



**THE UNIVERSITY
OF QUEENSLAND**
AUSTRALIA



**AGREEMENT BETWEEN
CONFUCIUS INSTITUTE HEADQUARTERS OF CHINA
AND
THE UNIVERSITY OF QUEENSLAND, AUSTRALIA
ON THE CO-DEVELOPMENT OF
CONFUCIUS INSTITUTE AT THE UNIVERSITY OF QUEENSLAND**

In order to strengthen educational cooperation between China and Australia, support and promote the development of Chinese language education, and increase mutual understanding among people in China and in Australia, according to the *Constitution and By-laws of Confucius Institutes*, the Confucius Institute Headquarters of China ("the **Headquarters**") and the University of Queensland signed an agreement on 16 April 2009 ("**Original Agreement**") for the establishment of Confucius Institute at the University of Queensland ("**Confucius Institute**" or "**Institute**"). The parties acknowledge the Original Agreement expired on 16 April 2019. The parties wish to continue to develop the Institute and agree to do so on the terms of this agreement. The parties 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 Queensland in the development and management of the Institute.

Article 2 Character

The Institute shall be a non-profit educational institution.

Article 3 Executive Institution

The University of Queensland is desirous of continuing to collaborate with Tianjin University. The Headquarters will authorize and appoint Tianjin University as the Chinese executive institution to continue to develop the Confucius Institute with the University of Queensland. Following the signing of this agreement, the two parties of cooperation will negotiate and agree a separate agreement on detailed matters of the cooperation (“**UQ-Tianjin Agreement**”). The separate agreement should be reviewed and approved by the Headquarters before signing.

Article 4 Scope of Activities

The Institute can serve the following activities according to the Constitution and By-laws, and the laws of Australia and the University of Queensland’s policies and procedures:

1. Teaching Chinese language by using a variety of methods including multimedia and the internet;
2. Organise the HSK examination (Chinese Proficiency Test), YCT examination (Youth Chinese Test), and tests for the Certification of the Chinese Language Teachers;
3. Provide Chinese language programs for the wider business and local community;
4. Conduct language and cultural exchange activities;
5. Other activities as agreed by the Headquarters and the University of Queensland.

Article 5 Organization, Administration and Management

1. The Institute at the University of Queensland should be managed by a Board of Directors which will consist of up to 5 Directors nominated by the University of Queensland and 4 Directors nominated by Tianjin University. Detailed governance and management provisions will be set out in the UQ-Tianjin Agreement.

2. The responsibilities of the Board of Directors 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. The Board of Directors meeting should be held at least once a year.
3. The University of Queensland will appoint the Chairman of the Board of Directors. The Chairman will be the University of Queensland's Deputy Vice Chancellor (External Engagement) or nominee. The Chairman will not have a casting vote.
4. Tianjin University will appoint the Vice Chairman of the Board of Directors. The Vice Chairman will be the President or Chairman of the Administrative Council of Tianjin University or nominee. The Vice Chairman will not have a casting vote.
5. The Institute activities: must be in accordance with the Constitution and By-laws; must respect cultural customs of Australia and China; and must not contravene the laws and regulations in Australia and China. However, to the extent of any inconsistency between this agreement and the Constitution and By-laws, this agreement will prevail.
6. The Institute draws up annual budget proposals and final financial accounts independently of Headquarters. The University of Queensland will be responsible for preparing the annual budget and final financial accounts. The Institute may charge fees for language course or other programs.
7. All persons involved in activities of the Institute (including Chinese citizens) will be subject to the laws of Australia and the University of Queensland's policies and procedures including its Code of Conduct.

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 necessary teaching materials, coursewares and other books, and to authorize the use of online courses, as agreed by the parties from time to time.
3. To provide the amount of annual funding agreed with the University of Queensland.
4. To send Chinese instructors based on the requirements of teaching as agreed by the parties from time to time; and pay for their air fares, expenses and salaries. The University of Queensland will be closely involved in their selection and appointment (including the preparation and finalization of position descriptions, and final hiring decisions).

The obligations of the University of Queensland:

1. To provide, manage and maintain a fixed office place and appropriate sites for teaching and other activities of the Confucius Institute; equipped with office and teaching facilities.
2. To provide necessary administrative personnel (full time or part-time) and provide the related payment to cover remuneration of such personnel.
3. To provide necessary working facilities and support for the Chinese instructors.
4. To assist Tianjin University (and any other Chinese university that may provide Chinese instructors for the Institute's activities) in relation to the visa application and residence procedures in Australia.
5. To open the bank account for the Confucius Institute (the "**Institute Bank Account**").
6. To provide copies of final financial accounts of Confucius Institute to Headquarters annually.

7. To provide an agreed amount of annual funding (cash or in-kind, as determined by the University of Queensland), which should not be less than the amount provided by the Headquarters.
8. To arrange assessment of projects organized by the University of Queensland.

Article 7 Intellectual Property

The Headquarters exclusively owns the title of "The Confucius Institute", its related logo, and emblem as its exclusive intellectual property ("**Headquarters Marks**"). The Headquarters grants to the University of Queensland a non-exclusive, non-transferable licence to use and apply the Headquarters Marks in connection with the activities of the Institute, during the term of this Agreement. The University of Queensland cannot continue applying or transfer the title, logo, and emblem in any form, either directly or indirectly, after this agreement has been terminated.

Each party owns the intellectual property which they created or contributed to the Institute (including intellectual property rights in any program run by the Institute). In cases where projects are jointly developed, IP shall be decided upon through negotiations between both parties. Should disputes arise regarding IP ownership, then the dispute settlement process in Article 12 will apply.

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. Subject to Article 11.1, the Agreement shall have a period of 5-year validity (“**Initial Term**”) unless terminated earlier in accordance with this agreement. Either party, if it wishes to terminate the Agreement, must notify the other in writing during the 90-days before the end of the Initial Term; otherwise it will automatically be extended for one further 5 year term (“**Option Term**”) and will expire at the end of the Option Term (unless the parties agree in writing to renew the agreement for a further term).

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 use reasonable efforts 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 for any reason.
2. This Agreement is terminated by a party or expires in accordance with Article 9 (Term).
3. The Agreement cannot be fulfilled or cannot achieve the anticipated aim because the conditions to fulfil this agreement are no longer in existence.
4. If the act of one party of the Agreement severely harms the image and reputation of the other party.

5. If a party is unable to meet its obligations due to a force majeure event (referred to in Article 10) for a period of three months or more, then either party may terminate this Agreement by giving the other party notice in writing.
6. A party may terminate this Agreement with immediate effect if the other party breaches a material term of this Agreement and does not remedy that breach within 28 days of being notified in writing by the other party to do so.

The termination of the Agreement will not affect any other agreement, contract and program between the two parties.

Upon termination of the Agreement, the University of Queensland will:

1. use any remaining funds in the Institute Bank Account to wind up the operation of the Institute and meet any outstanding expenses or liabilities incurred in relation to the operation of the Institute; and
2. apply the balance of funds in the Institute Bank Account (if any) as follows:
 - (a) any funding provided by the University of Queensland, Tianjin University and the Headquarters that has not been applied will be returned to that party; and
 - (b) any other funding will be applied or returned as agreed by the University of Queensland, Tianjin University and the Headquarters.

Article 12 Dispute Settlement

In the events of any dispute, the two parties should consult each other in a friendly manner. If the dispute has not been resolved within 30 days of negotiations then the dispute will be resolved by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce International Court of Arbitration (**Rules**). The seat of arbitration will be Singapore. The language of the arbitration will be English.

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, are intended to have the same effectiveness, however, in the event of inconsistency between the Chinese translation and English translation, the two parties shall negotiate reasonably to arrive at a solution.

Article 14 Other Terms

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

Article 15 Communications

The parties acknowledge and agree that the University of Queensland is permitted to disclose this agreement to the public and to make statements to its staff and students and the broader community of the University of Queensland about this agreement, the operations of the Institute and activities to be undertaken in connection with this agreement.

Article 16 Acknowledgements

The Headquarters acknowledge and agree that, despite any other provision of this agreement:

1. The Confucius Institute of the University of Queensland does not offer any credit-bearing courses toward academic degrees. The development of non-credit programs and courses for the Institute will be solely under the University of Queensland's ambit and control and will be undertaken in accordance with the University of Queensland's procedures and policies.

2. The University of Queensland is committed to maintaining its autonomy over: all course content, the manner of instruction for all programs, teaching standards, quality assurance, student admissions, examination, marketing of programs, staff appointments, and academic and intellectual freedom in connection with the Confucius Institute and all programs, projects and courses offered by the University of Queensland as part of the Confucius Institute. Nothing in this agreement will limit or affect the autonomy of the University of Queensland. Headquarters acknowledges that the University of Queensland ultimately has the sole right to determine the content of the curriculum and the manner of instruction for all programs administered by the Institute or by the University of Queensland.
3. The University of Queensland is subject to the laws of Australia and nothing in this agreement requires it to do anything which would be contrary to the laws of Australia.
4. For the avoidance of doubt, the parties confirm that the activities contemplated to be undertaken by the parties and the Institute under this agreement are not intended to include activities that are registrable under the *Foreign Influence Transparency Scheme Act 2018* (Cth).