



AGREEMENT BETWEEN FUDAN UNIVERSITY, PEOPLE'S REPUBLIC OF CHINA

AND

THE UNIVERSITY OF SYDNEY, AUSTRALIA

(CRICOS 00026A)

IN RESPECT OF

THE CONFUCIUS INSTITUTE AT THE UNIVERSITY OF SYDNEY

In order to strengthen the partnership between Fudan University and The University of Sydney

and

To strengthen educational cooperation between China and Australia, and to support and promote the study of Chinese language and culture in Australia

and

Recalling that the Confucius Institute Headquarters of China (the "**Headquarters**") and The University of Sydney ("**Sydney**") signed an agreement to establish the Confucius Institute at Sydney (the "**Institute**") on 19 October 2007 ("**Headquarters Agreement**")

and that

Fudan University ("**Fudan**") and Sydney (together, "**the Universities**") signed a supplementary agreement to cooperate in the establishment of the Institute and the management of its activities on

20 December 2007 and amended and signed that Agreement on 18 September 2018 ("**Fudan Agreement**")

and that

Both Universities by Agreement dated 3 March 2021 (**2021 Fudan Agreement**) continued this cooperation, identifying the rights and responsibilities of Fudan and Sydney in the ongoing management of the Institute during the term of that Agreement, and to build on and expand the partnership in respect of the Institute

and that

Both Universities agree to continue this co-operation with this modified renewal agreement to replace the 2021 Fudan Agreement, identifying the rights and responsibilities of Fudan and Sydney in the management of the Institute during the term of this Agreement, and to build on and expand the partnership in respect of the Institute.

They wish to restate as follows:

Article 1 Nature and Scope of Activities

1. The Institute, with a focus on Chinese language training, may carry out the following activities, having regard to the laws of Australia and Sydney's policies, each to the extent they apply to the Institute and as updated from time to time:
 - (a) Assist the teaching of the Chinese language in courses offered to the community but not in courses forming part of Sydney's degree programs;
 - (b) Conduct language activities, including the organisation of community student visits to China;
 - (c) Develop Chinese language education resources for use in language classes offered to the community but not in courses forming part of Sydney's degree programs;
 - (d) Other activities as agreed by the Universities, in writing, from time to time.

The Parties acknowledge that this Agreement does not affect the autonomy of Sydney or Fudan, nor their respective intellectual and academic freedom, including in respect of the Institute's operations and activities.

The Parties confirm that the activities to be conducted at Sydney under this Agreement (either as described in this Article or as may be agreed hereafter in writing under the terms of this Article) do not include activities that are registrable under the Foreign Influence Transparency Scheme Act 2018 (Cth).

Article 2 Organisation, Operation and Management

1. Joint Board

Sydney and Fudan shall establish a Joint Board, representing both universities, to have an advisory and consultative role in relation to the activities of the Institute. The following provisions shall apply to the operation and functions of the Board:

- (a) The Joint Board will comprise three members of Sydney, and three members of Fudan. Normally, the representatives of Sydney will include the Deputy Vice-Chancellor (Research), Pro Vice-Chancellor (Global and Research Engagement) and Head of School of Language and Cultures, while the representatives of Fudan will include the Vice President (International), the Director of the Global Partnerships Office and Deputy

Director of Confucius Institute Affairs Office. The Joint Board will also include one independent member, who will be an Australian citizen with command of the Mandarin language. The Sydney DVCR will chair the Joint Board. The Fudan VPI will be deputy chair.

- (b) A meeting of the Board shall be held at least twice a year, primarily to review the work of the preceding year and to discuss with a view to reaching agreement through consensus on the work plan for the following year. Between such meetings, the members of the Joint Board resident in Australia shall meet regularly to receive reports from the Institute Manager about its activities, consider and advise the operations and development of the Institute. In the event that the chair of the Joint Board determines that a matter has arisen which is of significance to the continued operation of the Institute ("critical issue"), the chair shall convene a meeting of the Joint Board to consider and resolve the critical issue.

2. Institute Management Committee and the operation of the Institute

- a) Sydney will take principal responsibility for the organisation, routine operation and management of the Institute.
- b) The Institute will be managed by the Institute Manager who shall be appointed by Sydney. The Institute Manager will report to the Pro-Vice-Chancellor (Global & Research Engagement) and shall manage the Institute in accordance with the regulations, policies and directions of Sydney.
- c) The Institute Management Committee will be chaired by the Pro-Vice-Chancellor (Global & Research Engagement) and include the Institute Manager, the Fudan Teaching Scholar, the Director of Partnerships in the Office of Global Engagement, the Chair of Department of Chinese Studies and a representative of Office of General Counsel. The Committee will meet once every two months. The Institute Management Committee will determine the content of the curriculum and the manner of instruction for all programmes administered by the Institute subject to Australia's relevant laws and regulation and Sydney's policies and its decisions on those matters will be final.
- d) Chinese citizens working for the Institute in Australia shall be subject to the laws of Australia and Sydney's applicable policies.

Article 3 Rights and Obligations

1. Fudan shall:

- (a) Work with Sydney to obtain support for the activities of the Confucius Institute as outlined in Article 1 of this Agreement;
- (b) Be responsible for getting permission from the 'Confucius Institute' brand-owner for the Institute to continue to use the 'Confucius Institute' brand;
- (c) Receive and support visiting delegations from the Institute, including students and other groups; assist applicants for Confucius Institute Scholarships and the China Studies Program, and provide support for any other programs agreed between the universities from time to time.

2. Sydney shall:

- (a) Work with Fudan with the goal of encouraging more students to progress to advanced Mandarin Chinese language classes;
- (b) Provide fixed office space and appropriate sites for teaching and will be responsible for their management and maintenance; and
- (c) Provide necessary management and administrative personnel (full-time or part-time) for the running of the Institute and be responsible for payment of its local employees' salaries,

ARTICLE 4 INTELLECTUAL PROPERTY

1. The Confucius Institute shall abide by relevant laws and regulations in the use of intellectual property owned by other parties. Any intellectual property developed or created through the activities of the Institute ("**Institute IP**") will be owned by the university who created or developed that IP, unless otherwise agreed by the universities in writing.
2. If a dispute arises between Fudan and Sydney with respect to institute IP, Article 9 of this Agreement will apply to that dispute.

ARTICLE 5 REVISION OF THE AGREEMENT

During the term of this Agreement, revisions to this Agreement or a supplementary agreement can be entered into with the consent of both universities. All revisions shall be made both in English and Chinese in writing and shall take effect after being signed by authorised representatives of each University.

ARTICLE 6 TERM OF THE AGREEMENT

The Agreement shall enter into force upon signature by both Parties. If the dates of signature are different, the later date shall prevail.

This Agreement starts on the date it is signed by the last Party to do so and will continue until 31st December 2025 ("**Further Term**"), unless terminated earlier as set out in Article 11. If either Party does not wish to extend the Agreement beyond the Further Term, it must notify the other Parties in writing during the sixty (60) days before the end of the Further Term, otherwise the Agreement will automatically be extended for another five (5) years.

ARTICLE 7 FORCE MAJEURE

In the event of a national emergency, war, strike or natural disaster or any other cause beyond the control of the universities that renders the performance of this Agreement temporarily or permanently impossible ("**Force Majeure Event**"), the affected party will be released from its responsibilities under this Agreement during that Force Majeure Event. In such a circumstance, the affected party must inform the other party in writing that it is unable to meet its responsibilities, and duly take reasonable measures to mitigate the loss of the other party.

ARTICLE 8 COMPLIANCE WITH LAWS

The Parties (including their respective employees, contractors and volunteers), will comply with all relevant local laws (including taxation and privacy laws) and with all relevant local University statutes, regulations and policies of Sydney and Fudan applicable to their activities under this Agreement.

ARTICLE 9 EXPIRY AND TERMINATION

1. This Agreement may expire or be terminated in any one of the following cases:
 - (a) Where either party does not wish to extend the term of this Agreement in accordance with Article 6, the Agreement will end at the end of the Initial Term;
 - (b) Either party may terminate this Agreement without cause by giving the other party notice in writing at least two (2) months before the intended date of termination;
 - (c) If a party is unable to meet its obligation due to a Force Majeure Event for a period of three (3) months or more, either party may terminate this Agreement by giving the other party notice in writing;
 - (d) Where the actions of a party severely harm the image and reputation of the Institute and the dispute is unable to be resolved as set out in Article 9, the other party may terminate the Agreement by giving the first party notice in writing;
 - (e) 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 twenty-eight (28) days of being notified in writing by the other party to do so.
2. On termination or expiration of this Agreement for any reason the University of Sydney will make reasonable efforts to facilitate the transfer or transition of any ongoing commitments related to the Confucius Institute (e.g. teaching commitments for enrolled students).
3. The termination of this Agreement shall not affect other separate agreements, contracts or programs between the Universities.
4. The termination or expiry of this Agreement for any reason does not affect the accrued rights or remedies of either party.

ARTICLE 10 DISPUTE SETTLEMENT

1. If any dispute or difference arises between the Universities in relation to this Agreement, the Universities agree to:
 - (a) give the other party notice in writing of the dispute or difference; and
 - (b) negotiate in good faith using their best endeavours to resolve the dispute or difference.
2. If the universities are unable to resolve a dispute or difference in accordance with Article 10.1 within thirty (30) days, they agree to refer the dispute to, in the case of Sydney, the Deputy Vice-Chancellor (Research) or such other person nominated by the Vice-Chancellor, and in the case of Fudan, the person nominated by Fudan.
3. If the universities are unable to resolve a dispute or difference in accordance with Article 10.2 within thirty (30) days, then the matter may be submitted to an arbitration institution mutually agreed by the universities. The costs of submission to the arbitration institution agreed pursuant to this clause will be met by the Universities.

4. Each Party must continue to perform its obligations under this Agreement irrespective of the existence of a dispute or difference.

ARTICLE 11 MISCELLANEOUS

This Agreement is undertaken in lieu of and replaces all previous agreements either between the universities or otherwise in connection with the establishment and operation of a Confucius Institute at Sydney

Other matters not set forth by this Agreement shall be addressed through friendly and equal consultations between the Universities.

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

This Agreement is made in two copies and each copy is written in both Chinese and English. Both texts shall have the same effectiveness.

The University of Sydney

The University of Fudan

Vice-Chancellor & Principal

Prof Mark Scott

Date:

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President

Prof Jin Li

Date 1