



Palacký University
Olomouc

RENEWAL OF COOPERATION AGREEMENT BETWEEN

CONFUCIUS INSTITUTE HEADQUARTERS OF CHINA

with seat at: No.129 Deshengmenwai Street, Xicheng District, Beijing,
10088,

represented by [REDACTED] Headquarters(HANBAN), Deputy
Chief Executive

AND

PALACKÝ UNIVERSITYOLOMOUC OF CZECH REPUBLIC

with seat at: Křížkovského 511/8, 779 00 Olomouc,
represented by its Rector prof. Mgr. Jaroslav Miller, M.A., Ph.D.

ONCO-DEVELOPMENT OFCONFUCIUS INSTITUTE AT PALACKÝUNIVERSITYOLOMOUC

In order to strengthen educational cooperation between China and Czech Republic, support and promote the development of Chinese language education, and increase mutual understanding among people in China and in the Czech Republic, according to the *Constitution and By-laws of Confucius Institutes*, the Confucius Institute Headquarters of China (“the

Headquarters”) and Palacký University Olomouc of the Czech Republic(“Palacký University Olomouc”) signed Cooperation Agreement within the meaning of section 51 of the Act No. 40/1964 Coll., Civil Code, as amended, on the Confucius Academy (currently entitled Confucius Institute) at Palacký University Olomouc on the 26th of September 2007(the Cooperation Agreement). Upon the end of ten-year term, after collegial consultation, both parties agree to renew the Cooperation Agreement on Co-Development of Confucius Institute at Palacký University Olomouc (“the Institute”) as follows:

Article 1 Purpose

The purpose of this Agreement is to identify the rights and responsibilities of the Headquarters and Palacký University Olomouc in the development and management of the Institute.

Article 2 Character

1. The Institute is part of Palacký University Olomouc, the higher education institution which is non-profit oriented.
2. The Institute was founded by the Cooperation Agreement. The parties hereto agreed that the Confucius Academy shall bear the name “Confucius Institute.”

Article 3 Executive Institution

Palacký University Olomouc is willing to continue cooperation with the Beijing Foreign Studies University within the framework of the Implementation Agreement on cooperation in connection with operation of Confucius Academy at Palacký University Olomouc entered into by and

between the Palacký University Olomouc and the Beijing Foreign Studies University on the 4th of June 2013. The Beijing Foreign Studies University will continue constructing the Confucius Institute with the Palacký University Olomouc.

During the operation of the Confucius Institute, if Beijing Foreign Studies University is confirmed by the Headquarters to have failed to perform its responsibilities, the Headquarters can disqualify Beijing Foreign Studies University and appoint another Chinese institution to be as the Chinese executive institution and to sign a new implementation agreement with Palacký University Olomouc. This Agreement will not need to be signed anew.

Article 4 Scope of Activities

The Institute can carry out the following activities according to the Constitution and By-laws of Confucius Institutes, as well as local circumstances:

1. Teaching Chinese language, providing Chinese language teaching resources and carrying out research on Chinese language teaching;
2. Training Chinese language instructors and developing Chinese language teaching materials;
3. Organizing the HSK/HSKK/YCT examinations (Chinese Proficiency Test) and tests for the Certification of the Chinese Language Teachers;
4. Providing information and consultative services concerning China's education, culture, and so forth;
5. Conducting language and cultural exchange activities;
6. Other activities with authorization and by appointment of the Headquarters and Palacký University Olomouc.

Article 5 Organization, Operation and Management

1. The Institute at Palacký University Olomouc adopted a Director Responsibility System under the leadership of the Administrative Board of Confucius Institute at Palacký University Olomouc (“the Board”)
2. The Board consists of members nominated from two parties, while each of the collaborating parties shall appoint equal number of members. Its duties include: formulating of draft amendments to the Statute of the Institute; formulating development plans for the Institute; decision-making on the significant issues including teaching, research and operation; fund raising; acknowledging of appointments and dismissals of the Chinese Director of the Institute, made by the Confucius Institute Headquarters pursuant to the Chinese law, and of the Czech Director of the Institute, made by the Palacký University Olomouc pursuant to the Czech law; examining and approving the budget proposal and final financial accounts of the Institute; reporting to the two parties on the operation status and significant issues. The Board meeting should be held at least once a year.
3. Each of the collaborating parties appoints one Director of the Institute respectively. The Chinese Director carries out the respective manager work at the Institute by virtue of his/her legal relationship to the Confucius Institute Headquarters and the Czech Director carries out the respective manager work at the Institute by virtue of his/her legal relationship to Palacký University Olomouc.
4. The Headquarters acknowledges that Palacký University Olomouc ultimately has the right to determine the content of the curriculum and the manner of instruction for all programs of the Institute administered by Palacký University Olomouc. Palacký University Olomouc acknowledges

that the Headquarters ultimately has the right to determine the programs to which it provides funding.

5. Chinese citizens involved in activities of the Institute shall be subject to the laws of the Czech Republic and internal regulations and policies of Palacký University Olomouc. Czech citizens involved in activities of the Institute in China shall be subject to the laws and policies of China.

6. The Institute draws up annual budget proposals and final financial accounts independently. Palacký University Olomouc will be in charge of its daily operation and management. It should assume the sole responsibility to maintain a balance between income and expenditure by charging language course fees and other programs in line with the internal regulations of Palacký University Olomouc.

Article 6 Obligations

The obligations of the Headquarters:

1. Headquarters hereby authorizes Palacký University Olomouc to use of the title “Confucius Institute”, logos and Institute emblems.
2. To provide teaching materials, course-wares and other books according to the justified need of the Institute, to authorize the use of its online courses.
3. To provide a set amount of annual fund according to justified needs of the Institute based on the formal written request of Palacký University Olomouc and the proposed budget of the Institute for the upcoming calendar year.
4. To send at least two Chinese instructors or volunteer teachers based on the requirements of teaching at the Institute, and pay for their air fares and salaries.

5. To provide support of Headquarters' programs, include the Confucius Institute Scholarship, Summer or Winter Camp in China, and Confucius China Studies Program, etc..

The obligations of Palacký University Olomouc

1. To provide a fixed office place and appropriate sites for teaching and other activities of the Confucius Institute; To provide office and teaching facilities, and be responsible for their installment, management and maintenance.
2. To provide necessary administrative personnel and teaching staff (full time or part-time) and provide the related payment.
3. To assist the Chinese party on the visa application and residence procedures, and provide necessary working facilities and life conveniences.
4. To open a special bank account for the Confucius Institute or set up a separate account for independent accounting in the Palacký University Olomouc's financial system. To submit financial audit report of Confucius Institute to Headquarters every year.
5. To provide a set amount of annual fund, which should not be less than the amount provided by the Headquarters.
6. To accept the project assessment by the Headquarters.

Article 7 Intellectual Property

The Headquarters exclusively owns the title of "The Confucius Institute", its related logo, and emblem as its exclusive intellectual property. Palacký University Olomouc cannot continue applying or transfer the title, logo, and emblem in any form, either directly or indirectly, after this Agreement

has been terminated.

The provider owns the intellectual property of the concrete program implemented by the Institute. And the two parties shall agree the ownership shares in the IP items developed in collaborative programs in written agreement with the signatures on one deed. In the events of dispute, the two parties should consult with each other friendly or submit to the jurisdictional organ according to the related laws and regulations.

Article 8 Revision

With the consent of both parties, this Agreement may be revised during its implementation and all revisions will be made in the form of written amendments signed by authorized representatives of the parties hereto, both in English and Chinese, and will take effect on the day of publication of pertinent amendment to the Agreement in the Czech Register of Contracts¹.

Article 9 Term

The Agreement was signed by authorized representatives of the parties hereto and shall be in effect on the date of its publication in the Czech Register of Contracts. The Agreement shall have a period of 5-year validity. If either party wishes to terminate the Agreement, it must notify the other party in writing 90 days before the end of the Agreement, otherwise it will automatically be extended for another 5 years.

¹Under the Act No. 340/2015 Coll. On Special Conditions of Effect of certain Contracts, Publication of these Contracts and on the Register of Contract (Act on the Register of Contracts) whereas this publication is ensured by Palacký University Olomouc by sending this contract to the Czech Ministry of the Interior which is responsible for the publication hereof in the Register of Contracts.

Article 10 Force Majeure

Parties will be released from their obligations under this Agreement in the event of a national emergency, war, prohibitive government regulation or any other cause beyond the control of the parties that renders the performance of this Agreement impossible. In the event of such a circumstance, the party under the situation shall inform the other party in writing that the program may be delayed or terminated, and duly take effective measures to mitigate the loss of the other party.

Article 11 Termination

This Agreement can be terminated in one of the following cases:

1. This Agreement can be terminated according to Article 9, if the two parties have no intention to continue their cooperation on the expiration of the Term.
2. This Agreement can be terminated according to Article 10, if the two parties reach consensus on the impossibility of performance due to force majeure.
3. The Headquarters has the right to terminate this Agreement in writing, if according to assessment, the Institute has not reached the standard and made no remediation or failed to reach the Headquarters' requirement after remediation.

Apart from the above cases, neither party can request for terminating this Agreement ahead of time; or the default party must compensate for all the damages incurred to the other party, which include but are not limited to all the investments made under this Agreement, the legal expense and the indemnity for defamation.

When this Agreement terminates, the two parties should both adopt rehabilitation measures, with aim to avoid negative impact on either party.

The measures include, but are not limited to:

1. Upon termination, the funds of the collaborative program, provided to Palacký University Olomouc for the purpose of operation of the Institute by the Headquarters, will be automatically frozen and returned to the Headquarters after the confirmation of both parties on the amount in writing.
2. The termination of this Agreement shall not affect other separate agreements, contracts or programs between the two parties.
3. Upon termination, Palacký University Olomouc should make proper arrangements of the enrolled students and other matters.
4. After termination, the implementation agreement will be terminated automatically.

Article 12 Dispute Settlement

In the events of any dispute that has arisen out of this Agreement or in connection herewith, the two parties agree to attempt to engage in a good faith to find a solution. In the event such an attempt appears unsuccessful, Confucius Institute Headquarters shall have the right to submit the dispute merely to the Czech court locally competent according to the seat of Palacký University Olomouc whereas the law of the defend at shall be applicable and Palacký University Olomouc shall have the right to submit the dispute merely to the Chinese court locally competent according to the seat of Confucius Institute Headquarters whereas the law of the defend at shall be applicable.

Article 13 Other Terms

The parties to this Agreement will treat this Agreement as confidential and will not, without prior written consent, publish, release or disclose, or permit any other party to publish, release, or disclose, any materials or information which come to the knowledge of either party as a result of this Agreement except insofar as such publication, release or disclosure is necessary to enable each party to fulfill their obligations under this Agreement or applicable law.

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

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

This Agreement is written in Chinese and English. Each party shall keep two copies in Chinese and two copies in English of the signed Agreement. The Agreement, in both languages, shall have the same effectiveness.

Confucius Institute
Headquarters(HANBAN)
Deputy Chief Executive

Palacký University Olomouc
Rector

Date: 2018.5.9

Prof. Mgr. Jaroslav Miller, M.A., Ph.D.
Date: