



Konfuzius-Institut Düsseldorf
an der Heinrich-Heine-Universität
杜塞尔多夫孔子学院



**OPERATING AGREEMENT BETWEEN
HEINRICH HEINE UNIVERSITÄT DÜSSELDORF
AND
THE CONFUCIUS INSTITUTE AT THE UNIVERSITY OF
DUESSELDORF e.V.**

Party A: Heinrich Heine University Düsseldorf
Address: Universitätsstrasse 1, 40225 Düsseldorf, Germany
Legal Representative: Prof. Dr. Anja Steinbeck

Party B: The Confucius Institute at the Heinrich Heine University
Duesseldorf e.V.
Address: Graf-Adolf-Str. 63, 40210 Düsseldorf, Germany
Legal Representative: Prof. Dr. Dr. Alfons Labisch

As Addendum to the <Agreement between Confucius Institute Headquarters (Hanban) and the Heinrich-Heine-University Duesseldorf, the City of Duesseldorf on the Continuation of Confucius Institute at the University of Duesseldorf> (hereinafter referred to as the AoC-“the Agreement on the Continuation”), the Heinrich Heine University Düsseldorf (hereinafter referred to as the “HHU”) and the Confucius Institute at the Heinrich Heine University Duesseldorf e.V. (hereinafter referred to as the “CID”) agree with the Articles concerning internal affairs of the CID as stated below:

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§ 1. Scope of Activities

The Institute may conduct the following activities according to the *Constitution and By-laws of Confucius Institutes* and local situation:

1. Teaching Chinese language and providing Chinese language teaching resources;
2. Training Chinese language instructors;
3. Holding the HSK, YCT and BCT examinations (Chinese Proficiency Tests) and tests for the Certification of Chinese Language Teachers;
4. Providing information and consultative services concerning China's education, culture etc..., especially for the province of North Rhine Westfalia;
5. Contribute to Party B's research development and actively promote the public image of Party C.
6. Conducting language and cultural exchange activities and support student exchange;
7. Organize academic and cultural activities on Chinese Language, History, Culture, Economy, Society, Philosophy and other related fields;
8. Other activities with authorization and by appointment of Party A.

§ 2. Organization, Operation and Management

1. The Board of Directors of the Confucius Institute at the University of Duesseldorf is composed of 6 members, 3 Chinese representatives and 3 German representatives. Each Member has the same vote, a decision is valid if 4 Members decide in its favor. The candidate for the President of the Board is recommended by the German side, and is elected by a minimum of 4 supporting votes.



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2. The Board of Directors is formed with members nominated by both Confucius Institute Headquarters and HHU, and its duties include: formulating and amending the Constitution of the Institute; formulating development plans for the Institute; decision-making on major issues including teaching, research and management; fund raising; appointing and dismissing the Chinese and German directors of the Institute; examining and approving the budget proposal and final financial accounts of the Institute; reporting to the three parties on the management status and major issues of the Institute.
3. The German Director of the CID is appointed by the Board and the Chinese Director of the CID is appointed by Confucius Institute Headquarters. Both Directors are in charge of running the Institute. The German Director is in charge of management, marketing, student recruitment, and administrative support, and the Chinese Director is in charge of Chinese language teaching, the planning and management of related activities. The duties and responsibilities of German Director and Chinese Director should be approved by Confucius Institute Headquarters. If necessary, the Directors can appoint further personnel for administration and teaching purposes.
4. The Institute must accept the assessment of Confucius Institute Headquarters regarding its teaching quality.
5. The Institute activities must be in accordance with the *Constitution and By-laws of Confucius Institutes*, and also respect the cultural custom of China and Germany, and shall not contravene the laws and regulations of either Germany or China.
6. The Institute independently draws up annual budget proposals and final financial accounts.



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7. Party B agrees to self-finance Rent and other costs that exceed the amount of annual contribution by the City of Düsseldorf.

§ 3. This Operating Agreement, as the Addendum to the <Agreement between Confucius Institute Headquarters (Hanban) and the Heinrich-Heine-University Duesseldorf, the City of Duesseldorf on the Continuation of Confucius Institute at the University of Duesseldorf>, shall have the same effectiveness as the Agreement on Continuation. The two Parties shall refer to the AoC as for the matters not covered in this Operating Agreement.

Heinrich-Heine-University

Confucius Institute at the Heinrich-Heine-Universität e.V.

Düsseldorf, Deutschland

Düsseldorf, Deutschland

Rektorin

President of the Board

Date: 7. 4. 2015

Date: 7. 4. 2015

Place: Düsseldorf

Place: Düsseldorf