



**AGREEMENT BETWEEN  
CONFUCIUS INSTITUTE HEADQUARTERS OF CHINA  
AND  
THE UNIVERSITY OF TEXAS AT SAN ANTONIO  
OF THE UNITED STATES  
ON THE ESTABLISHMENT OF  
CONFUCIUS INSTITUTE AT THE UNIVERSITY OF TEXAS AT  
SAN ANTONIO**

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 in China and in the United States, the Confucius Institute Headquarters of China (“the Headquarters”) located at 129 Deshengmenwai Street, Xicheng District, Beijing, China, and the University of Texas at San Antonio( UTSA), a Texas state agency and a component institution of higher education of The University of Texas System, located at One UTSA Circle, San Antonio TX, 78249, USA, for the establishment of Confucius Institute at UTSA (the Institute), hereby agree as follows:

**Article 1 Purpose**

The purpose of this agreement is to identify the rights and responsibilities of the Headquarters and UTSA (each a “party” or collectively the “parties”) in the establishment and management of the Institute.

## Article 2 Character

The Institute shall be a non-profit educational institution.

## Article 3 Executive Institution

The Headquarters will authorize and appoint the University of International Business and Economics (UIBE) as the Chinese executive institution that will cooperate with UTSA in the establishment of the Institute. UTSA and UIBE have agreed to sign a supplementary agreement on detailed matters of the cooperation. Such agreement (“the Supplementary Agreement”) will be audited by the Headquarters before UIBE and UTSA sign it.

## Article 4 Scope of Activities

The Institute will provide the following services and activities in accordance with the standards set by the *Constitution and By-laws of Confucius Institute*, and the laws, rules, and regulations governing UTSA:

1. Teaching Chinese language and providing Chinese language teaching resources;
2. Training Chinese language instructors;
3. Holding the HSK examination (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; and
6. Other activities with authorization and by appointment of the Headquarters;

## Article 5 Organization

1. The Institute at UTSA shall establish a Board of Directors, which will consist of members from UIBE and UTSA, in accordance with the terms and

conditions of the Supplementary Agreement.

2. The Board of Directors duties shall include: formulating and amending the Constitution and By-laws of the Institute; formulating development plans for the Institute; decision-making on the significant issues including teaching, research and management; fund raising; appointing and dismissing Directors and Deputy Directors of the Institute; examining and approving the annual plans, annual reports, project implementation schemes, budget proposal and final financial accounts of the Institute; reporting on significant issues to the Headquarters and the President of UTSA and UIBE.

3. The Institute shall adopt a system in which the Director, who shall be from UTSA, and the Deputy Director, who shall be from UIBE, shall assume the main responsibilities for the Institute's daily operation and administration.

4. The institute, replying upon assessments conducted by the Headquarters, may impose teaching quality standards exceeding those that apply to UTSA courses or teachers.

5. To the extent authorized by the laws and Constitution of the State of Texas, UTSA agrees that the Institute activities and services must be in accordance with the *Constitution and By-laws of Confucius Institute*, should respect cultural custom, and also shall not violate applicable laws and regulations of the United States and of China

6. The Institute shall draw up plans for annual project, annual budget proposals and final financial accounts independently. UTSA, acting through the Director, will be in charge of the Institute's daily management and operation, The Institute should finally assume the sole responsibility for its profits or losses by charging fees for language courses and other programs.

## Article 6 Obligations

The obligations of the Headquarters:

1. To authorize the use of the title "Confucius Institute", and its related logos

and institute emblems.

2. To provide the Institute with teaching materials, courseware and other books as necessary; to authorize the Institute to use online courses; and to initially provide 3,000 volumes of Chinese books, teaching materials, and audio-visual materials to the Institute.
3. To provide a minimum of 150,000 US Dollars as a start-up fund and provide a set amount of annual operating funds as needed while this Agreement is in effect.
4. To send a minimum of two Chinese instructors who have the professional knowledge and teaching competence required by such positions and pay for their air fares and salaries.

The obligations of UTSA:

1. To provide, manage, and maintain a fixed office place and other appropriate sites for teaching and other activities of the Institute; which facilities shall be equipped with office and teaching facilities.
2. To provide necessary administrative personnel (full time or part-time) and provide the related payment; to provide necessary working facilities and administrative assistance for the Chinese instructors.
3. To provide the Chinese party with university documents or information needed for immigration purposes.
4. To establish and manage a separate account that will be within UTSA's accounting system and will be dedicated solely for the Institute funds.
5. To provide annual operating funds in an amount that will depend upon UTSA's finances and budget for each year. During each year of the Agreement, the amount of annual operating funds provided by UTSA will be matched by the Headquarters to ensure a one-to-one commitment by the Parties.

#### Article 7 Intellectual Property

The Headquarters exclusively owns the title of “The Confucius Institute”, its related logo, and emblem as its exclusive intellectual property. UTSA cannot continue applying or transferring the title, logo, and emblem in any form, either directly or indirectly, after this agreement has been terminated. Unless otherwise specified in writing, each party retains all its rights, title, and interest in intellectual property it supplies for use in the Institute. Jointly developed intellectual property will be jointly owned by UTSA and the Headquarters in direct proportion to their contribution. The parties will try to resolve any dispute relating to intellectual property through open, friendly discussions and negotiations that keep the goals of the Institute in mind.

#### Article 8 Revision

With the consent of both parties, this Agreement may from time to time be revised through a process of negotiation and discussion in a spirit of cooperation and good will and any revisions will be made in writing, in both English and Chinese, and will take effect when signed by authorized representatives of both parties.

#### Article 9 Term

The Agreement shall become effective on the date when both parties have signed below. The Agreement shall have a period of 5-year validity. If, during the 90-days before the end of the Agreement, neither party notifies the other in writing that it wishes to terminate the Agreement, then it will automatically be extended for another 5 years.

#### Article 10 Force Majeure

The 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 Headquarters or UTSA that renders the performance of this agreement impossible. In the event of such circumstance, the Headquarters or UTSA shall inform the other party in writing that the program may be delayed or terminated, in order to mitigate the loss of the other party.

#### Article 11 Termination

This Agreement shall be terminated, upon written notice, in one of the following cases:

1. Either party may terminate this Agreement upon giving the other party written notice at least six months in advance of their intention to terminate.
2. The Agreement cannot go through or cannot achieve the anticipated aim because of unanticipated, unforeseen mitigation circumstances or other force majeure events.

3. If the act of UTSA severely harms the image and reputation of the Institute, the Headquarters may terminate this agreement. If such notice is given, this Agreement will terminate: (a) immediately; or (b) when all registrants enrolled in a program offered by the Institute as the time such notice is given have completed their respective program whichever event occurs last. The Headquarters reserve the right of claiming its property when the Agreement terminates.

The termination of the Agreement will not affect any other agreement, contract and program between the two parties.

Before the Agreement is terminated, UTSA should make appropriate arrangements for the students enrolled in Institute courses or programs.

#### Article 12 Dispute Settlement

In the events of any dispute, the two parties should consult with each other in a friendly, cooperative manner or submit to a court of competent jurisdiction in close proximity to the Confucius Institute at UTSA.

Article 13 Agreement Language

This Agreement is written in Chinese and in English. Each party shall keep two copies of the signed Agreement: one of which shall be in Chinese and one of which shall be in English. The Agreement, although written in both languages, is intended to have and shall have the same effect.

Article 14 Other Terms

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

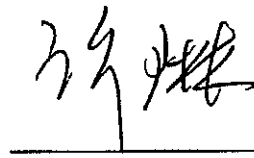
The University of Texas  
at San Antonio  
President

Confucius Institute  
Headquarters (HANBAN)  
Chief Executive



Ricardo Romo

Date: Nov. 12 '09



XU Lin

Date: 2009.10.6



## 中国孔子学院总部与美国德克萨斯大学圣安东尼奥分校 关于合作设立圣安东尼奥分校孔子学院的协议

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，中国孔子学院总部（位于中国北京市西城区德胜门外大街129号，以下简称总部）与美国德克萨斯大学圣安东尼奥分校（德克萨斯州立机构，为德克萨斯大学系统高等教育院校之一，位于美国德克萨斯州圣安东尼奥大学城，邮政编码78249。以下简称圣安东尼奥分校）就合作设立圣安东尼奥分校孔子学院（以下简称学院）达成如下协议：

### 第一条 宗旨

本协议的宗旨在于规定在合作设立和经营管理学院过程中总部和圣安东尼奥分校（双方各自或双方共同）的权利和义务。

### 第二条 学院的性质

学院系非营利性教育机构。

### 第三条 执行机构

总部将授权并委托对外经济贸易大学作为中方具体执行机构，与圣安东尼奥分校合作建设学院。圣安东尼奥分校与对外经济贸易大学同意将就具体合作事宜另行签订补充协议。补充协议签署前须报总部审核。



#### 第四条 业务范围

根据《孔子学院章程》和管辖圣安东尼奥分校的法律、规章和制度，学院可开展以下活动或提供以下服务：

- 1、开展汉语教学，提供汉语教学资源。
- 2、培训汉语教师。
- 3、举办汉语考试和汉语教师资格认证考试。
- 4、提供中国教育、文化等信息咨询。
- 5、开展语言文化交流活动。
- 6、其他经总部授权或委托开展的活动。

#### 第五条 组织、经营和管理

1、学院成立理事会。理事会将根据补充协议的条款和规定，由圣安东尼奥分校和对外经贸大学双方推荐人选组成。

2、理事会职责是：制定和修改学院章程；制定学院发展规划；决定教学、研究及经营方面的重大事项；负责筹集办学经费；任免学院院长和副院长；审批学院的年度计划、年度报告、项目实施方案、预算和决算；向总部以及圣安东尼奥分校校长和对外经贸大学校长报告学院重大事项等。

3、学院实行院长负责制。圣安东尼奥分校派一名院长，对外经贸大学派一名副院长，负责学院的日常运营和管理。

4、学院根据总部评估要求，办学质量标准可高于圣安东尼奥分校对本校课程和教师的要求。

5、在德克萨斯州法律和政策规定范围内，圣安东尼奥分校同意学院开展活动须符合《孔子学院章程》，尊重中国和美国的文化习俗，不违背中国和美国法律法规。

6、学院单独制定年度计划，编制年度预算和决算，圣安东尼奥

分校通过院长具体负责学院的日常管理和运营。学院最终通过教学和实施其他项目的收入实现自负盈亏。

## 第六条 双方义务

### 总部义务:

- 1、授权使用孔子学院名称及相关标识。
- 2、根据需要向学院提供各种教材、课件和图书，授权学院使用网络孔子学院课程。向学院首批提供 3000 册中文图书、教材和音像资料。
- 3、提供至少 15 万美元启动经费，并在本协议生效后，根据需要每年提供一定数额的项目经费。
- 4、选派至少 2 名具备职位所要求的专业知识和教学能力的汉语教师，并负担其国际旅费、工资等。

### 圣安东尼奥分校义务:

- 1、为学院提供固定的办公场地和适合的教学及其他活动场所，配备必要的办公、教学设备并负责其管理和维护。
- 2、为学院配备必要的行政人员（专职或兼职），并提供相关费用。为中方派遣人员提供必要的工作条件和协助。
- 3、向中方派遣人员提供办理入境及居留手续所需的校方文件和信息。
- 4、在圣安东尼奥分校的财务系统开设专用于管理学院经费的独立账户。
- 5、根据圣安东尼奥分校每年的财政状况和预算，提供年度项目经费。在协议期内，圣安东尼奥分校提供与总部相配套的年度项目经费，确保双方一比一对等投入。

## 第七条 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。本协议终止后，圣安东尼奥分校不得以任何形式继续直接或间接使用和转让。除非经过书面特别明确，各方保留其向学院所提供知识产权的权利、名称和利益。

圣安东尼奥分校和总部合作开发的项目，将根据各自贡献大小确定知识产权拥有的比例。双方将通过坦诚和友好的方式讨论、协商解决知识产权争议，并将学院目标放在首位。

## 第八条 协议的修改

经双方同意，本协议可本着合作和友好的精神不定期进行修改；所有的修改均以中英文两种语言书面做出，并经双方授权代表签字后生效。

## 第九条 协议的有效期

本协议自双方签字之日起生效。本协议有效期为五年。如果在有效期截止前九十天内，双方均未书面通知对方终止本协议，则本协议有效期自动延长五年。

## 第十条 不可抗力

协议方在以下不可抗力情况下可免除履行本协议规定义务：国家紧急状态、发生战争，政府颁布禁令，发生其他超出总部或圣安东尼奥分校控制范围的使协议方不能继续履行协议规定义务的事件等。如发生此类情况，总部或圣安东尼奥分校须书面通知另一方，将项目延期或取消，将协议另一方的损失降至最低。

### 第十一条 协议终止

有下列情况之一的，经书面通知，本协议将终止：

1、协议一方要求终止本协议，并且至少提前六个月书面通知对方。

2、因意外或无法预料的环境改变或其他不可抗力等原因，协议无法履行或继续履行无法达到预期目的。

3、如果圣安东尼奥分校有严重损害孔子学院声誉与形象的行为总部可终止该协议。通知发出后，协议将：（1）立即终止；或者（2）在终止通知发出后，所有在学院注册课程的学员完成他们预期课程后终止。协议终止时，总部保留其权益追偿的权力。

本协议的解除不影响双方正在执行的单独协议、合同或项目。  
本协议解除时，圣安东尼奥分校应妥善安排学院学生。

### 第十二条 争议的解决

双方在协议履行过程中若发生纠纷及争议，应本着友好的精神协商解决。协商未果的，可在圣安东尼奥分校孔子学院附近有管辖权的法院提起诉讼。

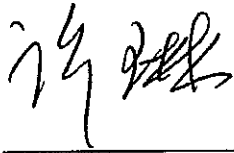
### 第十三条 协议语言

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

### 第十四条 其他事项

本协议未尽事宜由双方通过友好协商加以解决。

孔子学院总部  
总干事

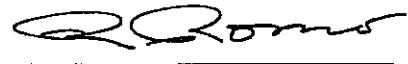


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许琳

日期: 2009. 10. 6

圣安东尼奥分校  
校长



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Ricardo Romo

日期: Nov. 12 '09