



**AGREEMENT BETWEEN
CONFUCIUS INSTITUTE HEADQUARTERS OF CHINA
AND
THE UNIVERSITY OF DEBRECEN, HUNGARY,
ON THE ESTABLISHMENT OF
CONFUCIUS INSTITUTE AT THE UNIVERSITY OF DEBRECEN**

In order to strengthen educational cooperation between China and Hungary, support and promote the development of Chinese language education, and increase mutual understanding among people in China and in Hungary, according to the *Constitution and By-laws of Confucius Institutes*, the Confucius Institute Headquarters of China (129 Deshengmenwai Street, Xicheng District, Beijing, China) (the Headquarters) and the University of Debrecen, Hungary (located at: 4032 Debrecen, Egyetem tér 1., institution ID: FI 17198, VAT number: 15329750-4-09, hereinafter referred as: University of Debrecen), together referred to as Parties, for the establishment of Confucius Institute at the University of Debrecen, Hungary (the Institute), 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 Debrecen, Hungary in the establishment and management of the Institute.

Article 2 Character

The Institute shall be a non-profit educational institution.

Article 3 Executive Institution

The University of Debrecen is desirous of collaborating with the Tianjin Foreign Studies University. The Headquarters will authorize and appoint Tianjin Foreign Studies University to establish the Confucius Institute in partnership with the University of Debrecen as the Chinese executive institution. The University of Debrecen and Tianjin Foreign Studies University will sign an implementation agreement on the details of cooperation. The implementation agreement should be audited by the Headquarters before signing. The Institute must be launched within one year after this Agreement is signed.

During the operation of the Confucius Institute, if Tianjin Foreign Studies University is confirmed by the Headquarters to have failed to perform its responsibilities, the Headquarters can disqualify Tianjin Foreign Studies University and appoint another Chinese institution to be as the Chinese executive institution, and sign a new implementation agreement with the University of Debrecen. This Agreement will not need to be signed anew.

Article 4 Scope of Activities

The Institute can carry out the following activities according to the *Constitution and By-laws of Confucius Institutes*, as well as local circumstances:

1. Teaching Chinese language, providing Chinese language teaching resources and carrying out research on Chinese language teaching;
2. Training Chinese language instructors and developing Chinese language teaching materials;
3. Organizing 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, Operation and Management

1. The Institute at the University of Debrecen shall adopt a Director Responsibility System under the leadership of the Board of Directors.
2. The Board of Directors consists of members nominated by the two Parties. The Board must include senior-level (university-level) and mid-level leaders from both Parties. 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 operation; fund raising; appointing and dismissing the Director of the Institute; examining and approving the budget proposal and final financial accounts of the Institute; reporting to the two parties on the operation status and significant issues. The Board meeting should be held at least once a year.
3. Two collaborating Parties appoint one Director, respectively.
4. The Headquarters acknowledges that the University of Debrecen and its faculty ultimately have the right to determine the content of the curriculum and the manner of instruction for all programs administered by the University of Debrecen. The University of Debrecen acknowledges that the Headquarters ultimately has the right to determine the programs to which it provides funding.
5. Chinese citizens involved in activities of the Institute shall be subject to the laws and policies of the University of Debrecen and Hungary during their stay in Hungary. Hungarian citizens involved in activities of the Institute in China shall be subject to the laws and policies of China during their stay in China.
6. The Institute draws up annual budget proposals and final financial accounts independently. The University of Debrecen will be in charge of the daily operation and management of the Institute in accordance with the available financial resources.

Article 6 Obligations

1. The obligations of the Headquarters:

- (1) To authorize the use of the title “Confucius Institute”, logos and Institute emblems.
- (2) To provide teaching materials, coursewares and other books according to the need, to authorize the use of online courses. To provide, for the first time, Chinese books, teaching materials, and audio-visual materials worth RMB 150,000.
- (3) To provide \$150,000 start-up fund for the purpose of decorating the Institute space and purchasing equipments. If the University of Debrecen chooses to quit ahead of the expiration date of the first agreement, it shall return the start-up fund at a percentage of the years unspent to the contract period. To provide a set amount of annual fund according to needs. Further financial conditions will be set in a separate agreement between the Headquarters and the University of Debrecen.
- (4) To send Chinese instructors based on the requirements of teaching, and pay for their air fares, accommodation and salaries.
- (5) To provide support of Headquarters’ programs, include the Confucius Institute Scholarship, Summer or Winter Camp in China, and Confucius China Studies Program, etc.

2. The obligations of the University of Debrecen

- (1) To provide a fixed office place and appropriate sites for teaching and other activities of the Confucius Institute; To provide office and teaching facilities, and be responsible for their installment, management and maintenance.
- (2) To provide necessary administrative personnel and teaching staff (full time or part-time) and provide the related payment.
- (3) To assist the Chinese party on the visa application and residence procedures, and provide necessary working facilities and provide

assistance for life conveniences.

(4) To open a special account for the Confucius Institute or set up a separate account for independent accounting in the financial system of the University of Debrecen. To submit financial audit report of Confucius Institute to Headquarters every_2 years.

(5) To provide a set amount of annual fund, which should not be less than the amount provided by the Headquarters. Further financial conditions – as also mentioned in Article 6, point 1 (3) - will be set in a separate agreement between the Headquarters and the University of Debrecen.

(6) To accept the project assessment 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. The University of Debrecen 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 the intellectual property of the concrete program implemented by the Institute. And the two Parties can consult on the IP ownership in collaborative programs. In the events of 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 all 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 of both Parties signing. The

Agreement shall have a period of 5-year validity. If either party wishes to terminate the Agreement, it must notify the other in writing 90 days before the end of the Agreement, otherwise it will automatically be extended for another 5 years.

Article 10 Force Majeure

Parties 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 that renders the performance of this Agreement impossible. In the event of such a circumstance, the party under the situation shall inform the other party in writing that the program may be delayed or terminated, and duly take effective measures to mitigate the loss of the other party.

Article 11 Termination

1. This Agreement can be terminated in one of the following cases:
 - (1) This Agreement can be terminated according to Article 9, if the two parties have no intention to continue their cooperation on the expiration of the Term.
 - (2) This Agreement can be terminated according to Article 10, if the two parties reach consensus on the impossibility of performance due to force majeure.
 - (3) The Headquarters has the right to terminate this Agreement, if according to assessment, the Institute has not reached the standard and made no remediation or failed to reach the Headquarters' requirement after remediation.

Apart from the above cases, neither party can request for terminating this Agreement ahead of time; Or the default party must compensate for all the damages incurred to the other party, which include but not are limited to all the investment made under this Agreement, the legal expense and the indemnity for defamation.

2. When this Agreement terminates, the two Parties should both adopting rehabilitation measures, with aim to avoiding negative impact on either party. The measures include, but not limited to:

(1) Upon termination, the funds of the collaborative program will be automatically frozen and returned to the Headquarters after the confirmation of both Parties on the amount.

(2) The termination of this Agreement shall not affect other separate agreements, contracts or programs between the two Parties.

(3) Upon termination, the University of Debrecen should make proper arrangements of the enrolled students and other matters.

(4) After termination, the implementation agreement will be terminated automatically.

Article 12 Dispute Settlement

In the events of any dispute, the two Parties agree to attempt to engage in a good faith to find a solution. In the event such an attempt appears unsuccessful, the Parties agree to submit the dispute to a third party trusted by the both parties.

Article 13 Other Terms

Without prior written consent, it is not allowed to publish, release or disclose, or permit any other party to publish, release, or disclose, any materials or information which come to the knowledge of either party 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.

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

The Headquarters accept that the University of Debrecen is bound to

comply with the related Hungarian laws and the University's internal regulations in fulfilling its obligations under this Agreement.

The undersigned hereby are duly authorized by each institution to execute this Agreement.

This Agreement is written in Chinese and English and signed in 4 copies in each language. The Headquarters shall keep two copies in every language and the University of Debrecen also shall keep 2 copies in every language of the signed Agreement. The Agreement, in both languages, shall have the same effectiveness, though in case of discrepancy between the Agreements, the English version should apply.

Confucius Institute
Headquarters (HANBAN)
Vice Chief Executive

University of Debrecen
Rector

Ma Jianfei

Date:



Prof. Dr. Zoltán Szilvássy

Date: 6th July, 2018
Approved and financially
countersigned by:
Chancellor





Prof. Dr. Zoltán Bács

Date: 6th July, 2018

