

**THE UNIVERSITY
OF QUEENSLAND**
AUSTRALIA

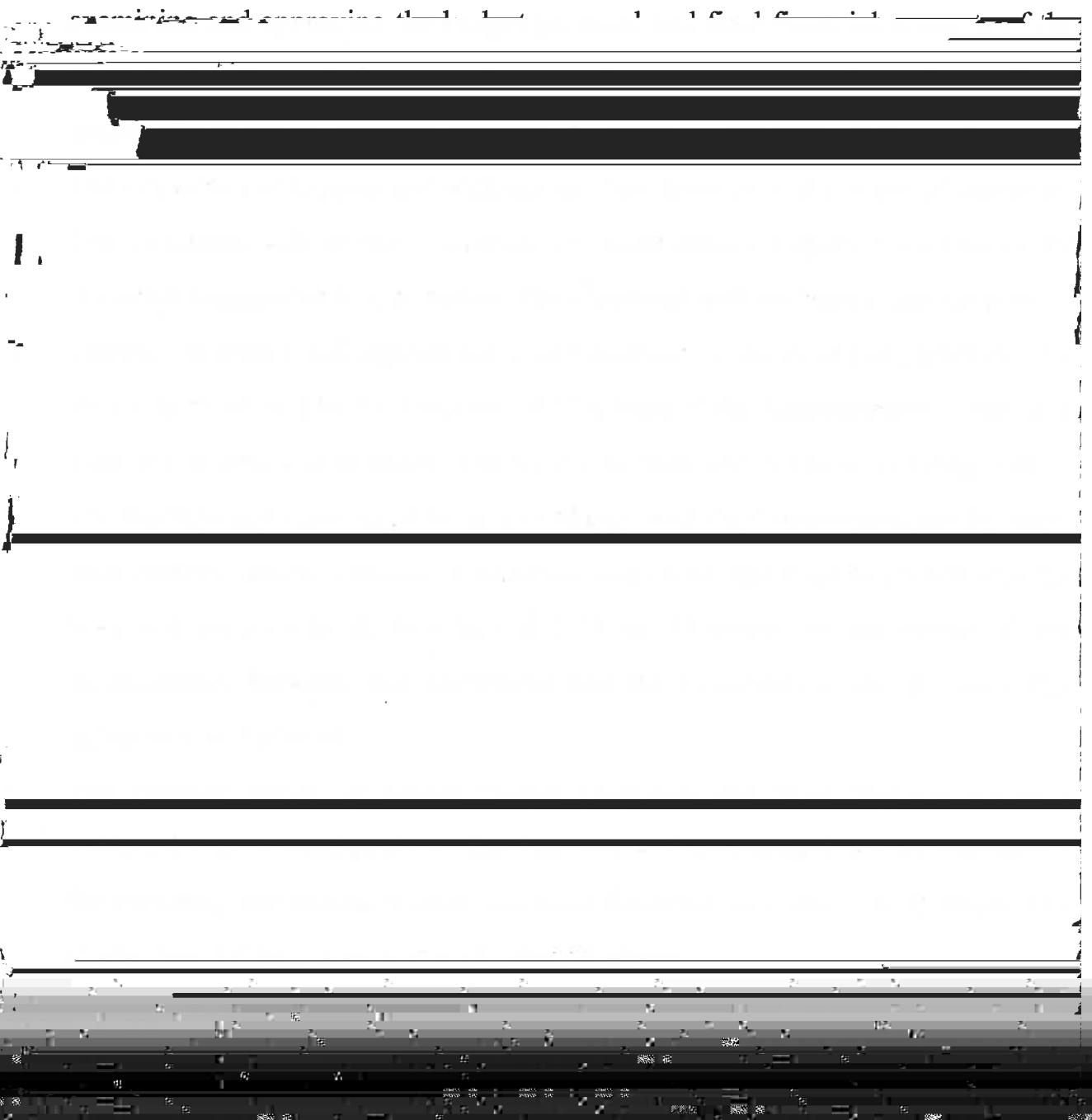


**AGREEMENT BETWEEN
CONFUCIUS INSTITUTE HEADQUARTERS OF CHINA
AND
THE UNIVERSITY OF QUEENSLAND, AUSTRALIA
ON THE CO-DEVELOPMENT OF**

CONFUCIUS INSTITUTE AT THE UNIVERSITY OF QUEENSLAND

[REDACTED]

2. The responsibilities of the Board of Directors 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 management; fund raising; appointing and dismissing Directors of the Institute;



Article 6 Obligations

The obligations of the Headquarters:

1. To authorize the use of the title "Confucius Institute", logos and institute emblems.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

7. To provide an agreed amount of annual funding (cash or in-kind, as determined by the University of Queensland), which should not be less than the amount provided

8. To arrange assessment of projects organized by the University of Queensland.

Article 7 Intellectual Property

The Headquarters exclusively owns the title of "The Confucius Institute", its related logo, and emblem as its exclusive intellectual property ("Headquarters Marks"). The

Article 9 Term

The Agreement shall be in effect on the date when the two parties sign below. Subject to Article 11.1, the Agreement shall have a period of 5-year validity (“**Initial Term**”) unless terminated earlier in accordance with this agreement. Either party, if it wishes to

[REDACTED]

of the other party.

5. If a party is unable to meet its obligations due to a force majeure event (referred to in Article 10) for a period of three months or more, then either party may terminate this Agreement by giving the other party notice in writing.
6. 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 28 days of being notified in writing by the other party to do so.

The termination of the Agreement will not affect any other agreement, contract and program between the two parties.

Upon termination of the Agreement, the Institute shall:

1. use any remaining funds in the Institute Bank Account to wind up the operation of the Institute and meet any outstanding expenses or liabilities incurred in relation to the operation of the Institute; and

Article 13 Agreement Language

This Agreement is written in Chinese and in English. Each party shall keep one copy in Chinese, and one copy in English of the signed Agreement. The Agreement, in both languages, are intended to have the same effectiveness, however, in the event of inconsistency between the Chinese translation and English translation, the two parties shall negotiate reasonably to arrive at a solution.

Article 14 Other Terms

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

[REDACTED]

The parties acknowledge and agree that the University of Queensland is permitted to disclose this agreement to the public and to make statements to its staff and students and the broader community of the University of Queensland about this agreement, the

activities of the Institute and activities to be undertaken in connection with this
[REDACTED]

2 The University of Queensland is committed to maintaining its autonomy over: all course content, the manner of instruction f r