



Heinrich Heine

HEINRICH HEINE
UNIVERSITÄT DÜSSELDORF



Landeshauptstadt
Düsseldorf

**AGREEMENT BETWEEN
CONFUCIUS INSTITUTE HEADQUARTERS OF CHINA
(HANBAN)
AND
THE HEINRICH-HEINE-UNIVERSITY DUESSELDORF,
THE CITY OF DUESSELDORF
ON THE CONTINUATION OF
CONFUCIUS INSTITUTE AT THE UNIVERSITY OF
DUESSELDORF**

Party A: Confucius Institute Headquarters (HANBAN)

Address: No.129, Deshengmenwai Street, Xicheng District, Beijing P.R.
China, 100088

Legal Representative: XU Lin

Party B: Heinrich Heine University Düsseldorf

Address: Universitätsstrasse 1, 40225 Düsseldorf, Germany

Legal Representative: Prof. Dr. Anja Steinbeck

Party C: The City Of Duesseldorf

Legal Representative: Marktplatz 1, 40200 Duesseldorf, Germany

Address: Lord Mayor, Thomas Geisel

In order to strengthen educational cooperation between China and Germany, support and promote the development of Chinese language education, and enhance mutual understanding and friendship among the people of China and Germany, according to the Constitution and By-laws of Confucius Institutes, Party A, Party B and Party C signed an agreement concerning the establishment of a Confucius Institute in Duesseldorf, on the 27th of June 2006. All parties concerned intend to continue this cooperation and hereby agree as follows:

Article 1 Status

The Confucius Institute at the University of Duesseldorf has the official name "Konfuzius-Institut Düsseldorf an der Heinrich-Heine-Universität Düsseldorf". It thereby keeps in spite of its independent status, the position of an academic institution at Party B.

Article 2 Character

The Institute is a non-profit educational institution, which operates independently and has the right to retain appropriate profits. It is organized and founded in the form of a registered association according to German law (eingetragener Verein).

Article 3 Executive Institution

Beijing Foreign Studies University as the Chinese executive institution, with the authorization of appointment by Party A, and Party B as the local executive institution, as agreed by both Party A and Party C, together shall jointly operate and manage the Duesseldorf Confucius Institute. For details refer to Addendum I <Operating Agreement Between Heinrich Heine University Duesseldorf and The Confucius Institute at the University of Duesseldorf e. V.>.

Article 4 Obligations of both Parties

The obligations of Party A:

1. To authorize Party B the use of the title "Confucius Institute", logos and Institute emblems.

2. To provide teaching materials, courseware and other books according to needs, and to authorize the use of courses available at Online Confucius Institute.
3. To provide a set amount of annual fund according to needs.
4. To send a number of Chinese instructors based on the requirements of teaching, and pay for their international air fares and salaries.

The obligations of Party B:

1. To provide a communal office place and appropriate sites for teaching and other activities of the Confucius Institute; to cover other costs like heating, electricity, water among others.

The obligations of Party C:

1. Party C provides Party B with a set amount of annual contribution that is used for the rent of the Institute's Office and Teaching Space. The amount will be transferred on request of Party B made in time before the end of the fiscal year on the established basis of the actual rent. The annual contributions have been paid for 2010-2014. The annual contributions will not exceed 33.000€ for 2015. The amount for the following years will be agreed upon directly between Party B and C.
2. Rent and other costs that exceed the amount of annual contribution by Party C, shall be self-financed by Confucius Institute.
3. Other details of the cooperation may be discussed between Party B and Party C if necessary. Decision shall not be made, without prior consent of Party A, if the rights and interest of Party A are concerned.

Article 5 Intellectual Property

1. Party A exclusively owns the title of "The Confucius Institute", its related logo, and emblem as its exclusive intellectual property. Party B cannot continue applying or transfer the title, logo, and emblem in any form, either directly or indirectly, after this agreement has been terminated.

2. The specific programs carried out by the Confucius Institute at the University of Duesseldorf that involves intellectual property, the intellectual property is owned by the provider of the programs. For programs that are jointly developed by Party A and Party B, both Parties shall negotiate and sign an agreement that identifies the owner of the intellectual property; otherwise Party A and the Confucius Institute at the University of Duesseldorf shall jointly own the intellectual property rights.

Article 6 Revision

With the consent of all 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 7 Term of Cooperation

1. The term of cooperation between Party A, Party B and Party C as stipulated by this Agreement is 5 years, and shall be effective on the day of its signing by all parties.
2. Either party, if it wishes to terminate the Agreement must notify the other in writing 6 months before the end of the Agreement, otherwise it will automatically be extended for another 5 years.

Article 8 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 two parties in writing regarding the occurrence of the Force Majeure that the program may be delayed or terminated, and duly take the effective measures to mitigate the loss of the other two parties.

Article 9 Termination

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

1. Termination of the agreement, and neither side wishes to continue cooperation.
2. The Agreement cannot go through or cannot achieve the anticipated aim because one of the parties breached the agreement.
3. If the act of one party of the Agreement severely harms the image and reputation of the other party.
4. The termination of the Agreement will not affect independent agreements, contracts or programs that are being implemented by both Parties. After termination of the Agreement, Party B should assist the Confucius Institute at the University of Duesseldorf to find appropriate arrangements for the enrolled students of the Confucius Institute at the University of Duesseldorf and related matters.

Article 10 Dispute Settlement

1. If either Party fails to fulfill its obligations as stipulated in the agreement or violates the terms of the agreement, it should be held responsible for compensating the damages. In serious cases the other parties shall reserve the right to terminate the contract.
2. If either Party severely damages the image of the Confucius Institute, this agreement may be immediately terminated and the damaged party reserves the right to claim compensation for any losses and damages incurred.
3. This Agreement falls under German Law, the validity of the Constitution and By-Laws of Confucius Institutes remains untouched. In the events of any dispute, the three parties should consult each other friendly or submit to the jurisdictional organ of which this Agreement falls within the competence if the consultation fails.

Article 11 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 others to publish, release or disclose of the materials and information gathered regarding a Party to the Agreement, except insofar as such publication, release or disclosure is necessary to enable each party to fulfill their obligations under this Agreement.

Article 12 Agreement Language

1. This agreement is written in Chinese and 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.
2. With the consent of three parties, this Agreement will take effect as signed by authorized representatives of the parties.

Confucius Institute Headquarters
HANBAN, People's Republic of China
Chief Executive

Heinrich-Heine-Universität
Düsseldorf, Deutschland
Rector

Date:

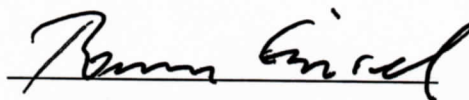
Place:



Date: 7.4.2015

Place: Düsseldorf

Landeshauptstadt Düsseldorf
Mayor



Date: 7.4.2015

Place: Düsseldorf