

No. 27018

**FEDERAL REPUBLIC OF GERMANY
and
CHINA**

**Agreement concerning the establishment of a branch of the
Goethe Institute of the Federal Republic of Germany in
the People's Republic of China. Signed at Bonn on
25 March 1988**

Authentic texts: German and Chinese.

Registered by the Federal Republic of Germany on 5 January 1990.

**RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE
et
CHINE**

**Accord relatif à la création en République populaire de Chine
d'une filiale de l'Institut Goethe de la République fédé-
rale d'Allemagne. Signé à Bonn le 25 mars 1988**

Textes authentiques : allemand et chinois.

Enregistré par la République fédérale d'Allemagne le 5 janvier 1990.

[TRANSLATION — TRADUCTION]

**AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE FEDERAL
REPUBLIC OF GERMANY AND THE GOVERNMENT OF THE
PEOPLE'S REPUBLIC OF CHINA CONCERNING THE ESTABLISHMENT OF A BRANCH OF THE GOETHE INSTITUTE OF
THE FEDERAL REPUBLIC OF GERMANY IN THE PEOPLE'S
REPUBLIC OF CHINA**

The Government of the Federal Republic of Germany and
The Government of the People's Republic of China,

Desiring to develop further the long-standing friendly relations and cultural exchanges between the two countries and to promote understanding between the peoples of the two countries and cooperation in the field of language teaching on both sides,

Having reference to article 3 of the Agreement concerning Cultural Cooperation signed between the Governments of the two States on 24 October 1979,²

Have agreed as follows:

Article 1

(1) The Government of the People's Republic of China agrees to the establishment of a branch of the Goethe Institute of the Federal Republic of Germany in the People's Republic of China.

(2) The branch shall bear the name "Beijing Branch of the Goethe Institute" (hereinafter referred to as "the Branch"). This designation shall be used on the nameplate of the Institute, in correspondence and in other similar contexts.

(3) For an interim period of three years after the entering into force of this Agreement, the premises of the Branch shall be located at the Foreign Language Institute at Beijing. Arrangements for the definitive location of the Branch shall be made in accordance with article 11.

Article 2

If conditions are appropriate, the Government of the People's Republic of China shall also consider founding a similar institute for the promotion of the teaching of Chinese in the Federal Republic of Germany. A separate agreement shall be arranged through the diplomatic channel at the appropriate time.

Article 3

In the functioning of the Institute, the Branch and its entire staff must respect Chinese sovereignty in the sphere of education and must comply with Chinese laws and the relevant rules and regulations. They may not pursue any activities other than the tasks specified in this Agreement.

¹ Came into force on 24 May 1988, as soon as the Parties had notified each other of the completion of the domestic procedures, in accordance with article 14.

² United Nations, *Treaty Series*, vol. 1247, No. I-20333.

Article 4

(1) The Government of the People's Republic of China shall entrust the State Commission for Education with supervising the implementation of this Agreement by the Branch. The Director of the Branch shall give the State Commission for Education advance notice in good time of all important activities organized by the Branch.

(2) The Government of the Federal Republic of Germany shall entrust the Goethe Institute at Munich with the direction and supervision of the work of the Beijing Branch.

Article 5

(1) During the period of validity of this Agreement, all activities organized by the Branch in China shall be aimed at promoting the teaching of German in the People's Republic of China, transmitting knowledge and strengthening the friendship between the two peoples. The teaching staff shall also conform to these principles during their class instruction.

(2) The Branch shall cooperate with the competent authorities of the People's Republic of China and shall, in particular engage in the following activities:

1. Providing courses of all kinds in the German language, particularly for specialists in all disciplines;
2. Organizing specialized activities for Chinese teachers of German in linguistics, literature, teaching methods and technical German;
3. Providing courses for the training and advanced training of interpreters and translators;
4. Assisting the competent Chinese authorities in the acquisition of teaching materials for the teaching of German and for training and advanced-training courses in German;
5. Organizing area-study activities for Chinese teachers of German, scholars of German language and literature and other specialists;
6. Organizing other activities agreed upon by the two sides and aimed at promoting the teaching of German in the People's Republic of China;
7. By agreement between the two sides, the range of activities of the Branch may, under certain circumstances, be expanded to include further activities, as appropriate.

Article 6

The Branch may not award academic degrees in the People's Republic of China. It may, however, issue end-of-course certificates, study certificates or other appropriate diplomas to students who have attended its training or advanced-training courses.

Article 7

(1) A Governing Board composed of three German and three Chinese representatives shall be set up at the Branch. The German representatives shall be the Director and two German members of the teaching staff of the Branch. The Chinese representatives shall be the Deputy Director and two specialists appointed by the

State Commission for Education. The Governing Board shall have a German and a Chinese Chairman. Each side shall appoint a Chairman chosen from among its representatives. Following the entry into force of this Agreement, the State Commission for Education and the Embassy of the Federal Republic of Germany to the People's Republic of China shall transmit to one another lists of the names of representatives appointed by them. Each side shall have the right to replace its representatives if necessary.

(2) The Governing Board shall meet twice a year. The agenda for the meeting shall be agreed upon in advance by the two sides. Meetings shall be chaired alternately by the German and the Chinese Chairman, who shall be required not to alter the previously agreed agenda on his own authority. Should the Chairman be prevented from attending the meeting, the side entitled to the chairmanship shall appoint a substitute from among that side's representatives.

(3) The tasks of the Governing Board shall be as follows:

1. Consultation and decision-making concerning the regulations of the Branch in the light of actual conditions in the People's Republic of China, with due regard for the regulations in force at the Goethe Institute at Munich;
2. Discussion and examination of medium-term and long-term work plans submitted by the Director;
3. Discussion and examination of annual reports and activity reports on substantive and organizational matters submitted by the Director;
4. Consultation and decision-making on contracts of employment for local staff;
5. Consultation on norms and plans for the admission of participants to training and advanced-training courses organized by the Branch and to other similar activities.

(4) Decisions of the Governing Board shall be adopted if no member dissents. If no decision is adopted, article 8, paragraph 2, shall apply.

Article 8

(1) The Branch shall have a Director and a Deputy Director. The post of Director shall be held by a person sent from the Federal Republic of Germany. His main tasks shall be to direct and supervise the day-to-day work of the staff of the Branch, to implement the decisions of the Governing Board and be answerable to the Governing Board, to prepare and carry out the specific teaching plans, to draw up the medium-term and long-term work plans of the Branch, to submit the report on the status of the work of the Branch to the Governing Board and to sign the end-of-course certificates, study certificates or other appropriate diplomas. In the event of the Director's being prevented from carrying out his duties, the German side shall appoint a German staff member to act in his stead.

(2) The Director may negotiate with the competent authorities of the People's Republic of China, direct or through the diplomatic organs of the Federal Republic of Germany, on matters connected with the activities of the Branch.

(3) The post of Deputy Director shall be held by a person appointed by the Government of the People's Republic of China. His main task shall be to assist the Director in his work. In the event of the Deputy Director's being prevented from

carrying out his duties, the Chinese side shall appoint a Chinese staff member to act in his stead.

Article 9

A library/media library, open primarily to all staff, teaching staff and students of the Branch, shall form part of the Branch. Teachers and students of German (including scientists and technical experts who understand German) from other Chinese universities and colleges at Beijing may also borrow books and materials upon completing the necessary borrowing formalities.

Article 10

(1) If necessary, the Government of the Federal Republic of Germany may, upon obtaining the consent of the State Commission for Education, send an appropriate number of other German staff members besides the Director to carry out the activities and administrative duties specified in article 5 of this Agreement.

(2) None of the staff sent to the Branch from the Federal Republic of Germany, including the Director and all German staff members, shall enjoy diplomatic privileges and immunities.

(3) The Government of the People's Republic of China shall allow the Branch to import, duty-free, appropriate quantities of instruments and appliances, working materials and official vehicles, in conformity with the relevant Chinese customs regulations and subject to work requirements. To that end, the Embassy of the Federal Republic of Germany to the People's Republic of China shall issue certificates and shall submit lists of the above-mentioned import goods, accompanied by an explanation of their intended purpose, to the Chinese customs service for authorization.

(4) Article 5 of the Agreement of 13 October 1982 between the Government of the Federal Republic of Germany and the Government of the People's Republic of China concerning Technical Cooperation and the exchange of notes of the same date pursuant to article 5, paragraph 2 (b) of that Agreement shall apply *mutatis mutandis* to the German staff members posted to the Branch and to family members belonging to their household.

(5) Article 19, paragraph 1, of the Agreement of 10 June 1985 between the Federal Republic of Germany and the People's Republic of China for the Avoidance of Double Taxation with respect to Taxes on Income and on Capital¹ shall apply *mutatis mutandis* to the German staff members posted to the Branch.

Article 11

(1) Should the Government of the Federal Republic of Germany decide to construct a permanent building in China for the Branch, including office and classroom space and apartments for teaching staff and other staff and to bear the financial costs thereof, the competent authorities of the People's Republic of China shall provide the necessary assistance in finding a suitable plot of land and in its development and utilization.

(2) During the interim period, the competent authorities of the People's Republic of China shall make available to the Branch suitable rented office and class-

¹ United Nations, *Treaty Series*, vol. 1475, No. I-25120.

room space. The competent authorities of the People's Republic of China shall provide the necessary assistance to the posted staff members of the Branch in finding rented housing.

(3) Should the Government of the Federal Republic of Germany decide to lease office and classroom space and housing for a long term, the competent authorities of the People's Republic of China shall likewise provide the necessary assistance.

Article 12

(1) The costs of appliances, instruments, teaching materials and literature required by the Branch for the conduct of its activities specified in this Agreement, the salaries of the German teaching and other staff and of locally employed staff and all other pertinent costs shall be borne by the Government of the Federal Republic of Germany through the Goethe Institute at Munich.

(2) Instruments, appliances and other articles financed by the German side and acquired for the Branch shall remain the property of the Federal Republic of Germany.

(3) The Government of the Federal Republic of Germany shall have the temporary classroom and office space made available by the Chinese side at the Foreign Language Institute at Beijing renovated at its own expense. A separate agreement shall be concluded concerning the rental of the renovated premises.

(4) The Chinese side shall bear the costs of the travel, board, lodging and medical treatment of the Chinese students studying at the Branch.

(5) Chinese students shall be exempt from tuition fees when participating in any of the activities conducted by the Branch in accordance with the provisions of this Agreement. Should the need arise to collect fees from the Chinese students, a proposal to that effect should be made by the Governing Board and approved by the State Commission for Education.

Article 13

This Agreement shall also apply to Berlin (West) in conformity with the existing situation.

Article 14

This Agreement shall enter into force as soon as the two sides have informed each other that the domestic requirements therefor in respect of the Federal Republic of Germany and the People's Republic of China have been fulfilled.

Article 15

(1) This Agreement shall remain in force for a period of five years. Four years after its entry into force, a governmental commission consisting of representatives of the two sides may, through consultation, make the necessary amendments to this Agreement in the light of experience up to that date.

(2) If neither side has notified the other side in writing of its wish to denounce this Agreement, six months before the expiry of the period of validity of this Agreement, the period of validity of this Agreement shall be automatically extended for five more years.

DONE at Bonn on 25 March 1988, in duplicate in the German and Chinese languages, both texts being equally authentic.

For the Government of the Federal Republic
of Germany:

HANS-DIETRICH GENSCHER

For the Government of the People's Republic
of China:

GOU FENGMIN
