

Cooperation Agreement

between

the University of Duisburg-Essen

Forsthausweg 2, 47057 Duisburg, Germany,

represented by its Rector Prof. Dr. Barbara Albert

(hereinafter referred to as University of Duisburg-Essen)

and

Wuhan University

Luojiashan, 430072, Wuhan, Hubei, P.R. China,

represented by its President Prof. Dr. ZHANG Pingwen

(hereinafter referred to as Wuhan University)

and

**the Confucius Institute Metropolis Ruhr association (Konfuzius-Institut
Metropole Ruhr e.V.)**

Bismarckstr. 120, 47057 Duisburg, Germany,

represented by its Chair Prof. Dr. Axel Lorke

(hereinafter referred to as Confucius Institute Metropolis Ruhr)

**to provide a new framework for cooperation in the context of the Confucius Institute
Metropolis Ruhr.**

Preamble

The Confucius Institute Metropolis Ruhr was established in 2009 as a non-profit organisation with the legal status of a registered association (*eingetragener Verein*) and with the objective of strengthening cooperation between China and Germany in the fields of education, culture, business matters and research, of supporting and promoting the development of Chinese language education and of improving mutual understanding among the Chinese and German peoples.

After almost 14 years of successful cooperation in accordance with the Confucius Institute Metropolis Ruhr's articles of association, the cooperation between the parties involved is to be provided a new framework, thus taking into account the reorganisation of the institutions involved. Since the responsibility for matters related to the Confucius Institutes and the use of the brand 'Confucius Institute' changed on the Chinese side as of 18 June 2020, an updated outline of the cooperation is required. The Confucius Institute Headquarters/Hanban, which was formerly responsible, was dissolved and the rights to the 'Confucius Institute' brand were transferred to the newly established Chinese International Education Foundation (CIEF). The CIEF grants Wuhan University and University of Duisburg-Essen the rights to use the Confucius Institute brand for this cooperation. The Chinese partner university – in this specific case Wuhan University – is therefore responsible for cooperating directly with the CIEF and reviewing the Confucius Institute Metropolis Ruhr's requests for funds. Wuhan University provides the funds for the Confucius Institute Metropolis Ruhr.

This Agreement replaces the following agreements signed by the cooperation partners in the context of the Confucius Institute Metropolis Ruhr:

- Agreement between Confucius Institute Headquarters of China and University of Duisburg-Essen/Germany on the Establishment of the Confucius Institute Metropole Ruhr e.V. at the University of Duisburg Essen, signed by Dr. XU Lin and Prof. Dr. Ulrich Radtke on 31 August 2009 and 29 September 2009 respectively
- Supplementary Agreement between Wuhan University/China and the University of Duisburg-Essen/Germany on the Cooperation Concerning the Confucius Institute Metropolis Ruhr (Konfuzius-Institut Metropole Ruhr e.V.) at the University of Duisburg-Essen, signed by Prof. Dr. Li Qingquan and Prof. Dr. Ute Klammer on 6 November 2009
- *Ergänzende Vereinbarung zwischen der Universität Duisburg-Essen und der Universität Wuhan über den gemeinsamen Aufbau und Betrieb des Konfuzius-Instituts Metropole Ruhr*, 中国武汉大学与德国杜伊斯堡-埃森大学关于创建“鲁尔都市孔子学院”的执行协议, signed by Prof. Dr. Li Jian and Prof. Dr. Ulrich Radtke on 1 June 2010
- *Rahmenvereinbarung zwischen der Universität Duisburg-Essen und der Universität Wuhan über die Amtsübergabe des chinesischen Direktors am Konfuzius-Institut Metropole Ruhr*, 中国武汉大学与德国杜伊斯堡-埃森大学关于鲁尔都市孔子学院中方院长的更换与工作交接的协议, signed by Prof. Dr. Li Xiaohong and Prof. Dr. Ulrich Radtke on 24 March 2015
- *Vereinbarung zwischen der Universität Duisburg-Essen und der Universität Wuhan über die Gründung des Beratungsausschusses des Konfuzius-Instituts Metropole Ruhr*, 中国武汉大学与德国杜伊斯堡-埃森大学关于成立鲁尔都市孔子学院指导委员会的协议, signed by Prof. Dr. Li Xiaohong and Prof. Dr. Ulrich Radtke on 24 March 2015
- Renewal Supplementary Agreement between Confucius Institute Headquarters of China and University of Duisburg-Essen/Germany on the Financing of the Position of Managing Director of the Confucius Institute of Ruhr Metropolis at the University of Duisburg-Essen, signed by Dr. Ma Jianfei and Prof. Dr. Ulrich Radtke on 31 January 2017 (renewal of the Agreement between Confucius Institute Headquarters of China and University of Duisburg-Essen/Germany on the Financing of the Position of Managing Director of the Confucius Institute of Ruhr Metropolis at the University of Duisburg-Essen, signed by Dr. XU Lin and Prof. Dr. Ulrich Radtke on 30 October 2012 and 18 October 2012 respectively)

Article 1

Purpose and object of this Agreement

The object of this Agreement is the regulation of the rights and obligations of the parties involved in the context of cooperation with the Confucius Institute Metropolis Ruhr.

Wuhan University, the University of Duisburg-Essen and the Confucius Institute Metropolis Ruhr association are now the principal Cooperation Partners. Wuhan University and the Confucius Institute Metropolis Ruhr also cooperate with the Chinese International Education Foundation (CIEF) and other institutions.

Article 2

Legal status and structure of the Confucius Institute Metropolis Ruhr

The Confucius Institute Metropolis Ruhr was established on 6 November 2009 as a non-profit organisation with the legal status of registered association (*eingetragener Verein*). The association's activity is subject to the stipulations of German law. After signing this Agreement, the University of Duisburg-Essen will continue to recognise the Confucius Institute Metropolis Ruhr as an affiliated institute (*An-Institut*) in accordance with Section 29 (5) of the North Rhine-Westphalian Higher Education Act (*Hochschulgesetz NRW*; HG NRW), subject to the conditions set out in this Agreement. The Confucius Institute Metropolis Ruhr retains its independence as a legal entity. As an association with legal personality, the Confucius Institute Metropolis Ruhr is solely responsible for its financial management.

The purpose of the association is to promote knowledge of Chinese culture, art, language, politics, business matters and society, to maintain and develop German-Chinese cooperation, to teach Chinese language skills and to promote research and cultural projects related to China as well as understanding among the German and Chinese peoples. In particular, this is achieved by offering information and dialogue events, language courses, and training and further education programmes, as well as through visiting researchers.

The Confucius Institute Metropolis Ruhr's members include representatives from both the German and Chinese sides. The association comprises representatives or members of Wuhan University, the University of Duisburg-Essen and Duisburg municipal authorities. The association's board, composed of five members, appoints the Directorate and may appoint a managing director.

Relevant details are governed by the articles of association of the Confucius Institute Metropolis Ruhr applicable at the time. All representatives undertake to support the association in conducting its activities in accordance with its articles of association and to work together in a spirit of friendly cooperation.

Article 3

Scope of activities of the Confucius Institute Metropolis Ruhr

(1) In accordance with its articles of association, the Confucius Institute Metropolis Ruhr is primarily to conduct the activities below as a registered association with legal personality.

In its activities, the association is pursuing the goal of promoting knowledge of Chinese culture, art, language, politics, business matters and society, maintaining and developing German-Chinese cooperation, teaching Chinese language skills and promoting research and cultural projects related to China as well as understanding among the German and Chinese peoples.

In particular, this is achieved through:

- offering information and dialogue events, training and further education programmes, and seminars and workshops on topics related to China, including history, culture, politics and

business matters

- Chinese language courses
- training Chinese language teachers and providing work materials for teaching
- holding the HSK examination (Chinese language proficiency test) and tests for certifying Chinese language teachers
- visiting scholars and in particular teaching staff
- assisting pupils and students with language course grants
- promoting German-Chinese relations through cultural exchange, regional and cultural studies, and trips to the People's Republic of China for the purpose of language learning with a contribution towards costs incurred
- supporting academia and research, particularly by promoting East Asian studies at the University of Duisburg-Essen.

(2) The association acts exclusively for purposes that directly benefit the public; the association does not act to make a profit and preserves the freedom of research, teaching and the arts in its actions; as a rule, the programme and activities of the Confucius Institute Metropolis Ruhr are open to the public.

(3) The Confucius Institute Metropolis Ruhr conducts the activities set out in its articles of association independently and without being bound by instructions. It is free in designing the syllabuses for its language courses as well as in the use of teaching material and ensures language teaching that enables participants to successfully take standardised language examinations. The Confucius Institute Metropolis Ruhr is responsible for selecting teaching staff for language courses. The Confucius Institute Metropolis Ruhr can ask Wuhan University or the University of Duisburg-Essen to submit suggestions for filling teaching posts. As an affiliated institute of the University of Duisburg-Essen, the Confucius Institute Metropolis Ruhr is to observe the academic, ethical and legal standards that are generally applicable at the University of Duisburg-Essen and in Germany when conducting its activities and is to take the University of Duisburg-Essen's guidelines for safeguarding good research practice as a basis for its activity. To ensure a high level of quality for its programme, the Confucius Institute Metropolis Ruhr is to establish a quality management process that provides for the regular evaluation of its programme.

Article 4

Contributions of the Cooperation Partners

1. Cooperation Partner: Wuhan University

Wuhan University supports the Confucius Institute Metropolis Ruhr in the following ways:

- Wuhan University may apply for suitable programs from the Chinese International Education Foundation (CIEF) and other institutions, and provides funds to the Confucius Institute Metropolis Ruhr upon request.
- Wuhan University appoints the Chinese co-director of the Confucius Institute Metropolis Ruhr.
- Wuhan University is authorised by the CIEF to make the Confucius Institute brand, name and logo available to the Cooperation Partners.
- Wuhan University finances Chinese teaching staff (at least two qualified teaching staff members for the course 'Chinesisch als Fremdsprache' (Chinese as a foreign language) and assistant teaching staff and support staff for 'Chinesisch als Fremdsprache') and provides support for submitting requests for such teaching staff. Chinese teaching staff are selected with the participation of the German co-director or the managing director and appointed by the Chinese side. Wuhan University covers the travel and personnel expenses of the Chinese teaching staff.
- Wuhan University provides funds to cover the annual operating and programme costs of the

Confucius Institute Metropolis Ruhr (see Article 8 Funding of the Confucius Institute Metropolis Ruhr).

- Wuhan University can make suggestions with regard to topics for academic conferences and the choice of speakers.
- In addition, Wuhan University can provide teaching material and multi-media course material.

2. Cooperation Partner: University of Duisburg-Essen

The University of Duisburg-Essen

- grants the Confucius Institute Metropolis Ruhr the right to use the designation 'affiliated institute of the University of Duisburg-Essen' (*An-Institut der Universität Duisburg-Essen*). The status of affiliated institute of the University of Duisburg-Essen is reviewed on a six-year basis. The University of Duisburg-Essen's Rectorate decides whether the granting of this status will be extended.
- can support the invitation of the co-directors or teaching staff appointed by Wuhan University with a letter of recommendation as a Cooperation Partner of the Confucius Institute Metropolis Ruhr. The Confucius Institute Metropolis Ruhr association is responsible for inviting these individuals as the host institution.
- makes suggestions regarding the selection of topics and speakers for seminars and conferences.
- provides premises: two office rooms in the LE building (around 30 square metres) including utility costs and cleaning charges, as well as telecommunications costs.
- provides rooms for language examinations within the scope of its existing capacities and invoices the Confucius Institute Metropolis Ruhr for their use.
- provides 50% of an office management position in the TV-L 9 salary range.
- releases the German co-director from two teaching units per week of their teaching load as a university professor.
- allows members of the Confucius Institute Metropolis Ruhr to use the University Library.

3. Cooperation Partner: Confucius Institute Metropolis Ruhr

The Confucius Institute Metropolis Ruhr can support the University of Duisburg-Essen, in particular the field of East Asian studies and individuals learning Chinese, through its activities as defined in Article 3 (1), for example with language courses, assisting with grants or offering supplementary events related to China.

Article 5

Advisory Board

(1) The Cooperation Partners agree that an Advisory Board will be established in order to support the work of the Confucius Institute Metropolis Ruhr and that this Board will have the following responsibilities.

1. It discusses the development plan for the Confucius Institute Metropolis Ruhr.
2. It is notified of the Confucius Institute Metropolis Ruhr's agenda for each year and is to review it.
3. It is notified of the annual report of activities and is to discuss it.
4. It is notified of the budget plan for each year and is to discuss it.
5. It examines the appointment of the German and Chinese co-directors of the Confucius Institute Metropolis Ruhr.
6. It examines other important matters by way of consultation.

(2) Wuhan University and the University of Duisburg-Essen will each nominate three members who will jointly form the Advisory Board.

1. The members from Wuhan University are:

- one member of the university leadership
- one head or deputy head of the International Office
- one individual with suitable expertise designated by Wuhan University

2. On the German side, the members are:

- one member of the University of Duisburg-Essen's Rectorate or an individual with suitable expertise designated by the Rectorate
- one member of the Confucius Institute Metropolis Ruhr's Directorate
- one representative from the Confucius Institute Metropolis Ruhr association

(3) The Advisory Board convenes once every year in the form of an in-person meeting, a telephone conference or using other means of communication (e.g. video conference). The meeting minutes are to be documented in writing and will be made available to all participants after each meeting.

Article 6

Directorate

(1) The Confucius Institute Metropolis Ruhr is managed by a Directorate. Relevant details are governed by the articles of association applicable at the time.

(2) The Confucius Institute Metropolis Ruhr will be supported in selecting the members of the Directorate by the other Cooperation Partners, who will prepare suitable proposals. In this context, a particular focus will be placed on qualification.

(3) The qualification requirements for the role of co-director include:

- a) academic qualification at professorial level or holding a position as head of department
- b) experience in budget planning and applying for funding, as well as in project realisation
- c) very high proficiency in the relevant non-native language, German or Chinese, and experience with the culture of both the home and partner country, to be proven by long-term stays in the relevant countries
- d) for co-directors on the German side: profound knowledge of China; for co-directors on the Chinese side: experience in language teaching and cultural outreach
- e) communication and teamwork skills

(4) The other Cooperation Partners and the board of the Confucius Institute Metropolis Ruhr association are to receive the proposals six months before the end of the previous term at the latest. A curriculum vitae and further information on the candidate's qualifications – with a particular focus on their education and professional career – is to be enclosed with the relevant proposal.

(5) Preparing proposals in good time also serves to ensure that the handover of duties is as smooth as possible. For this purpose, the Cooperation Partners strive to adhere to the following:

- It is desirable that both the German and the Chinese side be represented on the Directorate.
- The co-director representing the Chinese side usually takes office in September of the relevant year. The German side supports the new co-director in matters relating to their visa.

- To ensure that operations can continue without interruptions, the newly appointed co-director is to arrive in Duisburg four to six weeks before they actually take office so that they can familiarise themselves with the work processes at the Confucius Institute Metropolis Ruhr with the support of their predecessor.

Article 7

Management of ongoing operations at the Confucius Institute Metropolis Ruhr

In accordance with Section 11 (6) of the articles of association of the Confucius Institute Metropolis Ruhr, a managing director can be appointed in order to take charge of the ongoing operations of the Confucius Institute Metropolis Ruhr.

Article 8

Funding of the Confucius Institute Metropolis Ruhr

(1) The funding for the Confucius Institute Metropolis Ruhr will be made available by Wuhan University upon request. The relevant funds include means for covering expenses for everyday needs such as office stationery, telecommunication, IT infrastructure, marketing, transportation, further training, project development, rent for library and archive space in the general office premises and the required personnel costs of the Confucius Institute Metropolis Ruhr. Furthermore, expenses for purchasing necessary devices and equipment and for the organisation of events are also to be included. In order to have the operating costs for each year approved, the Directorate of the Confucius Institute Metropolis Ruhr is to compile an estimate of costs, which is to be submitted to Wuhan University for approval once the board of the Confucius Institute Metropolis Ruhr association has agreed to it. The Chinese co-director is to coordinate the approval process with Wuhan University. Moreover, the Chinese co-director is to compile a report for Wuhan University on the use of the funds after the year has been completed.

(2) The relevant funds will be made exclusively available to the Confucius Institute Metropolis Ruhr. The association has a separate account for managing its finances and is to provide proof that the relevant funds have been used in accordance with the articles of association in the form of the annual statement of accounts and the annual report by the managing director. Any costs incurred need to be approved by the association's board or, up to the amount stipulated in their authorisation, by the managing director that this board has appointed. Any expenses that exceed the amount stated in the relevant authorisation need to be submitted to the association's board for approval beforehand.

(3) Any income that the Confucius Institute Metropolis Ruhr generates through fees for language courses, language skills examinations and cultural workshops are to be used exclusively for further developing the Confucius Institute Metropolis Ruhr.

Article 9

Intellectual property, results of work and rights of use, logo use

(1) Existing intellectual property refers to all knowledge, documents, data and innovations that were produced or registered by each Cooperation Partner before this Cooperation Agreement was signed, as well as to property rights granted before this Cooperation Agreement was signed and to existing know-how.

(2) All Cooperation Partners mutually recognise the sole ownership and right of disposal of all existing intellectual property used or provided by a Cooperation Partner in the context of this cooperation.

(3) Each Cooperation Partner grants the other Cooperation Partners a free, non-exclusive, non-transferable right of use of their existing intellectual property for the duration and purposes of this

cooperation, provided that this is necessary for conducting planned teaching or academic events as part of this cooperation and that this does not conflict with any third-party rights. The Cooperation Partners will inform each other about conflicting third-party rights as soon as they become aware of any.

(4) Results of work refers to all results, including reports, analyses and documents compiled, that were produced by the Cooperation Partners while implementing the cooperation (e.g. course materials, teaching material and syllabuses, media, event concepts).

(5) Results of work that only staff members of one Cooperation Partner have contributed to belong to this Cooperation Partner. Results of work that have been produced as part of the cooperation belong exclusively to the Cooperation Partner whose staff members have produced these results.

(6) Results of work that staff members from multiple Cooperation Partners have contributed to belong jointly to these Cooperation Partners. In each individual case, the Cooperation Partners will conclude a separate agreement in a friendly spirit on the appropriate conditions for particularities regarding use.

(7) Wuhan University has the exclusive rights to the logos of Wuhan University. Wuhan University's logos may not be used without Wuhan University's express consent.

(8) The University of Duisburg-Essen has the exclusive rights to the logos of the University of Duisburg-Essen. The University of Duisburg-Essen's logos may not be used without the University of Duisburg-Essen's express consent. As long as the Confucius Institute Metropolis Ruhr is recognised by the University of Duisburg-Essen as an affiliated institute of the University of Duisburg-Essen, it is entitled to refer to itself as an 'affiliated institute of the University of Duisburg-Essen' (*An-Institut der Universität Duisburg-Essen*).

(9) After the dissolution of this Agreement, neither the association nor the University of Duisburg-Essen may continue to use the name 'Confucius Institute' or the accompanying logo. Equally, after the dissolution or expiration of this Agreement, the Confucius Institute Metropolis Ruhr may no longer designate itself an 'affiliated institute of the University of Duisburg-Essen'.

Article 10

Liability

The Cooperation Partners, their legal representatives and vicarious agents are liable to each other in the case of a breach of substantive contractual obligations, meaning those that enable the proper performance of the relevant agreement in the first place and that the other Cooperation Partner may normally rely on being fulfilled, and in the case of intent and any negligence, but in the case of ordinary negligence this is limited to the foreseeable damage typical for the contract. Beyond that, the Cooperation Partners, their legal representatives and vicarious agents are only liable to each other for damage caused by intent or gross negligence. This also applies to consequential damage. The liability limitations or exclusions above do not apply in cases of injury to life, limb or health or for claims under the German Product Liability Act (*Produkthaftungsgesetz*).

Article 11

Term of the Agreement, possibilities of termination and miscellaneous

(1) This Agreement comes into effect on the date of the last signature.

(2) This Agreement has a term of 5 years. An extension of this Agreement requires unanimous written declarations from the authorised signatories who represent each Cooperation Partner.

(3) Independent of item 2, this Agreement can be ended by each Cooperation Partner before the expiry of the term by termination at the end of the calendar month. The applicable notice period for termination is 6 months.

(4) Each Cooperation Partner has the ability to terminate the Agreement without any notice period provided that the Agreement can no longer be implemented due to force majeure (including a state of exception in one of the countries, war, the issuance of a ban by one of the countries) or legal requirements.

(5) The Agreement can be terminated by the University of Duisburg-Essen and Wuhan University without any notice period and with immediate effect for good cause, in particular if the conduct of one Cooperation Partner in the context of the cooperation does not conform with the principles of the German legal system and if the Cooperation Partners cannot reach an agreement despite discussions, or if the Confucius Institute Metropolis Ruhr has its status as an affiliated institute of the University of Duisburg-Essen withdrawn.

(6) Termination must be announced in writing.

(7) Ancillary agreements, amendments and additions to this Agreement are only valid when made in writing and must be signed by the authorised signatories who represent each Cooperation Partner. Any agreements to abandon the requirement for the written form must also be announced in writing.

(8) Should one or more provisions of this Agreement become invalid on factual or legal grounds, this will not affect the validity of the other provisions of this Agreement. Rather, the Cooperation Partners involved undertake to replace the invalid provision with a provision that comes as close as possible to replicating the desired meaning and outcome. The same applies in the case of an unintentional gap or omission in this Agreement.

Article 12

Non-disclosure

(1) The Cooperation Partners undertake to not disclose to third parties – during the term of this Agreement and for up to seven years after its expiry – any information that has been expressly marked as confidential and is related to public authorities, operations and business or that becomes known to the respective Cooperation Partner in the context of this cooperation. This refers to information that has been marked as confidential in writing and that is communicated to a Cooperation Partner by another Cooperation Partner in the context of this Agreement, as well as oral or visual information that is declared confidential and summarised in writing and sent to the receiving Cooperation Partner marked as confidential within a 30-day period following the original communication.

(2) The obligation set out in paragraph 1 does not apply to information that can be proven to

- generally be or have become known through publications or the like, or
- have fallen into the public domain through no fault of the Cooperation Partner that received it, or
- have been provided to a Cooperation Partner by a third party with no obligation of non-disclosure, or
- have already been known to the Cooperation Partner that received it before another Cooperation Partner communicated it, or
- be the result of work of staff members of the Cooperation Partner that received it, without the relevant staff having access to this information, or
- be required to be disclosed to a court or an authority upon a court or administrative order or pursuant to a law, in which case the Cooperation Partner that received the information is to inform the Cooperation Partner that communicated it accordingly without delay. The disclosure must be limited to the minimum required.

Article 13

Settlement in the case of disputes, applicable law

(1) If differences of opinion or even disputes should arise during the cooperation of the Cooperation Partners in accordance with this Agreement, the Cooperation Partners initially undertake to settle these amicably. Only once a Cooperation Partner has declared in writing that an amicable settlement is impossible can ordinary legal remedies be pursued. The place of jurisdiction is Duisburg, where the Confucius Institute Metropolis Ruhr is registered.

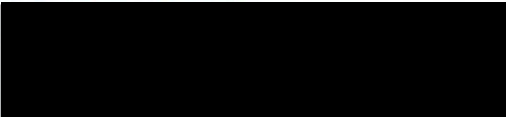
(2) The law of the Federal Republic of Germany applies to this Agreement.

Article 14

Language of the Agreement

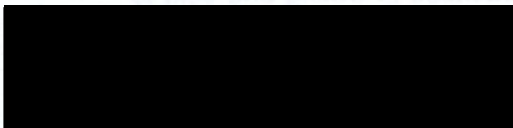
This Agreement has been drawn up in English.

Wuhan University



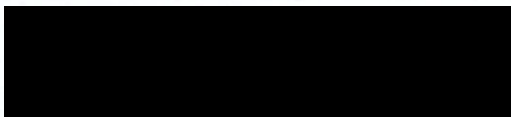
Prof. Dr. ZHANG Pingwen Wuhan, 2023

University of Duisburg-Essen



Prof. Dr. Barbara Albert Essen, 2023

Confucius Institute Metropolis Ruhr



Prof. Dr. Axel Lorke Duisburg, 2023