



AGREEMENT BETWEEN
XIAMEN UNIVERSITY OF CHINA
AND
NEWCASTLE UNIVERSITY OF UNITED KINGDOM
IN RESPECT OF
THE CONFUCIUS INSTITUTE AT NEWCASTLE UNIVERSITY

Party A: Xiamen University, China

Address: No. 422, Siming South Road, Xiamen, Fujian, China. 361005

Authorized representative: Rong ZHANG, President

Party B: Newcastle University, United Kingdom

Address: King's Gate, Newcastle University upon Tyne, NE1 7RU, UK

Authorized representative: Chris Day, Vice Chancellor

Whereas the authorization has been issued by the Chinese International Education Foundation (hereinafter abbreviated as "the Foundation") to Xiamen University and Newcastle University to cooperate on the development of the Confucius Institute at Newcastle University 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 Newcastle University, which is a subordinate body of Newcastle University, shall serve the purpose of Confucius Institute, operate according to the laws and regulations of the UK 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 consists of seven (7) members, of which, three (3) are nominated by Xiamen University and four (4) by Newcastle University.

For better development of the Confucius Institute, 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 Local 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 decisions on other major issues concerning the Confucius Institute.

The aforementioned constitution, development plan, list of Board members, profiles of Chinese and Local Directors, annual report and other documents of the Confucius Institute shall be submitted as required to the Foundation for record.

(c) Board meeting

The Board shall meet at least one time 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 Local Directors 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 and raise funds for the Confucius Institute with Party B;
- (b) Nominate a Chinese Director and pay the salary of the Director during his or her term of service;
- (c) Provide and train the teaching staff selected from Xiamen University or through other channels;
- (d) Provide annual fund to the Confucius Institute every year;
- (e) Receive the visiting delegations from the Confucius Institute;
- (f) Assist students of the Confucius Institute in applying for Confucius Institute Scholarship;
- (g) 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, support the Board's work and raise funds with Party A;
- (c) Provide office and teaching space and facilities and other necessary conditions for Confucius Institute activities;
- (d) Appoint a Local Director and pay the salary of the Director during his or her term of service;
- (e) Provide administrative personnel and teaching staff (full-time or part-time);
- (f) Assist personnel from the Chinese side in entry, exit and residence procedures and provide necessary work facilities, life conveniences and security assurances;
- (g) Open a dedicated bank account for the Confucius Institute and manage and use the fund in full compliance with all applicable 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 is a replacement copy of the currently binding Agreement that was signed by both Parties on December 4, 2017. The Agreement shall enter into force upon the signing of both Parties. The currently binding Agreement shall terminate upon the effective date of this Agreement.

2. The Agreement will initially remain in force until December 3, 2022 ("Expiry Date") as per the term of authorization granted by the Foundation. If the Parties have the intention to continue the cooperation on the Confucius Institute, Party A shall submit an application for extending the term of authorization to the Foundation on behalf of both Parties before the Expiry Date. If either of the Parties has no intention to extend the period of validity of this Agreement, the Party shall notify the other Party in writing 180 calendar days before the Expiry Date and the Parties shall hold Board meetings for consultation. Should no consensus be reached, the Foundation shall be notified in writing at the earliest possible time.

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, 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 authorization 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 has no intention to continue the cooperation, the Party shall give notice to the other Party and the Foundation in writing 180 calendar days before the expiration date of the Agreement.
- (c) If the Agreement is rendered impossible to be executed due to force majeure in accordance with Article 7, the Agreement can 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.

Any termination of this Agreement not in accordance with the aforementioned provisions by either Party will be an unauthorised termination and the Party committing the unauthorised termination shall compensate the other Party ("non-defaulting Party") for all the damages incurred to the non-defaulting Party due to the unauthorized termination, which include but are not limited to all the investment made by the non-defaulting Party 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 has been 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 for the study of the affected students, outgoing Chinese personnel and other matters.

Article 9 Dispute Settlement

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

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 recognized by both Parties for settlement, or launch a lawsuit to a court that has jurisdiction over the case.

Article 10 Miscellaneous

Other matters not set forth by this Agreement shall be addressed through friendly and



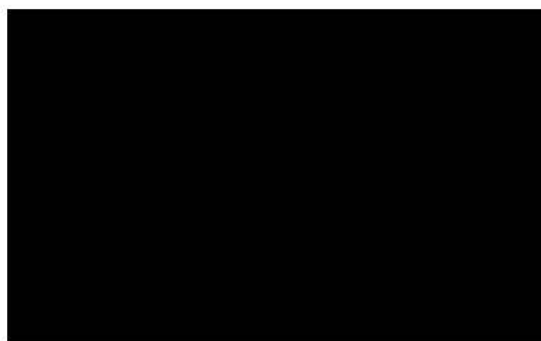
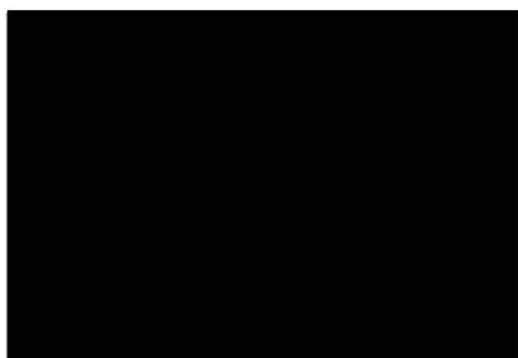
equal consultations between the Parties.

The undersigned hereby are duly authorized 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.

[Xiamen University]

[Newcastle University]



Date: 15/01/2021

Date: 05/01/2021