

Universität Duisburg-Essen • 45117 Essen

Herrn
David Missal

[REDACTED]
- per E-Mail -

**DER KANZLER
JUSTITIARIAT**

**Ihr Antrag nach Informationsfreiheitsgesetz (IFG) vom
02.02.2020**

Erteilung der gewünschten Information

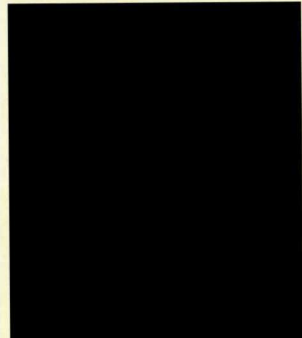
Sehr geehrter Herr Missal,

mit E-Mail vom 02.02.2020 haben Sie unter Berufung auf das Informationsfreiheitsgesetz des Landes Nordrhein-Westfalen um Auskunft über Zuwendungen aus China aus den vergangenen zwanzig Jahren.

Dazu teile ich Ihnen mit:

Aufgrund der gesetzlichen Aufbewahrungsfristen für die Buchhaltungsunterlagen von zehn Jahren (§ 257 HGB) liegen uns Informationen für den angefragten Zeitraum von 20 Jahren nicht vollständig vor.

Folgende Informationen über Zuwendungen aus China konnten aufgrund der zum 01.01.2013 eingeführten doppelten Buchhaltung an der Universität Duisburg-Essen relativ einfach identifiziert werden:



Datum: 28. Februar 2020

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BLZ 360 501 05
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SWIFT/BIC: SPESDE 3EXXX

Öffentliche Verkehrsmittel

Duisburg: Straßenbahn 901
Bus 924, 926, 933
Essen: U-Bahn 11, 17, 18
Straßenbahn 101, 103, 105, 106,
107, 109
Bus SB16, 145, 147, 154, 155,
166, 196

www.uni-due.de

Jahr	Bezeichnung	Zweck	Höhe
2013	Sino-German Center f. Research Promotion	Symposium	13.604 €
2015	Sino-German Center f. Research Promotion	Symposium	28.514 €
2019	Sino-German Center f. Research Promotion	Wiss. Tagung	25.500 €
2016	China Agricultural University, Peking	Konferenz	500 €

Des Weiteren erhalten Sie das folgende Dokument:

Agreement between Confucius Institute Headquarters of China and University of Duisburg-Essen/ Germany on the establishment of the Confucius Institute Metropole Ruhr e.V. at the University of Duisburg-Essen.

In den Jahren vor 2013 wurden mit einem anderen Buchhaltungssystem im wesentlichen kamerale Jahresabschlüsse erstellt. Aufgrund der eingeschränkten Auswertungsmöglichkeiten dieses Buchhaltungssystems gestaltet sich die Informationsbeschaffung für Sachverhalte von vor 2013 als sehr aufwendig. Eine solche Auskunft wäre daher nach der Verwaltungsgebührenordnung IFG NRW gebührenpflichtig.

Darüber hinaus besteht kein Informationsanspruch, da diese Informationen unmittelbar die weitere Forschungs- und Lehrtätigkeit betreffen und damit hohe Bedeutung für die Gewährleistung der Freiheit von Forschung und Lehre haben (vgl. OVG NRW, Urteil vom 18.08.2015, 15 A 97/13).

Gebührenentscheidung:

Diese Entscheidung ergeht gemäß Nr. 1.1 der Anlage zur VerwGebO IFG NRW gebührenfrei.

Mit freundlichen Grüßen

Für den Rektor
Der Kanzler
Im Auftrag



AGREEMENT BETWEEN
CONFUCIUS INSTITUTE HEADQUARTERS OF CHINA
AND
UNIVERSITY OF DUISBURG-ESSEN/ GERMANY
ON THE ESTABLISHMENT OF THE
CONFUCIUS INSTITUTE METROPOLE RUHR E.V. AT THE
UNIVERSITY OF DUISBURG-ESSEN

In order to strengthen educational cooperation between China and Germany, support and promote the development of Chinese language education, and increase mutual understanding among people in China and in Germany, *according to the Constitution and By-laws of Confucius Institutes*, the Confucius Institute Headquarters of China (“the Headquarters”) and the German University of Duisburg-Essen, for the establishment of Confucius Institute Metropole Ruhr e.V., (the Institute) at University of Duisburg-Essen, hereby agree as follows:

Article 1 Purpose

The purpose of this agreement is to identify the rights and responsibilities of the Headquarters and the University of Duisburg-Essen in the establishment and management of the Institute.

Article 2 Character

The Institute shall be a non-profit educational institution.

Article 3 Executive Institution

University of Duisburg-Essen is desirous of collaborating with the Wuhan University. The Headquarters will authorize and appoint the University of Duisburg-Essen to construct the Confucius Institute with Wuhan University 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 in one year after this agreement 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 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 the University of Duisburg-Essen 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 Directors 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 Germany and China.
6. The institute draws up annual budget proposals and final financial accounts independently. University of Duisburg-Essen will be in charge of its management and operation. 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, courseware 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 US-Dollar 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 University of Duisburg-Essen

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, this 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.

University of Duisburg-Essen 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 University of Duisburg-Essen 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.

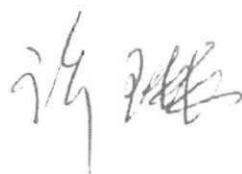
Article 13 Agreement Language

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

Other matters not settled by this Agreement shall be solved through friendly, cooperative negotiations between the two parties.


The Confucius Institute
Headquarters [HANBAN]
Chief Executive



Dr. XU Lin

Date: 2009.8.31

University of Duisburg-Essen
The President



Prof. Dr. Ulrich Radtke

Date: