

**AGREEMENT BETWEEN  
CONFUCIUS INSTITUTE HEADQUARTERS  
AND  
TEXAS A&M UNIVERSITY, USA  
FOR THE ESTABLISHMENT OF THE CONFUCIUS INSTITUTE AT  
TEXAS A&M UNIVERSITY**

In order to strengthen educational cooperation between China and the United States, support and promote the development of Chinese language education, and increase mutual understanding between the people of China and the United States, this Agreement is entered into by and between Confucius Institute Headquarters (“the Headquarters”), and Texas A&M University (“TAMU”), College Station, Texas, United States.

WHEREAS, the program contemplated by this Agreement is of mutual interest and benefit to TAMU and to The Headquarters, and will further the instructional and research objectives of TAMU in a manner consistent with its status as an agency of the State of Texas,

The parties agree as follows:

**Article 1 Purpose**

The purpose of this Agreement is to identify the rights and responsibilities of The Headquarters and TAMU in the establishment of the Confucius Institute (“Institute”) at TAMU. The Institute shall be a nonprofit institute with the purpose of enhancing intercultural understanding in the United States by sponsoring courses of Chinese language and culture.

**Article 2 Cooperating Institution**

As authorized in writing by The Headquarters, TAMU shall work with the Ocean University of China to develop the Institute. With the prior written, approval of The Headquarters, the Ocean University of China and TAMU shall execute a separate agreement, if needed, for collaborative matters not defined in this Agreement.

### **Article 3 Scope of Activities**

The Confucius Institute will provide support for Chinese language and cultural programs at TAMU as follows:

1. Teach Chinese language, using a variety of methods including multimedia, the Internet, and others, as appropriate;
2. Train teachers to teach Chinese in elementary schools, high schools and colleges;
3. Administer the Chinese Proficiency Test and provide means for certification in teaching Chinese as a foreign language;
4. Offer Chinese courses in various local and regional contexts;
5. Sponsor academic activities and Chinese language competitions;
6. Provide counseling for individuals wishing to study in China;
7. Provide reference materials for students and other professional individuals.

### **Article 4 Organization**

The Institute shall have a Board of Advisors consisting of eight (8) members. Ocean University of China and TAMU shall each nominate four (4) members for the Board of Advisors. The Board of Advisors shall review programming activities, and shall recommend funding and future activities of the Institute.

### **Article 5 Obligations of The Headquarters**

The obligations of The Headquarters are as follows:

1. Authorize the use of the name, "Confucius Institute," and provide logos and institute emblems;
2. Provide multimedia courseware and other teaching materials, supplementary materials, and audio-visual materials authorized by the Head office The

Headquarters, and to authorize the use of each online course offered by the Institute;

3. Provide \$100,000 US Dollars to TAMU as a start-up fund for the first year of the Institute;

4. Provide 3,000 volumes of books, audio-visual, and multimedia materials to TAMU for the Institute;

5. Send two (2) Chinese instructors to TAMU and to pay for their air fare and salaries during this period;

6. Any additional obligations will be mutually agreed upon by The Headquarters and TAMU in a written amendment to this Agreement.

### **Article 6 Obligations of TAMU**

The obligations of TAMU are as follows:

1. Provide an appropriate site for the Institute to carry out its activities;

2. Provide the necessary conditions and facilities management to establish the Institute;

3. Maintain a dedicated financial account for the Institute;

4. Provide and pay for the necessary administrative personnel (full time or part-time) for the Institute;

5. Provide the necessary working space for the two (2) Chinese instructors provided by The Headquarters;

6. Assist in processing the visa application for the two (2) Chinese instructors;

7. Any additional obligations will be mutually agreed upon by The Headquarters and TAMU in a written amendment to this Agreement.

### **Article 7 Program Direction**

The activities conducted under this Agreement will be supervised for TAMU by Dr. Randy Kluver.

### **Article 8 Period of Performance**

This Agreement shall be effective on the date when both parties sign below, and shall be valid for five (5) years from the date of signing. The Agreement will be subject to renewal only by mutual written agreement of both parties.

## **Article 9 Financial Support**

The Headquarters will provide a fixed-price payment of \$100,000 US Dollars to TAMU for the first-year funding support of the Institute after the budget is submitted by TAMU and approved by The Headquarters.

Payment for the first year shall be made by The Headquarters upon signature of this Agreement, and shall be sent to the following account:

### Financial Institution Information (ACH)

Account Name: TAMU Contracts & Grants  
City and State: Bryan, Texas  
Account Number: 2475688871  
Bank Name: Wells Fargo  
Bank Address 3000 Briarcrest Drive  
Bryan, Texas 77803  
ACH Contact Name: Annie Jackson 979-776-3449

### Financial Institution Information (Wire)

Account Name: TAMU Contracts & Grants  
Routing Number: 1210-0024-8  
Account Number: 2475688871  
International Swift Code: WFBIUS6S  
Bank Name: Wells Fargo  
Bank Address 3000 Briarcrest Drive  
Bryan, Texas 77803  
Wire Contact Name: Annie Jackson 979-776-3449

### Texas A&M University Contact Information

Texas A&M University, Financial Management Services, 6000 TAMU,  
College Station, Texas 77843-6000  
Tax ID: 746000531  
Stacie Sodolak 979-845-4509  
Receivable/Collections Manager

Additional funding for this Agreement shall be mutually agreed upon by the parties based on a proposal for the subsequent year submitted to The Headquarters annually on September 15 by TAMU. It is the expectation that the Institute will gradually assume program financial responsibilities through charging program fees for language courses and other programs.

#### **Article 10 Intellectual Property**

The Headquarters exclusively owns the name of the "Confucius Institute," and its related logo as its exclusive intellectual property. The Headquarters grants TAMU a non-exclusive, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, and display (to the extent not prohibited by applicable law) the name of the "Confucius Institute," and its related logo during the term of this Agreement. TAMU is not authorized to use or transfer the name, or logo in any form, either directly or indirectly, after this Agreement has terminated.

The Institute will follow the intellectual property policies of Texas A&M University in matters concerning intellectual property created by the Institute.

#### **Article 11 Publicity**

TAMU shall not use the name of The Headquarters, or the names of The Headquarters employees in any advertising, promotional or sales literature without prior written consent obtained from The Headquarters in each case.

The Headquarters shall not use the name of TAMU, or the names of TAMU employees in any advertising, promotional or sales literature without prior written consent obtained from TAMU in each case.

#### **Article 12 Notices**

All notices or communications to either party by the other will be delivered personally or sent by express mail, postage prepaid, addressed to such party at the following respective addresses for each and will be deemed given on the date so delivered or so deposited in the mail unless otherwise provided herein.

TAMU: Institute for Pacific Asia, Mail Code 3371, College Station, Texas 77845,  
United States of America

The Headquarters: The Office of Chinese Language Council International,  
Fangyuan Mansion B56 Zhongguancun South St, Beijing, China, Post :  
100044

### **Article 13 Export Administration**

It is understood that TAMU is subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities, and that its obligations hereunder are contingent upon compliance with applicable United States export laws and regulations. Furthermore, it is understood that the transfer of certain technical data and commodities may require a license from one or more agencies of the United States Government.

Both TAMU and The Headquarters hereby agree and warrant that the program contemplated hereunder, and any exchange of technical data, computer software or other commodities resulting there from, shall be conducted in full compliance with the export control laws of China and the United States.

### **Article 14 Independent Contractor**

For the purposes of this Agreement and all activities conducted hereunder, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statement, representations or commitments of any kind, or to take any action which shall be binding on the other party, except as may be explicitly provided for herein or authorized in writing.

### **Article 15 Severability**

If any of the provisions of this Agreement in the application thereof to any person or circumstance, is rendered or declared illegal for any reason, or shall be invalid or unenforceable, the remainder of this Agreement and the application of such

provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

### **Article 16 Dispute Resolution**

In the event of any dispute, the two parties shall consult with each other in a friendly manner and follow the appropriate process established by TAMU for dispute resolution.

### **Article 17 Termination**

Either party may terminate this Agreement and terminate all of its obligations pursuant to this Agreement (1) if the other party fails to perform, keep and observe any terms or conditions required by this Agreement to be performed and fails to cure such default in accordance with the paragraph below, or (2) for convenience with six (6) months written notice to the other party. In the event of termination for convenience, TAMU shall promptly reimburse The Headquarters for any excess funds advanced by The Headquarters under this Agreement, over and above non-cancelable commitments and costs incurred by TAMU as of the date of the termination.

In the event of a default, the non-defaulting party will give the defaulting party written notice, pursuant to Article 12 of this Agreement, to correct such default. If the default continues for thirty (30) calendar days after receipt of such notice, the non-defaulting party may terminate this Agreement by written notice to the defaulting party sent pursuant to Article 12 of this Agreement.

In the event this Agreement is terminated, the parties agree to work together to make appropriate arrangements for the enrolled students and other work in progress.

### **Article 18 Force Majeure**

Neither party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, a national emergency, prohibitive government regulation, an act of terrorism, an act of war, or other similar occurrence, the cause of which is not

reasonably within the control of either party, and which by due diligence either is unable to prevent or overcome. In the event of such circumstances, the party shall inform the other party in order to mitigate the loss of the other party.

**Article 19 Agreement Language**

This Agreement is written in Chinese and in English. Each party shall keep one original of the Agreement in Chinese and one original of the Agreement in English

**Article 20 Miscellaneous**

This Agreement constitutes the entire agreement between the parties relative to the subject matter, and may only be modified or amended by a written agreement signed by both parties.

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Dr. Ed Davis  
Interim President

Texas A&M University  
USA

Date: 10/9/2007

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Xu Lin  
Chief Executive

Confucius Institute Headquarters  
P.R.China

Date: 29/9/2007



**孔子学院总部  
与  
美国得克萨斯州 A&M 大学  
关于合作建设得克萨斯州 A&M 大学孔子学院的协议**

为进一步加强中国与美国在教育领域的合作，支持并促进汉语教学的发展，增进两国人民的相互理解和友谊，孔子学院总部（以下简称总部）与美国得州 A&M 大学（以下简称 TAMU）就合作建设得州 A&M 大学孔子学院达成协议。

有鉴于此，本协议涵盖的项目将以对 TAMU 和总部互惠互利为原则，推动实现 TAMU 的教学科研目标，发挥其作为得州州政府部门的应有职能。

协议条款如下：

**第一条 宗旨**

本协议的宗旨在于规定在合作成立和运作得州 A&M 大学孔子学院过程中总部和 TAMU 的权利和义务。得州 A&M 大学孔子学院系非营利教育机构，通过教授汉语和中国文化增进美国人民对中国的了解。

**第二条 执行机构**

鉴于 TAMU 与中国海洋大学已达成合作共识，经总部书面授权，TAMU 将作为具体执行机构与中国海洋大学合作建设孔子学院，合作双方可就该协议未尽事宜另行签订补充协议。补充协议签署前，须报总部审核并书面通过。

**第三条 业务范围**

根据当地实际情况，得州 A&M 大学孔子学院可开展以下项目或其他与汉语教学及中国文化相关的活动：

- 1、使用包括多媒体和网络在内的多种方式进行汉语教学；

- 2、为小学、中学和大学培训汉语教师；
- 3、实施汉语考试及汉语作为第二语言教学能力的考试；
- 4、为社会各界人士开设多类型、多领域的汉语课程；
- 5、举办学术活动和其他与汉语及中国文化有关的竞赛；
- 6、为有意到中国留学的个人提供咨询服务；
- 7、为教育界及其他职业的人士提供参考资料。

#### 第四条 机构

由中国海洋大学和 TAMU 两方各推荐四人组成八人理事会对孔子学院进行管理。理事会将审核学院的活动计划，对筹集资金和策划未来的活动提供建议。

#### 第五条 总部义务

- 1、授权使用孔子学院名称，提供孔子学院标识；
- 2、提供多媒体课件和其他教材、辅助教材和音像材料，授权使用网上课程；
- 3、提供第一年启动经费 10 万美元，汇至 TAMU 为孔子学院开设的专门账户；
- 4、提供 3000 册图书、音像及多媒体教学资料；
- 5、派遣两名中方教师到 TAMU，并负担他们在此期间的国际旅费和工资；
- 6、同意就孔子学院的其他需求与 TAMU 进行协商并签订书面协议。

#### 第六条 TAMU 义务

- 1、提供适合的场所供孔子学院开展教学、办公和其他活动；
- 2、配备必需的办公条件、设施和管理；
- 3、为孔子学院开设专门账户；
- 4、为孔子学院配备必要的行政人员（可由相关人员兼职），并提供相关费用；
- 5、为中方派遣的教师提供必要的工作条件；
- 6、为中方派遣的教师协助办理进入美国境内从事教学活动所需的签证手续；
- 7、同意就孔子学院的其他需求与总部进行协商并签订书面协议。

## 第七条 项目指导

根据本协议所执行的活动均由亚太中心主任 Randy Kluver 博士进行监督指导。

## 第八条 协议有效期

本协议经双方签字后立即生效，有效期 5 年，经双方书面协议后可续签。

## 第九条 经费

当总部通过了由 TAMU 提交的经费议案后，总部将为学院提供第一年启动经费 10 万美金。本协议一经签订，总部将把此笔资金汇入以下账户：

### Financial Institution Information (ACH)

Account Name: TAMU Contracts & Grants

City and State: Bryan, Texas

Account Number: 2475688871

Bank Name: Wells Fargo

Bank Address: 3000 Briarcrest Drive, Bryan, Texas 77803

ACH Contact Name: Annie Jackson 979-776-3449

### Financial Institution Information (Wire)

Account Name: TAMU Contracts & Grants

Routing Number: 1210-0024-8

Account Number: 2475688871

International Swift Code: WFBIUS6S

Bank Name: Wells Fargo

Bank Address: 3000 Briarcrest Drive, Bryan, Texas 77803

Wire Contact Name: Annie Jackson 979-776-3449

### Texas A&M University Contact Information

Texas A&M University, Financial Management Services, 6000

TAMU, College Station, Texas 77843-6000

Tax ID: 746000531

Stacie Sodolak 979-845-4509

Receivable/Collections Manager

如需额外资金，TAMU 将于来年 9 月 15 号递交书面提案，并由双方协议决定。最终，孔子学院将通过项目的实施和授课的收入实现自负盈亏。

#### 第十条 知识产权

“孔子学院”及相关标识和徽章的知识产权为总部独家拥有。本协议有效期内，总部授予 TAMU 相关权利使用、复制和展示（以不违反相关法律为前提）“孔子学院”的名称，该使用权为非独家、不可转让并享受免费版权。本协议终止后，TAMU 不得以任何形式继续直接或间接使用和转让“孔子学院”及相关标识和徽章。

德州 A&M 大学孔子学院开发的项目中如有涉及到知识产权的问题，将遵守 TAMU 知识产权的相关规定。

#### 第十一条 出版

不经总部允许，TAMU 不得将总部的名称、总部雇员的名称用于广告、推广或促销的宣传材料上。

不经 TAMU 允许，总部不得将 TAMU 的名称、TAMU 雇员的名称用于广告、推广或促销的宣传材料上。

#### 第十二条 通告

所有通告或信函来往或通过个人送达，或经由邮资已付的快递方式送到以下地址：

TAMU: Institute for Pacific Asia, Mail Code 3371, Texas A&M University, College Station, TX 77843-3

总部: The Office of Chinese Language Council International, Division of Confucius Institute Affairs, 17th Floor, Fangyuan Mansion B56, Zhongguancun South St., Beijing 100044

Tel: 86-10-88026431

Fax: 86-10-88026129

邮件送达之日即为通告收到之日。

#### 第十三条 出口管制

TAMU 将遵守美国的出口管制法规，管理和控制技术数据的输出、计

计算机软件、实验室样品原型及其它商品。此外，对于某些技术数据和商品，可能会从美国相关政府机构申请许可证后方能进行输出转移。协议双方同意并保证，根据此协议开展的项目中，若产生任何技术数据、计算机软件或其它商品的交换，将遵循美国和中国的相关技术出口管制条款。

#### 第十四条 独立承包商

就此协议及由此产生的所有项目活动而言，协议双方必须是独立承包商而非代理或第三方雇员；未经协议一方书面授权同意，另一方不得擅自发表任何声明、报告或与第三方产生任何关联。

#### 第十五条 效力瑕疵

若本协议中的任何条款在应用于某人或某状况下被判为不合法、无效或不具可强制执行性，将不影响本协议其余部分的继续履行，也不影响该条款对其他人或在其它状况下的应用，但必须最大限度按照适用法规来执行。

#### 第十六条 争议的解决

双方在协议履行过程中若发生纠纷及争议，应本着友好的态度，按照 TAMU 规定的相关程序来解决纠纷。

#### 第十七条 协议终止

有下列情况之一的，本协议任何一方可终止该协议及其相关义务：

- 1、任何一方没有履行该协议，并且其缘由并不遵循下列条文；
- 2、协议一方在至少提前六个月书面通知对方后，可以终止本协议。

在此情况下，TAMU 将在协议终止日之前，给总部退还预支此协议未能达成的承诺的所有款项。

如一方失约，非失约方将按照本协议第十二条给失约方递送通告，要求其改正失约行为。如在收到通告后，该失约行为持续 30 个自然日，非失约方将按照第十二条规定给失约方递交终止协议的书面通告。

本协议解除时，协议双方应妥善安排孔子学院学生及相关工作。

第十八条 不可抗力

协议方在以下情况下可免除履行本协议规定义务：自然不可抗力、火灾、国家突发事件、战争、政府禁令、恐怖袭击或其他超出协议方控制范围的使协议方不能继续履行协议规定义务的事件。如发生此类事件，协议当事方须通知另一方，将项目延期或取消，将协议另一方的损失降至最低。

第十九条 协议语言

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

第二十条 其他事项

此协议囊括双方就合作建立孔子学院达成的各项协议条款，经双方同意，本协议可以在通过书面协议进行修改。

孔子学院总部

总干事

许琳

美国得克萨斯州 A&M 大学

代理校长

Dr.Ed Davis

日期: 2007.9.29

日期: 10/9/2007

## 关于合作建设得克萨斯州 A&M 大学孔子学院的协议 之补充条款

本补充条款系根据“孔子学院总部与美国得克萨斯州 A&M 大学关于合作建设得克萨斯州 A&M 大学孔子学院的协议”而制订。该协议签署于 2007 年 9 月，签署地分别为美国得克萨斯州 COLLEGE STATION 和中国北京：

- 1、 得克萨斯州 A&M 大学同意每年度为孔子学院的运营提供项目预算经费。其他资金来源包括孔子学院通过自身运营而获取的收入。
- 2、 孔子学院的项目经费将按照 1: 1 的比例由得克萨斯 A&M 大学与孔子学院总部共同分担。

签署：

孔子学院总部

美国得克萨斯州 A&M 大学

日期：2007. 9. 29

日期：10/9/2007

## Amendment to Agreement to establish a Confucius Institute at Texas A&M University

This amendment refers to the "AGREEMENT BETWEEN CONFUCIUS INSTITUTE HEADQUARTERS AND TEXAS A&M UNIVERSITY, USA FOR THE ESTABLISHMENT OF THE CONFUCIUS INSTITUTE AT TEXAS A&M UNIVERSITY" signed on September, 2007, in College Station, Texas, and Beijing, Peoples' Republic of China.

1. Texas A&M University agrees to budget programming funds for funding of Confucius Institute programming on a yearly basis. Other sources of funding will include funds raised by the Institute activities.
2. Funding for Confucius Institute activities at Texas A&M University will be on a matching 1:1 basis between Texas A&M University and the Confucius Institute Headquarters (Hanban).

Signed:

(for Texas A&M University)

(for Confucius Institute Headquarters)

Emily Young Ashworth  
Associate Vice Provost for  
International Programs

Date: 10/9/2007

Date: 24/9/2007