AGREEMENT BETWEEN THE CONFUCIUS INSTITUTE HEADQUARTERS AND THE UNIVERSITY OF VALENCIA FOR THE DEVELOPMENT OF THE CONFUCIUS INSTITUTE AT THE UNIVERSITY OF VALENCIA

On the one hand, Mrs Maria Vicenta Mestre Escribá, Honorable Rector of the University of Valencia, Estudi General, Higher Education Center, with registered office in Valencia, avda. Blasco Ibañez number 13 (CP 46010) and with CIF number Q-4618001-D, acting on behalf of and representing it, legitimated for this act under article 94 of the Statutes of the University of Valencia, approved by Decree 128/2004, of July 30, of the Council (DOGV 2004/8213), modified by Decree 45/2013, of March 28, of the Council (DOGV 2013/6994) and empowered as of its appointment by Decree 41 / 2018, of April 6, of the Council (DOGV 2018/8270).

And on the other hand, Mr. Ma Jianfei, Distinguished Deputy Director-General of the Confucius Institute Headquarters (HANBAN), acting on behalf of and representing the Headquarters, an organization of the Ministry of Education of China, with the responsibility of promoting the Chinese language and culture around the world, with registered office in 129 Deshengmenwai Street, Xicheng District, Beijing, China.

Both parties recognize the necessary mutual legal capacity to sign the present agreement on behalf of the institution that they represent and for this purpose.

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They agree to keep on cooperating with the aim of collaborating in the running and funding of the Confucius Institute at the University of Valencia as well as on the activities carried out. This cooperation will be regulated according to the following...
CLAUSES

1. Name

The Confucius Institute will be named “The Confucius Institute at the University of Valencia” (Instituto Confucio de la Universitat de València). It is referred to hereafter in this document as “the Institute”.

2. Objectives of the Institute

The objectives of the Institute are:
- to promote and deliver teaching of Chinese language in Spain;
- to promote academic study and public awareness of Chinese culture;
- to act as an intermediary between Spain and Spanish institutions and China in linguistic, educational, cultural and business fields and to provide educational and research activities to support Spanish-Chinese links.

3. Ownership

3.1 The Institute was founded through by agreement signed between both institutions on May 25, 2007. The University of Valencia will be the legal owner and operator of the Institute.

4. Director and staff of the Institute

4.1 The Director of the Institute will be an employee of the University of Valencia, as will be the majority of the staff of the Institute, except for the Deputy Director and any other staff seconded from Chinese partner institutions.

4.2 The Director will be responsible for the day-to-day management of the Institute and the pursuit of the Institute’s strategy as determined by the Advisory Board. The Director will report to the Advisory Board and to the University of Valencia.

4.3 The Deputy Director will be a visiting faculty member from the principal Chinese partner institution in China. The Deputy Director and any other staff of partner institutions in China seconded to the Institute will contribute to the educational, cultural and research activities of the Institute to pursue objectives as laid down by the Advisory Board and required by the Director.

4.4 The Deputy Director will become an Honorary Fellow of the University of Valencia, and will report to the Director of the Institute on any matters relating to the Institute and its activities.
5. The Advisory Board

5.1 The Institute will have an Advisory Board which will have responsibility for agreeing to the strategy, annual plans and annual budget of the Institute. It will report annually both to the University of Valencia, and to the Headquarters, and will be responsible for the annual budgetary submissions to the Headquarters.

5.2 The Advisory Board will have regular meetings through the year at a determined frequency. One meeting per year will be formally to agree on annual plans and budgets.

5.3 The membership of the Advisory Board will be determined by the Rector of the University of Valencia in consultation with the Headquarters.

5.4 The Advisory Board will have a quorum for the formal conduct of its meetings of a minimum of 3/5 of its membership.

6. Scope of Institute Operations

6.1 In pursuit of the objectives set out under Clause 2, the Institute will have 5 main operational roles as set out below. The descriptions beneath each heading are not prescriptive but illustrative.

6.2 Spain-China interchange: to be a conduit for interchange and dialogue between Spain and China in educational, cultural and business domains; to develop links between Spain and Chinese institutions that will permit the above objective to be achieved.

6.3 Chinese language teaching

- to promote and deliver teaching of Chinese to citizens, businesspersons and other students at appropriate levels;
- to develop programs for training teachers of Chinese, in collaboration with the University of Valencia;
- to act as a service centre for instructors teaching Chinese in public and private secondary schools and language schools;
- to collaborate in delivery of Chinese language related programs within the University of Valencia;
- to hold examinations for the Chinese Language Proficiency Test.

6.4 Chinese culture

- to promote public knowledge and understanding of Chinese culture through public lectures, seminars and other events;
- to plan and mount exhibitions/festivals of Chinese culture to delivered as appropriate in collaboration with partner organizations in China, Spain and elsewhere;
to promote exchange events between Spain and China.

6.5 Business
- to serve as a consulting and linkage centre between the Spanish business community and their counterparts in China;
- to provide language and culture programs for Spanish businesspersons who will work in China.

6.6 Scholarship
- to promote, in association with other appropriate units in other Spanish Universities and elsewhere, scholarships relating to China;
- to develop senior visiting fellow programs
- to promote specific research programs

7. Planning

The Advisory Board will agree an annual plan for the Institute and a rolling forward look to set out its aspirations for medium term development.

8. Obligations of the Headquarters and the University of Valencia

The University of Valencia contribute to the Confucius Institute in the following ways:
8.1 Providing the operations facility, including but not limited to the space for offices, library and classrooms as needed.
8.2 Providing offices and rooms in the Blasco Ibáñez campus, with a gross area at the Facultad de Filología, Traducción y Comunicación, available as the initial base for the Institute and a second office, classrooms and library at the Tarongers Campus at the Institutes' building.
8.3 Providing free infra-structures (communications, water, electricity, web presence, etc.)
8.4 Providing staff and logistic support;
8.5 Publishing and making the diffusion of the Institute’s activities;
8.6 Giving academic collaboration to the Institute’s activities;
8.7 Giving the Institute's staff free access to the University common structures (websites, E-Mail, etc.)
8.8 Assisting the Chinese party at the Institute with all visaprocedures.
8.9 The University is responsible for student admission and registration.

The Headquarters contribute to the Confucius Institute in the following ways:
8.10 Providing program and operational funding conditional upon project needs and subject to annual agreement on operational plans, including actual development and program size of the Confucius Institute, for each year. For specific projects for which external funding are required, the Headquarters will provide funding to match that raised externally by the University of Valencia. Budgets will be presented to the Headquarters in July for funding the next year.

8.11 The Headquarters is responsible for supplying and funding teachers from Chinese partner institutions, including a Deputy Director, for the delivery of planned teaching programs in the Institute. The University of Valencia may recruit subject matter experts locally to serve specific purposes.

8.12 The Headquarters will also contribute:
- Confucius Institute branding and signage
- Copies (volumes) of Chinese books and audio-visual teaching materials to establish the library at the Institute
- Teaching programs and course material for universities (if required) and schools
- Occasionally, special project funding as recommended by the Board
- Computer up-grade for Institute staff as required

8.13 Revenues generated from program delivery will be used exclusively for the Institute.

8.14 The Institute’s planning and budgeting will be subject to and part of The University of Valencia annual planning and budgeting cycle.

The Confucius Institute will be jointly funded by The University of Valencia and the Headquarters, and it should finally assume sole responsibility for its profits or losses by charging language course fees and other programs.

9 Intellectual Property

The Headquarters exclusively owns the title of "The Confucius Institute", its related logo, and plaque (or badge) as its exclusive intellectual property. The University of Valencia cannot continue applying or transferring the title, logo, and plaque (or badge) 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.

10 Terms and Conditions

10.1 The terms of this Agreement shall be valid for four years from the date 
specified with the signatures below. The Agreement is subject to review upon 
expiry, and may on mutual consent be renewed.

10.2 In order to comply with the obligations of Article 9.1 c) of Law 2/2015, of 2 
April, of the Generalitat, Transparency, Good Governance and Citizen 
Participation of the Valencian Community, the University of Valencia will 
proceed to publish in its transparency portal the text of the agreement 
subscribed.

However, the parties, without prior written consent, cannot publish, release or 
disclose or permit to be published, released or disclosed, the material or any 
information supplied to, obtained by, or which comes to the knowledge of each 
parties as a result of this Agreement except insofar as such publication, release 
or disclosure is necessary to enable each party to fulfill their obligations under 
this Agreement.

Furthermore, the personal data protection Law must be followed.

10.3 Notwithstanding any other provision of this Agreement, if either party fails 
to comply with any provision of this Agreement then, and in addition to any 
other remedy or remedies available to the University of Valencia and the 
Headquarters, either the University of Valencia or the Headquarters may have 
the option to terminate this Agreement by giving six months written notice of 
termination to the other party and if such option is exercised, neither the 
University of Valencia nor the Headquarters will be under further obligations.

10.4 May this agreement be deterinated, the parties agree to continue their 
obligations to the students who have been already enrolled into the programs in 
the Institute until they graduate or transfer into other programs/institutions.
10.5 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. In the event of such circumstance, the party under the situation shall inform the other party so the program may be delayed or terminated in order to mitigate the loss of the other party.

10.6 Students enrolled in the programs under this Agreement will be governed under the jurisdiction of the Spanish’s law and policy and procedures.

10.7 This Agreement may be amended to reflect changes due to circumstances that this Agreement has not covered. The amendment will be based on the discussions of both parties and mutual consent.

10.8 The resolution of disputes that may arise on the interpretation and execution of this agreement will have to be resolved by mutual agreement between the signatory parties.

This Agreement is written and signed in Chinese, Spanish, English and Valencian and each text shall have equal validity. This Agreement shall be effective upon the signature by both parties.

The Confucius Institute Headquarters The University of Valencia

Dr. Ma Jianfei
Deputy Chief-Executive
Date: 19-10-2018

Vicenta Mestre Escrivá

19-10-2018