report; and making decision on other major issues concerning the Confucius Institute.

The aforementioned Constitution, Development Plan, list of Board members, profiles of Chinese and UK Directors, annual report and other documents of the Confucius Institute shall be submitted as required to USTB, and may be shared with relevant Chinese agencies as required by USTB.

(c) Board meeting

The Board shall meet at least once per year on-site or online. Board decisions shall be recorded in the minutes and kept as important archives.

2. Operation and management of the Confucius Institute

Chinese and UK Directors, nominated by Party A and Party B respectively and appointed by the Board, shall perform the duties of daily operation and management of the Confucius Institute, implement the development plan and annual work plan of the Confucius Institute, and report on the progress of work to the Board on a regular basis.

Article 3 Rights and Obligations

1. Party A shall:

- (a) Jointly formulate the development plan;
- (b) Jointly apply for additional funding opportunities for the Confucius Institute with Party B;
- (c) Nominate a Chinese Director and pay the salary of the Director during his or her term of service;
- (d) Provide and train the teaching staff selected from Party A or through other channels;
- (e) Provide annual fund to the Confucius Institute every year;
- (f) Receive the visiting delegations from the Confucius Institute;

- (g) Assist students of the Confucius Institute in applying for Confucius Institute Scholarship;
- (h) Provide teaching resources and other feasible support for the Confucius Institute;

2. Party B shall:

- (a) Create a supportive local social environment for the development of the Confucius Institute;
- (b) Jointly formulate the development plan;
- (c) Jointly apply for additional funding opportunities for the Confucius Institute with Party A;
- (d) Provide office and teaching space and facilities and other necessary conditions for Confucius Institute activities;
- (e) Appoint a UK Director and pay the salary of the Director during his or her term of service;
- (f) Provide administrative personnel (full-time or part-time);
- (g) Assist personnel from the Chinese side in entry, exit and residence procedures and provide necessary work facilities, life conveniences and security assurance;
- (h) Open a dedicated bank account for the Confucius Institute and manage and use the fund in full compliance with the laws and regulations;

Article 4 Intellectual Property

The Confucius Institute shall abide by relevant laws and regulations in the use of intellectual property owned by other parties; The ownership of intellectual property that is independently developed by the Confucius Institute or jointly developed by the Confucius Institute and other institutions shall be specified by agreement by parties concerned in the principle of fairness.

Article 5 Revision of Agreement

During the execution of this Agreement, revisions or a supplementary agreement can be made with the consent of the Parties. All revisions shall be made both in Chinese and English in writing and shall take effect after being signed by authorized representatives of the two Parties.

Article 6 Term of Agreement

1. The Agreement shall enter into force upon the signing of the Parties. If dates of signature are different, the later date of signature shall prevail.

2. The validity of the Agreement shall remain for five (5) years from the date of signature as per the term of authorisation granted by the Foundation. If the Parties have the intention to continue cooperation on the Confucius Institute, Party A shall be responsible for making arrangements to extend the term of the Agreement. If either of the Parties have no intention to extend

the period of validity of this Agreement, one Party shall confirm this by written notice no less than 180 (one hundred and eighty) calendar days before the expiration date of this Agreement.

Article 7 Force Majeure

The Parties hereto shall be exempted from performing their obligations hereunder in the event of force majeure, i.e., unforeseeable, unavoidable and insurmountable circumstances, including but not limited to, natural disaster, plague, war and military action, terrorist attack, epidemic, pandemic, government lockdown or Regulation and an act of deliberate sabotage. Failure of either of the Parties to perform its obligations, or to perform its obligations hereunder on time due to force majeure, shall not be deemed as breach of contract, and the Party shall not be liable for such failure. However, force majeure events shall not include strikes or various labor disputes, delays in the delivery of equipment or supplies, or financial difficulties.

Should either of the Parties be prevented to perform the obligations hereunder by force majeure, the Party under the situation shall notify the other Party in writing to suspend or cancel the project and shall duly take timely and effective measures to minimize the loss of the other Party.

Article 8 Suspension and Termination

1. This Agreement can be suspended or terminated hereunder in one of the following cases:

- (a) If the authorisation is withdrawn by the Foundation after the Confucius Institute fails to meet the assessment criteria, this Agreement shall terminate automatically.
- (b) If either of the Parties have no intention to continue the cooperation, one Party shall provide notice in writing the other Party in writing no less than 180 calendar days before the expiration date of the Agreement. Party A shall be responsible for advising the relevant Chinese authorities.
- (c) If the Agreement is rendered impossible to be executed due to force majeure in accordance with **Article 7**, the Agreement may be suspended with the consent of the Parties. Decisions on affairs during the suspension and the date to resume the Agreement, inter alia, shall be agreed by both Parties through consultation and shall be reported to the Foundation for record.

Apart from the aforementioned cases, neither Parties shall request for terminating this Agreement in advance; otherwise the default Party shall compensate for all the damages incurred to the other Party, which include but not limit to all the investment made under this Agreement, legal expenses for defending rights and interests, and indemnity for reputational loss.

2. When this Agreement terminates, the Parties should adopt proper measures to deal with ensuing matters, with the aim of avoiding negative impact on the other Party. The measures include, but not limited to:

- (a) Upon termination of the Agreement, the balance in the Confucius Institute bank account shall be automatically frozen, and the funds shall be returned to the providers after the amount of fund being confirmed by both Parties.
- (b) The termination of the Agreement shall not affect other separate agreements, contracts or programs between the Parties.
- (c) Upon termination of the Agreement, the Parties shall make proper arrangements on the study of the affected students and outgoing Chinese personnel.

Article 9 Dispute Settlement

1. In the event that either of the Parties attempt to inform the other Party of any key issues, it shall be fulfilled in written letter of confirmation signed by the authorised representative.

2. Should there be any dispute during the execution of this agreement, either of the Parties shall first resort to friendly consultation for a solution. Should no consensus be reached, the Parties can submit the dispute to an arbitration institution recognised by both Parties for settlement

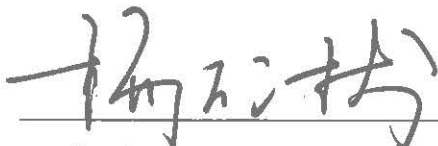
Article 10 Miscellaneous

Other matters not set forth by this Agreement shall be addressed through friendly and equal consultations between the Parties.

The undersigned hereby are duly authorised by each institution to execute this Agreement.

This Agreement is made in two copies and each copy is written in both Chinese and English. Both texts shall have the same effectiveness. Should there be any inconsistency, the Chinese text shall prevail.

For and on behalf of
**The University of Science and
Technology Beijing**



Authorised representative:

YANG Renshu
President of USTB

Date:

For and on behalf of
De Montfort University



Authorised representative:

Andy Collop
**Vice Chancellor of De Montfort
University**

Date: 11th December 2020