

德克萨斯大学达拉斯分校孔子学院与 科贝尔新技术高中 关于合作建设科贝尔新技术高中孔子课堂的协议

为进一步加强孔子学院为当地社区提供社会服务的功能，推动当地中小学汉语教学的发展，增进中美两国青少年的相互理解和友谊，德克萨斯大学达拉斯分校孔子学院（“孔子学院”）与科贝尔新技术高中经友好协商，并报经孔子学院总部（“总部”）批准，就合作建设科贝尔新技术高中孔子课堂（“孔子课堂”）达成如下协议：

第一条 性质

科贝尔新技术高中孔子课堂系非营利性教育机构，其宗旨是通过教授汉语和中国文化，以增进中美两国青少年的相互了解和友谊。

第二条 业务范围

根据当地实际情况，科贝尔新技术高中孔子课堂可开展以下项目或其它与汉语教学及中国文化相关的活动：

1. 开展汉语语言文化教学；
2. 开展汉语水平汉语考试 HSK、YCT；
3. 培训当地学校的汉语教师；
4. 组织当地中小學生与中国中小學生的交流活动；
5. 开展与汉语及中国文化有关的活动

第三条 管理和运营

作为孔子学院总部支持的项目，孔子学院总部授权德克萨斯大学达拉斯分校孔子学院指导科贝尔新技术高中孔子课堂的运营和管理，包括指导孔子课堂制定年度活动计划、资金预决算等，上报计划和预决算给孔子学院总部审批，并定期向总部报告孔子课堂的运营情况。

第四条 双方义务

德克萨斯大学达拉斯分校孔子学院义务：

1. 向总部申请授权使用孔子课堂名称和孔子课堂标识；
2. 协助孔子课堂向总部申请必要的启动经费和年度项目经费，教学及文化设备；
3. 监督孔子课堂年度经费使用情况；
4. 协助孔子课堂向总部申请图书、音像及多媒体教学资料、课件，申请授权使用孔子学院总部开发的网络课程资源。

科贝尔新技术高中义务：

1. 由校长或副校长直接负责孔子课堂项目。
2. 给孔子课堂提供适合的教学场地和办公场所，配备必备的办公设备并负责安装、管理和维护；
3. 按总部要求，在校门口或孔子课堂所在建筑物显著位置悬挂孔子课堂标牌；
4. 为孔子课堂配备必要的教职人员，提供相关费用；
5. 为孔子课堂开设专门帐户，确保总部为孔子课堂提供的资金只用于孔子课堂项目。

第五条 经费

1. 孔子课堂成立的第一年，孔子学院总部为孔子课堂提供壹万美元（US10,000.00）的启动资金；
2. 从孔子课堂成立的第二年起，总部会根据孔子课堂运营状况、年度活动计划及预决算报告的评估等给孔子课堂提供一定的经费支持。科贝尔新技术高中有义务与孔子学院总部一起共同筹措孔子课堂的年度运营经费。

第六条 知识产权

“孔子课堂”及相关标识和徽章的知识产权为孔子学院总部独家拥有。本协议终止后，科贝尔新技术高中不得以任何形式继续直接或间接使用和转让。

第七条 协议修订

本协议的中、英文条款可以根据需要不时修订，并由双方授权代表签字。

第八条 协议期限

此协议有效期三年。假如在协议失效九十天以前，任何一方都没有以书面形式通知对方终止该协议，此协议将自动延长三年。

第九条 不可抗力

协议双方在遇到如国家危机、战争、政府条例禁止、或任何双方不可控制的原因而导致协议不能执行等情形时将免除履行该协议的责任。如有此情况发生，任何受影响的一方必须通

知对方，所以该协议下的项目可以延迟或终止，以减少损失。

第十条 协议语言

本协议一式两份，分别以中、英文书就。双方各持中、英文签字文本各一份，两种文本具有同等效力。

第十一条 其它事宜和协议生效

本协议未尽事宜由双方通过友好协商加以解决。此协议可由任何一方提前 10 天无需理由终止，第六条条款在协议提前终止后仍然生效。此协议受德州法律管辖，协议双方同意管辖权和裁决地可在协议双方任何一方所在的行政区内。

藉此证明，双方同意此协议自 2017 年 1 月 1 日起生效实施。

德克萨斯大学达拉斯分校孔子学院

授权代表：

职务：

签字：

日期：

科贝尔新技术高中

授权代表：Steffany Batik

职务：Principal of New Tech high @ Coppell

签字：



日期：9/30/16

AGREEMENT BETWEEN
CONFUCIUS INSTITUTE AT THE UNIVERSITY OF TEXAS AT DALLAS AND
NEW TECH HIGH SCHOOL @ COPPELL
ON THE ESTABLISHMENT OF
THE CONFUCIUS CLASSROOM AT NEW TECH HIGH SCHOOL @ COPPELL

In order to strengthen the role of Confucius Institute in providing social service to the local community, develop Chinese teaching and learning in local primary and secondary schools, and enhance the mutual understanding and friendship between the young people of China and the United States, the Confucius Institute at the University of Texas at Dallas (“Confucius Institute”) and New Tech High School @ Coppel after friendly consultation and approval by the Confucius Institute Headquarters in China (the “Headquarters”), hereby have reached this agreement (“the Agreement”) on establishing the Confucius Classroom at New Tech High School @ Coppel (the “Confucius Classroom”) as follows:

Article 1 Character

The Confucius Classroom at New Tech High School @ Coppel shall be a non-profit endeavor with the purpose of enhancing understanding and friendship between the young people of China and the United States by sponsoring the teaching and learning of Chinese language and culture.

Article 2 Scope of Activities

Based on the local needs, the Confucius Classroom at New Tech High School @ Coppel may conduct the following programs and activities related to Chinese language and culture:

1. Teaching Chinese language and culture;
2. Conducting Chinese language proficiency tests such as HSK (Hanyu Shuiping Kaoshi) and YCT (Youth Chinese Test);
3. Training local Chinese language teachers;
4. Organizing exchange programs among the schools in the United States and in China;
5. Conducting activities related to Chinese language and culture

Article 3 Management and Operation

As a project sponsored by the Confucius Institute Headquarters, the Confucius Classroom at New Tech High School @ Coppell will be run and managed under the guidance of the Confucius Institute at the University of Texas at Dallas, which is authorized by the Headquarters. The guidance includes: assisting the Confucius Classroom in developing annual activity plan, drafting budget proposal and report, submitting the proposal and report to the Headquarters for approval. Confucius Institute should also report the operation of the Confucius Classroom to the Headquarters on a regular basis.

Article 4 Obligations

The obligations of the Confucius Institute at the University of Texas at Dallas shall include:

1. To apply to the Headquarters for authorization of using the title "Confucius Classroom" and to provide logos and Confucius Classroom emblems.
2. To assist the Confucius Classroom to apply to the Headquarters for the initial fund, annual operation fund, and necessary equipment for Chinese language teaching and cultural activities.
3. To supervise the usage of the fund provided by the Headquarters.
4. To assist the Confucius Classroom to apply to the Headquarters for books, audio-visual, multimedia materials and courseware; to apply for authorization to use online courses developed by the Headquarters.

The obligations of New Tech High School @ Coppell shall include:

1. To have the principal or vice principal take charge of the Confucius Classroom directly ;
2. To provide an appropriate site for teaching and office space for the Confucius Classroom; to provide necessary facilities and take charge of their installment, management and maintenance.
3. To hang the nameplate of Confucius Classroom according to the requirement at the gate of the school or an obvious place of the building in which the Confucius Classroom is located.
4. To provide necessary administrative and teaching personnel for the Confucius Classroom and undertake the due costs.
5. To open an individual account for the Confucius Classroom and ensure that all funds provided by the Headquarters for the Confucius Classroom be only spent on the Confucius Classroom

program.

Article 5 Financial Support

1. In the first and start-up year, the Confucius Institute Headquarters will provide the initial fund of ten thousand US dollars (\$10,000.00) for the Confucius Classroom.
2. After the first year of operation, the Headquarters will provide financial support based on the assessment of the Confucius Classroom's operation, annual activity plan, budget proposal and report. New Tech High School @ Coppel should jointly raise fund for the Confucius Classroom with the Confucius Institute Headquarters.

Article 6 Intellectual Property

The Headquarters owns the title "The Confucius Classroom," its related logo, and plaque (or badge) as its exclusive intellectual property. New Tech High School @ Coppel shall not continue applying or transferring the title, logo, and plaque (or badge) in any form, either directly or indirectly, after this Agreement has been terminated.

Article 7 Revision

This Agreement may from time to time be revised in writing in both English and Chinese, and signed by authorized representatives of both parties hereto.

Article 8 Term

The Agreement shall have a period of validity of three years. If, during the 90 (ninety) days before the expiration date, neither party notifies the other in writing that it wishes to terminate the Agreement, then the Agreement will automatically be extended for another three years.

Article 9 Force Majeure

Parties hereto 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 hereto that renders the performance of this agreement impossible. In the event of such circumstance, the party affected by the situation shall inform

the other party so the program may be postponed or terminated in order to mitigate the loss of the other party.

Article 10 Agreement Language

The 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 , shall have the same effectiveness.

Article 11 Other Terms and Effective Date

Other terms not settled by this agreement shall be solved through friendly, cooperative negotiations between the two parties. This agreement may be terminated at any time by either party on 10 days prior notice without cause. Requirements of Article 6 shall survive termination of the agreement. This agreement is governed by the laws of the state of Texas. The parties consent to ruling and jurisdiction venues to be in either party's district in which the party is located.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed and effective as of January 1, 2017.

Confucius Institute at the University of Texas at Dallas

Authorized representative:

Title:


Signature:

Date:

New Tech High School @ Coppell

Authorized representative: Steffany Batik

Title: Pricipal of NTH @ Coppell

Signature: 

Date: 9/30/16