



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

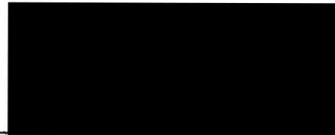
The parties to this Agreement will treat this Agreement as confidential and will not, without prior written consent, publish, release or disclose or permit others to publish, release or disclose of the materials and information gathered regarding a Party to the Agreement, except insofar as such publication, 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:

Date: 7.4.2015

Place:

Place: Düsseldorf

Landeshauptstadt Düsseldorf
Mayor



Date: 7.4.2015

Place: Düsseldorf



Konfuzius-Institut Düsseldorf
an der Heinrich-Heine-Universität
杜塞尔多夫孔子学院



**OPERATING AGREEMENT BETWEEN
HEINRICH HEINE UNIVERSITÄT DÜSSELDORF
AND
THE CONFUCIUS INSTITUTE AT THE UNIVERSITY OF
DUESSELDORF e.V.**

Party A: Heinrich Heine University Düsseldorf
Address: Universitätsstrasse 1, 40225 Düsseldorf, Germany
Legal Representative: Prof. Dr. Anja Steinbeck

Party B: The Confucius Institute at the Heinrich Heine University
Duesseldorf e.V.
Address: Graf-Adolf-Str. 63, 40210 Düsseldorf, Germany
Legal Representative: Prof. Dr. Dr. Alfons Labisch

As Addendum to the <Agreement between Confucius Institute Headquarters (Hanban) and the Heinrich-Heine-University Duesseldorf, the City of Duesseldorf on the Continuation of Confucius Institute at the University of Duesseldorf> (hereinafter referred to as the AoC-“the Agreement on the Continuation”), the Heinrich Heine University Düsseldorf (hereinafter referred to as the “HHU”) and the Confucius Institute at the Heinrich Heine University Duesseldorf e.V. (hereinafter referred to as the “CID”) agree with the Articles concerning internal affairs of the CID as stated below:

Konfuzius-Institut Düsseldorf, Graf-Adolf-Str. 63, 40210 Düsseldorf, Germany
Tel.: (0211) 4162 8540, Fax: (0211) 4162 8569
E-Mail: info@konfuzius-duesseldorf.de, Homepage: www.konfuzius-duesseldorf.de



Konfuzius-Institut Düsseldorf
an der Heinrich-Heine-Universität
杜塞尔多夫孔子学院



§ 1. Scope of Activities

The Institute may conduct the following activities according to the *Constitution and By-laws of Confucius Institutes* and local situation:

1. Teaching Chinese language and providing Chinese language teaching resources;
2. Training Chinese language instructors;
3. Holding the HSK, YCT and BCT examinations (Chinese Proficiency Tests) and tests for the Certification of Chinese Language Teachers;
4. Providing information and consultative services concerning China's education, culture etc..., especially for the province of North Rhine Westfalia;
5. Contribute to Party B's research development and actively promote the public image of Party C.
6. Conducting language and cultural exchange activities and support student exchange;
7. Organize academic and cultural activities on Chinese Language, History, Culture, Economy, Society, Philosophy and other related fields;
8. Other activities with authorization and by appointment of Party A.

§ 2. Organization, Operation and Management

1. The Board of Directors of the Confucius Institute at the University of Duesseldorf is composed of 6 members, 3 Chinese representatives and 3 German representatives. Each Member has the same vote, a decision is valid if 4 Members decide in its favor. The candidate for the President of the Board is recommended by the German side, and is elected by a minimum of 4 supporting votes.

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2. The Board of Directors is formed with members nominated by both Confucius Institute Headquarters and HHU, and its duties include: formulating and amending the Constitution of the Institute; formulating development plans for the Institute; decision-making on major issues including teaching, research and management; fund raising; appointing and dismissing the Chinese and German directors of the Institute; examining and approving the budget proposal and final financial accounts of the Institute; reporting to the three parties on the management status and major issues of the Institute.
3. The German Director of the CID is appointed by the Board and the Chinese Director of the CID is appointed by Confucius Institute Headquarters. Both Directors are in charge of running the Institute. The German Director is in charge of management, marketing, student recruitment, and administrative support, and the Chinese Director is in charge of Chinese language teaching, the planning and management of related activities. The duties and responsibilities of German Director and Chinese Director should be approved by Confucius Institute Headquarters. If necessary, the Directors can appoint further personnel for administration and teaching purposes.
4. The Institute must accept the assessment of Confucius Institute Headquarters regarding its teaching quality.
5. The Institute activities must be in accordance with the *Constitution and By-laws of Confucius Institutes*, and also respect the cultural custom of China and Germany, and shall not contravene the laws and regulations of either Germany or China.
6. The Institute independently draws up annual budget proposals and final financial accounts.



Konfuzius-Institut Düsseldorf
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7. Party B agrees to self-finance Rent and other costs that exceed the amount of annual contribution by the City of Düsseldorf.

§ 3. This Operating Agreement, as the Addendum to the <Agreement between Confucius Institute Headquarters (Hanban) and the Heinrich-Heine-University Duesseldorf, the City of Duesseldorf on the Continuation of Confucius Institute at the University of Duesseldorf>, shall have the same effectiveness as the Agreement on Continuation. The two Parties shall refer to the AoC as for the matters not covered in this Operating Agreement.

Heinrich-Heine-University

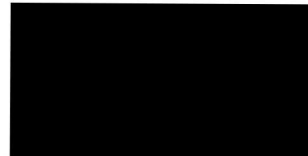
Confucius Institute at the Heinrich-Heine-Universität e.V.

Düsseldorf, Deutschland

Düsseldorf, Deutschland

Rektorin

President of the Board



Date: 7.4.2015

Date: 7.4.2015

Place: Düsseldorf

Place: Düsseldorf