



北京理工大学
BEIJING INSTITUTE OF TECHNOLOGY



UNIVERSITY OF
SASKATCHEWAN

AGREEMENT BETWEEN
BEIJING INSTITUTE OF TECHNOLOGY, CHINA
-and-
THE UNIVERSITY OF SASKATCHEWAN, CANADA
FOR CONTINUING THE CONFUCIUS INSTITUTE AT THE UNIVERSITY OF
SASKATCHEWAN

In order to strengthen educational and academic cooperation between China and Canada, support and promote the development of Chinese language education, and increase mutual understanding among people in China and Canada, according to the *Constitution and Bylaws of Confucius Institutes*, Beijing Institute of Technology (herein “BIT”) and University of Saskatchewan (herein “USASK”, each of BIT and USASK is herein referred to as the “Party” and collectively as the “Parties”) signed an agreement (herein referred as “the Original Agreement”) for a period of five years on October 4th, 2016, to continue the *Confucius Institute* at USASK (herein “USask CI”). The authorization has been issued by Chinese International Education Foundation (herein “the Foundation”) to BIT and to USASK from August 5, 2020 to September 29, 2026 to cooperate on the development of the USask CI and use the brand, name and logo of “Confucius Institute”. This Agreement to amend and renew the Original Agreement as set out herein, is hereby entered into between parties of their own accord in the principle of mutual respect, friendly consultation and equality and mutual benefit, specifying the rights and obligations of the Parties, and stipulating the rules for cooperation, and whereby ensuring sound operation of USask CI.

ARTICLE 1 – PURPOSE

The purpose of this Agreement is to set out the rights and responsibilities of BIT and USASK respecting the continuation of the USask CI.

ARTICLE 2 – CHARACTER

The USask CI shall be a non-profit educational centre.

At all times, the activities of the USask CI will respect academic freedom and transparency, as well as USASK institutional values, priorities, and policies. It shall respect the Canadian and Chinese laws and cultural customs.

ARTICLE 3 – SCOPE OF ACTIVITIES

The USask CI will endeavor to provide the following activities:

1. Courses in the Chinese language and culture, and offering support and resources for the teaching of Chinese;
2. Training Chinese language instructors;
3. Holding the HSK examination (Chinese Proficiency Test) and tests for certification of Chinese language teachers;
4. Organizing and participating in campus and community cultural activities;
5. Providing information, services, and other necessary support for research, scholarly, and artistic projects connecting USASK with Chinese university partners, designated by faculty members involved;
6. Conducting and supporting exchange activities for students and faculty;
7. Other academic activities, as proposed and agreed from time to time, to promote the academic missions of the parties.

ARTICLE 4 – BOARD and MEMBERSHIP

The USask CI will continue to be led by a Board of Directors (herein the “USask CI Board”).

The USask CI Board shall consist of ten members, five from USASK and five from BIT, as follows:

- a. President or designate;
- b. Vice-President or designate;
- c. Director of International Office or designate;
- d. USask CI Co-Director / BIT USask CI Co-Director (as applicable);
- e. Dean of Academic College.

Meetings of the USask CI Board will be chaired by the senior representative of the institution at which the meeting is taking place, or the delegate of that representative; this role will thus rotate between USASK and BIT. The role of Vice-Chair will be filled by the senior representative of the visiting institution, or the delegate of that representative.

ARTICLE 5 – BOARD DUTIES

The USask CI Board shall have the following general duties:

- a. Decision-making on significant issues including teaching, research, and academic activities, etc.;
- b. Providing oversight and guidance for operational management of USask CI;
- c. Fundraising, and securing resources to assist in the effective delivery of the USask CI's activities;
- d. Making recommendations regarding the appointment and dismissal of a Canadian USask CI Co-Director and a BIT Chinese USask CI Co-Director (herein collectively, the "Co-Directors");
- e. Examining and approving the development plans, annual plans, annual reports, projects and their implementation plans, budget proposals and final financial accounts of the USask CI;
- f. Reporting to the Parties' respective authorities on the management status and/or significant issues of the USask CI;
- g. Undertaking an annual review of the Canadian USask CI Co-Director and BIT Chinese USask CI Co-Director;
- h. Maintaining contact between its Chair(s) and the Co-Directors of the USask CI;
- i. Convening a board meeting at least once annually in order to oversee and make decisions about the policies, operations, and development of the USask CI;
- j. Submitting an annual budget and financial statement to USASK and BIT in December of each year.;
- k. Addressing problems and difficulties that may arise in the operation of the USask CI and overseeing solutions thereto;
- l. Receiving and responding to regular reports from the Management Committee (as hereinafter defined);
- m. Submitting annual reports and other documents of USask CI to BIT (who is permitted to forward same to the Foundation).

ARTICLE 6 – MANAGEMENT COMMITTEE

The USask CI Board has the authority to appoint a USask CI Management Committee (herein the "Management Committee"), consisting of the Co-Directors, and up to four USASK faculty and staff representatives from relevant units and community members, with the support of the Administrative Coordinator of the USask CI. The Management Committee will be chaired by a senior USASK member of the USask CI Board, appointed by the USask CI Board.

The Management Committee has the following roles and responsibilities:

- a. To meet regularly to review the activities of the USask CI and actively participate in its planning and priorities;
- b. To ensure the USask CI conducts its activities with respect to Canadian laws and regulations, academic freedom and transparency, as well as USASK institutional values, priorities and policies. USASK maintains control over the hiring, curriculum and academic practices of the USask CI;
- c. To review reports from the Co-Directors to ensure adherence to the planned activities of the USask CI;

- d. In collaboration with the Co-Directors, to develop an annual budget to propose to the USask CI Board ;
- e. To review the financial statements prepared by the Co-Directors and Administrative Coordinator, and to forward the statements to the USask CI Board;
- f. To contribute to USask CI Board's annual review of the Co-Directors;
- g. To receive the Co-Directors' annual review of the Administrative Coordinator and report accordingly to USask CI Board; and
- h. To recommend to USask CI Board appointment or dismissal of employees of the USask CI.

ARTICLE 7 – CO-DIRECTORS

1. One Co-Director shall be a USASK faculty member with proven administrative skills and commitment to Chinese-Canadian academic and research exchange and collaboration. The Canadian Co-Director reports directly to the USASK members of USask CI Board.
2. One Co-Director shall be a BIT faculty member with expertise in Chinese language and culture, and proven administrative skills and English competency. The Chinese Co-Director reports directly to the BIT members of USask CI Board.
3. Supported by the Management Committee, the Co-Directors will work collaboratively on all aspects of the administration of the USask CI, including, but not limited to, the following:
 - a. Oversight, coordination, and evaluation of all instruction carried out through the USask CI;
 - b. Working closely with the Management Committee and under the oversight of the USask CI Board to approve, engage, support, and evaluate Chinese instructors;
 - c. Working closely with the Management Committee and under the oversight of the USask CI Board to approve, engage, support, and evaluate local instructors for courses in Chinese arts, culture and language;
 - d. Working closely with the Management Committee, develop and support the programs identified in the annual budget, such as exchange programs and collaborative research opportunities.

ARTICLE 8 – ROLE AND RESPONSIBILITIES OF BIT

1. BIT shall provide teaching materials, course software and books as necessary, and also authorize the use of online courses in conjunction with USASK;
2. BIT shall provide annual funding according to the needs and projects set out in the annual budget approved by USask CI Board;
3. BIT shall send Chinese language instructors, depending on the USask CI's needs, and to pay for the instructors' airfare and salaries;
4. BIT shall appoint a Co-Director as set out in Article 7 of this Agreement;

5. BIT shall identify and support faculty researchers to carry out collaborative projects sponsored by the USask CI;
6. BIT shall support student exchanges from USASK that are sponsored by the USask CI;
7. BIT shall contribute to the development of themes for programs of teaching and research, for consideration by USask CI Board;
8. BIT shall support cultural activities sponsored by the USask CI.

ARTICLE 9 – ROLE AND RESPONSIBILITIES OF USASK

1. USASK shall provide teaching materials, course software, and books as necessary, in conjunction with BIT;
2. USASK shall provide space for teaching and other activities of the USask CI, equipped with office and teaching facilities, and with utilities, management and maintenance supplied;
3. USASK shall hire and pay salaries of administrative personnel and support staff;
4. USASK shall provide necessary working facilities and residences for Chinese instructors;
5. To the extent it is able to do so in accordance with Canadian Immigration Law (as applicable), USASK policies and procedures, and within budgetary constraints, USASK will assist Chinese partners with visa applications and temporary residence procedures from USask CI funds;
6. USASK shall ensure that all funds provided to USASK for the USask CI are separately identified and used only for the USask CI in accordance with this Agreement;
7. USASK shall set an annual funding, in accordance with the annual budget, but not less than the amount provided by BIT.

ARTICLE 10 – FINANCES

The funds for the USask CI have four contributory sources:

1. Support from BIT;
2. Support from USASK;
3. Fees from programs of the USask CI; and
4. Donations from the community.

Any income generated by the USask CI should be used in support thereof.

ARTICLE 11 – INTELLECTUAL PROPERTY

The USask CI shall abide by relevant laws and regulations in the use of intellectual property owned by other parties. The Party that develops any intellectual property and programs from the USask CI will own that intellectual property. Where such property is developed co-operatively between the Parties, mutual ownership will result, save and except the incorporation of any prior intellectual

property incorporated therein. In the event of a dispute, the Parties will attempt amicable resolutions, failing which, the Parties will refer the matter to the appropriate jurisdictional body for resolution.

Article 12 – FORCE MAJEURE

The Parties hereto shall be exempted from performing their obligations hereunder in the event of force majeure, i.e., unforeseeable, unavoidable and insurmountable circumstances, including but not limited to, natural disaster, plague, war and military action, terrorist attack, and an act of deliberate sabotage, etc. Failure of either of the Parties to perform its obligations, or to perform its obligations hereunder on time due to force majeure, shall not be deemed as breach of contract, and the Party shall not be liable for such failure. However, force majeure events shall not include strikes or various labor disputes, delays in the delivery of equipment or supplies, or financial difficulties, etc.

Should either of the Parties be prevented to perform the obligations hereunder by force majeure, the Party under the situation shall notify the other Party in writing to suspend or cancel the project and shall duly take timely and effective measures to minimize the loss of the other Party.

ARTICLE 13 – TERM, SUSPENSION AND TERMINATION

The Agreement shall enter into force from the date of last signature. The validity of the Agreement shall expire by 09/29/2026 as per the term of authorization granted by the Foundation. If the Parties have the intention to continue cooperation on the Confucius Institute, BIT shall submit an application for extending term of authorization to the Foundation on behalf of both Parties before the expiration date of this Agreement.

This Agreement may be suspended or terminated in any of the following circumstances:

- a. Either Party gives the other Party ninety (90) days' written notice of its intention to terminate the agreement;
- b. The act(s) of one Party severely harms, or has the potential to severely harm the image and reputation of the other Party or its partners;
- c. If the authorization is withdrawn by the Foundation after the USask CI fails to meet the assessment criteria, this Agreement shall terminate automatically;
- d. If the Agreement is rendered impossible to be executed due to force majeure in accordance with Article 12, the Agreement could be suspended with the consent of the Parties. Decisions on affairs during the suspension and the date to resume the Agreement, inter alia, shall be agreed by both Parties through consultation and shall be reported to the Foundation by BIT for record.

The termination of this Agreement will not affect any other agreement, contract, or programs between the Parties.

On termination of this Agreement, USASK will make appropriate and commercially reasonable arrangements for the enrolled students and the completion of any ongoing projects, with necessary assistance provided by BIT. Upon mutual agreement, the balance in the USask CI bank account shall be suspended for BIT and USASK to settle and negotiate the disposition, and the funds shall be returned to the providers after the amount of fund being confirmed by both Parties.

ARTICLE 14 – LANGUAGE

This Agreement is made in two copies and each copy is written in both Chinese and English. The Chinese version of the Agreement was drafted second, and is intended to be identical in wording and legal effect to the English version. Each Party shall keep one original of each of the Chinese and English version for reference.

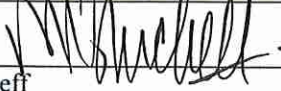


ARTICLE 15 – DISPUTES

In the event of a dispute between the Parties, the Parties will attempt amicable resolutions privately, failing which, either one may refer the matter to an arbitration institution recognized by both Parties for settlement, or to the jurisdictional body of which this Agreement falls into the competence.

ARTICLE 16 – GENERAL

It is acknowledged and agreed that USASK is subject to *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan), as amended, and that this Agreement may be subject to freedom of information requests. Further, to ensure transparency, this Agreement will be open for public review.

IN WITNESS WHEREOF the representatives, each on behalf of its own party, agree to the provisions of this Agreement.

UNIVERSITY OF SASKATCHEWAN	BEIJING INSTITUTE OF TECHNOLOGY
 _____ Peter Stoicheff President and Vice Chancellor Dated: <u>JUNE 15, 2022</u>	 _____ LONG Teng President Dated: <u>2022.6.9</u>
 _____ Chelsea Willness University Secretary Dated: <u>21. June. 2022</u>	