



Freie Universität  Berlin

Agreement Between
Confucius Institute Headquarters and Freie Universität Berlin
for the Establishment of Major in Teaching Chinese

Party A: Confucius Institute Headquarters

Address: No. 129, Deshengmenwai Street, Beijing, P. R. China, 100088

Party B: Freie Universität Berlin

Address: Kaiserswerther Str. 16/18, 14195 Berlin, Germany.

(FU contract no.: 2015000340)

In order to strengthen the educational exchange and cooperation between China and Germany, and support the efforts of Freie Universität Berlin in training local teachers of Chinese language, the Parties, pursuant to the applicable rules concerning the joint establishment of, and the funding for the Major in teaching Chinese (hereinafter referred to as the "Major") between Party A and a foreign higher education institution, and after consultation by the Parties, hereby agree as follows:

Article 1

Party A's Rights and Obligations

1. Party A shall provide financial support for Party B to set up one full-time Teaching Chair position. The Chair shall be a W2-level full-time professor, who shall be responsible for the teaching and research related to the Major. The average funding for this position is Euro 98,216 per year, and the total funding is Euro 491,080 for five years. Party A shall pay the yearly amount within 30 days of receipt of an invoice issued by Party B. Party B will issue the invoice for next year's funding after the end of each financial year. The yearly amount shall be payable to the following bank account of Party B:

Bank Name: BERLINER BANK NDL DEUTSCHE BANK PGK AG

Address of Bank: Hardenbergstraße 32, D-10623 Berlin, Germany

Account Holder: Freie Universität Berlin

Address of Account Holder: Kaiserswerther Str. 16/18, 14195 Berlin, Germany

Account Number: 0512158700

SWIFT: DEUTDEDB110

IBAN: DE35100708480512158700

Reference: contract no. 2015000340

Party B will issue the first invoice at the beginning of the first financial year after the professorship is installed.

2. Party A shall, in accordance with the needs of Party B, dispatch one qualified teacher to Party B. Party A shall be responsible for the salary and related subsidies of this dispatched teacher. The teaching term of every Chinese teacher is one to two academic years. The Chinese teacher should be lecturer or

above, with a minimum of 2 years teaching experience, major in Chinese Studies or Chinese Language and be proficient in English or German.

3. Party A shall, in accordance with the needs of Party B, provide support for Party B's purchase of books and databases for related teaching and research. The budget ceiling is Euro 10,000 per year, and such purchase shall be reimbursed for the actual expenses. At least 50% of the purchase shall be books and/or databases in the Chinese language. Party B shall provide Party A with a detailed list of such purchase, and the total expenses for five years shall not exceed Euro 50,000.

4. Party A shall conduct an annual evaluation of the program together with Party B. Party A has the discretion to decide whether to continue its funding for the following year based on the result of such evaluation.

Article 2

Party B's Rights and Obligations

5. Party B shall establish the Major at the Department of History and Cultural Studies. The duration of study is 3 years for a bachelor program and additional 2 years for a master program, and upon completion, students will be conferred with a Master of Education. Graduates shall be awarded the Teacher's Certificate for teaching Chinese issued by Confucius Institute Headquarters. Applicants to the program are students who are German or EU Citizens and the program will aim to recruit up to 20 students per year.

6. In order to ensure the sustainable development of the Major, Party B shall establish one W2-level Chair Professor of the Major in teaching Chinese. The candidate shall be recruited by Party B in accordance with applicable laws, the requirements for retaining the Chair Professor, and the development plan of the program. Party B shall notify Party A, in a timely manner, the result of candidate selection. Party B shall notify Party A before any major decision concerning the Chair Professor is made, including but not limited to the professional qualifications and development of the program.

7. Party B shall ensure to provide necessary teaching space, equipment and operational funds for the program.

8. Party B shall provide Party A with the teaching plans and course syllabi.

9. Party B shall provide the teachers sent by Party A with medical insurance.

10. Party B, after the end of each financial year, shall provide Party A with a report on the progress of the Major program, a report on the work of the Teaching Chairs, the use of annual funds, and the application (invoice) for next year's funding.

11. In order to assure the quality of the Major in Teaching Chinese program, Party B confirms to apply the established quality assurance instruments and procedures in accordance with the *Standards and Guidelines for Quality Assurance in the European Higher Education Area*.¹ That includes periodical student feedback for teachers and courses according to the evaluation system of Party B. In order to involve internal and external knowledge and experience it also includes meetings with external experts (incl. employers/professional practitioners) within a five years time scale.

The outcomes serve as a basis for further development of the program and any quality measures taken must be notified Party A in writing.

12. Party B shall, at the termination of Party A's funding, maintain the Teaching Chairs and the Major.

Article 3

Coordination and Supervision of the Funded Program

13. In order to achieve smooth collaboration and tangible results for the Major, the Parties agree to maintain sufficient communication during the collaboration. Party A may require Party B to describe and take appropriate supervision and coordination measures on the implementation of the funded program set forth herein.

14. In the event of any one of the following on the part of Party B, Party A may require Party B to take corrective measures. In the event that Party B does not make corrections within a stipulated period, Party A may reduce or terminate the funding for the Teaching Chairs, cease to send teachers, or providing books

¹ http://www.enqa.eu/wp-content/uploads/2015/11/ESG_2015.pdf

and materials. In severe cases, Party A may terminate the Agreement and require Party B to return the appropriated funds:

- The Teaching Chair Professor position is vacant for one year and above;
- The use of funds is inconsistent with the objective or funding requirement;
- In the process of program implementation, Party B violates local or Chinese laws; and
- Any other inconsistency with the terms of the Agreement.

15. In the event of any of the following, Party B may terminate the Agreement:

- Party A fails to provide funding in accordance with the terms of the Agreement;
- Party B encounters difficulty in recruiting applicants and is deemed by Party A as not able to proceed with the program; and
- Party B cannot proceed with the program because of lack of funding on the part of the university.

16. In the event that any Party intends to discontinue with the program, such Party shall notify, in writing, the other Party 3 months in advance, and shall not terminate the agreement unless both Parties have reached a consensus. Without such consensus, the Party that unilaterally releases or terminates the agreement shall assume the defaulting responsibility, and compensate the other Party all the losses thus incurred.

Article 4

Effectiveness and Term of Agreement

17. The Agreement shall become effective upon and from the date on which it is signed. The term of agreement shall be five years.

The funding period of the full-time Teaching Chair position is five years, which will be calculated from the date of installment of the professorship.

Article 5

Applicable Laws and Dispute Settlement

18. The interpretation and execution of the Agreement is subject to the laws

of the People's Republic of China.

19. The Parties shall resolve any dispute arising from the execution of the Agreement through friendly consultations. In the event that such consultations fail, the Parties agree to submit the dispute to China International Economic and Trade Arbitration Commission in accordance with applicable laws of China.

Article 6

Language and Counterparts

20. The Agreement is written both in Chinese and English. Each of the Chinese and English version of the Agreement shall be signed in duplicate copies. Each Party shall hold one copy of each language version. Both language versions shall be equally authentic.

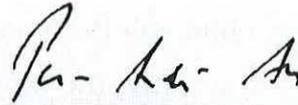
Party A



MA Jianfei
Deputy Chief Executive
Confucius Institute Headquarters

Date: 2017.6.7

Party B



Prof. Dr. Peter-André Alt
President
Freie Universität Berlin

Date: 18/5/17

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