

**AGREEMENT BETWEEN
THE CONFUCIUS INSTITUTE HEADQUARTERS, P.R.CHINA
AND
THE UNIVERSITY OF TEXAS AT DALLAS, USA
FOR THE ESTABLISHMENT OF
CONFUCIUS INSTITUTE AT THE UNIVERSITY OF TEXAS AT
DALLAS**

In order to strengthen educational cooperation between China and the State of Texas (the United States of America), support and promote the development of Chinese language education, and increase mutual understanding between the peoples of China and the State of Texas (the United States of America), the Confucius Institute Headquarters(hereinafter referred to as “The Headquarters”) and The University of Texas at Dallas, hereinafter referred to as “UTD,” hereby agree as follows:

Article 1 Purpose

The purpose of this Agreement is to identify the rights and responsibilities of The Headquarters and UTD in the establishment of the Confucius Institute at UTD.

Article 2 Character

The Confucius Institute at UTD shall be a non-profit institute with the purpose of enhancing intercultural understanding in Texas by sponsoring courses of Chinese language and culture.

Article 3 Executive Institution

Whereas, UTD and China Three Gorges University agree to work together and with the authorization and appointment of The Headquarters, UTD will construct the Confucius Institute with UTD as the executive institution. The two parties of cooperation can sign the supplementary agreement on the matters not settled by this Agreement. The supplementary agreement should be audited by The Headquarters before signing.

Article 4 Scope of Activities

The Confucius Institute at UTD can provide the following Chinese teaching courses and programs according to local needs:

1. Teach Chinese using a variety of methods including multimedia and the Internet;
2. Train teachers to teach Chinese in primary schools, high schools and colleges;
3. Administer the Chinese Proficiency Test and tests to certify ability to teach Chinese as a foreign language;
4. Teach Chinese courses of various types in various areas for all circles of people;
5. Sponsor academic activities and Chinese competitions;
6. Show Chinese movies and TV programs;
7. Provide consulting services for individuals wishing to study in China;
8. Provide reference materials for the educational and other professional individuals.

Article 5 Organization

The Confucius Institute shall have a Board of Advisors, and two parties will be represented on the Board of Advisors. The Board of Advisors shall have the responsibility for the operation of the Confucius Institute.

Article 6 Obligations

The obligations of The Headquarters:

1. To authorize the use of the title “Confucius Institute”, and provide logos and institute emblems;
2. To provide multimedia courseware and other teaching materials, supplementary materials, and audio-visual materials authorized by the Head office of The Headquarters; and to authorize the use of online courses;
3. To provide 100,000 US Dollars as a start-up fund, payable to the special account opened by UTD;
4. To provide 3,000 volumes of books, audio-visual, and multimedia materials;
5. To send one or two Chinese instructors and pay for their air fares and salaries.

The obligations of UTD:

1. To provide an appropriate site for the Confucius Institute to carry out its activities; to provide the necessary conditions and facilities management to establish the Confucius Institute and to manage the account for the Confucius Institute;
2. To provide necessary administrative personnel (full time or part-time) and provide the related payment;
3. To provide necessary working conditions for the Chinese instructors;
4. Provide the Chinese party at the Institute with university documents or information needed for immigration purposes;
5. Agree to discuss with The Headquarters any further requirements of the Confucius Institute.

Article 7 Financial Support

The Confucius Institute will be initially jointly funded by UTD and The Headquarters. The Institute should finally assume sole financial responsibility for its activities by charging language course and other program fees sufficient to cover all its operation costs.

Article 8 Intellectual Property

The Headquarters exclusively owns the title of “The Confucius Institute”, its related logo, and plaque (or badge) as its exclusive intellectual property. UTD cannot continue applying or transferring the title, logo, and plaque (or badge) in any form, either directly or indirectly, after this Agreement has been terminated. The provider owns intellectual property of the certain program. The parties should try to resolve any disputes through amicable discussion. In the events of any dispute that cannot be resolved by discussion between the two parties, any dispute resolution or litigation shall be according to the laws of the State of Texas.

Article 9 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 signed by authorized representatives of the parties.

Article 10 Term

The Agreement shall be effective on the date when the two parties sign below. The Agreement shall have a period of validity of 5 years. 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 11 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 under the situation shall provide written notice to the other party so the program may be delayed or terminated in order to mitigate the loss of the other party.

Article 12 Termination

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

1. Either party may terminate this Agreement upon giving written notice at least six months in advance of their intention to terminate;
2. The two parties have no aspiration of cooperation at the expiration of the term;
3. The Agreement can not go through or can not achieve the anticipated aim because of unanticipated/unforeseen mitigating circumstances;
4. If the act of UTD severely harms the image and reputation of the Confucius Institute, The Headquarters may terminate the Agreement immediately. If such notice is given, this Agreement shall terminate: (a) immediately; or (b) when all registrants enrolled in a program offered by the Confucius Institute at 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;
5. The Agreement can not go through because of force majeure.

The termination of the Agreement can not affect some other agreement, contract

and program between the two parties.

Before the Agreement is terminated, UTD should make appropriate arrangements for the enrolled students and other works.

Article 13 Governing Law for Dispute Settlement

This Agreement shall be construed and enforced according to the laws of the State of Texas.

Article 14 Agreement Language

This 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 effect.

Article 15 Other Terms

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



Dr. David E. Daniel
President

The University of Texas at Dallas,
USA



Confucius Institute Headquarters
P.R.China

Date: Nov 5, 2007

Date: 2007 5 11 A 5 40

**孔子学院总部
与
美国得克萨斯州大学达拉斯分校
关于合作建设得克萨斯州大学达拉斯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，孔子学院总部（以下简称总部）与美国得克萨斯州大学达拉斯分校（以下简称得州达拉斯分校）就合作建设得克萨斯州大学达拉斯分校孔子学院达成如下协议：

第一条 宗旨

本协议的宗旨在于规定在合作成立和运作得州达拉斯分校孔子学院过程中总部和达拉斯分校的权利和义务。

第二条 孔子学院的性质

得州达拉斯分校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得州人民对中国的了解。

第三条 执行机构

鉴于得州达拉斯分校与三峡大学已达成合作共识，经总部授权和委托，得州达拉斯分校将作为具体执行机构与三峡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。

第四条 业务范围

根据当地实际情况，得州达拉斯分校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、放映中国电影和电视节目；
- 7、为有意到中国留学的个人提供咨询服务；
- 8、为教育界及其他职业的人士提供参考资源。

第五条 组织和管理

双方将推荐人选组成理事会对孔子学院进行管理。

第六条 双方义务

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 10 万美元启动经费，汇至得州达拉斯分校在当地银行为孔子学院开设的专门帐户；
- 4、提供 3000 册图书、音像及多媒体教学资料；
- 5、提供 1-2 名汉语教师，并负担其国际旅费、工资等。

得州达拉斯分校义务：

- 1、提供适合的场所供孔子学院开展教学、办公和其他活动，配备必备的办公设备并负责安装、管理和维护并为孔子学院开设账户；
- 2、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；
- 3、为中方派遣人员提供必要的工作条件；
- 4、协助办理中方人员进入该国境内从事教学活动所需的手续；
- 5、同意就孔子学院的其他需求与总部进行协商。

第七条 经费

得州达拉斯分校孔子学院的运营经费由双方共同筹措，最终将通过孔

子学院项目的实施和授课的收入实现自负盈亏。

第八条 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，得州达拉斯分校不得以任何形式继续直接或间接使用和转让。得州达拉斯分校孔子学院开展的有知识产权的具体项目，其知识产权由提供方拥有。若双方在知识产权方面产生争议，应在友好协商的基础上进行协商。协商不成的，按照得克萨斯州相关法律进行处理。

第九条 协议的修改

经双方同意，本着合作和友好的精神，本协议可以在谈判和商讨过程中进行修改，所有的修改均以中英文两种语言书面做出，应经双方授权代表签字。

第十条 协议的有效期

本协议经双方签字生效。本协议有效期为五年，如在本协议有效期截止前九十天内，双方均未书面通知对方不延长本协议的有效期限，则本协议有效期自动延长五年。

第十一条 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：国家突发事件、战争、政府禁令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。

第十二条 协议终止

有下列情况之一的，本协议终止：

- 1、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；
- 2、协议期限届满，双方无继续合作的意愿；
- 3、履行该协议的条件已丧失，协议无法履行或继续履行无法达到预期目的；

4、得州达拉斯分校有严重损害孔子学院声誉与形象的行为的，一经发现，总部可立即解除本协议并追究对方的违约责任。终止协议的通知发出后，该协议 1) 立即终止；2) 如有孔子学院提供的课程正在进行，则需待所有参与者完成项目学习后终止协议；

5、因不可抗力致使该协议无法履行的。

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。

协议解除时，得州达拉斯分校应妥善安排孔子学院学生及相关工作。

第十三条 管辖法律及争议的解决

本协议受得克萨斯州相关法律管辖。

第十四条 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，两种文本有同等效力。

第十五条 其他事项

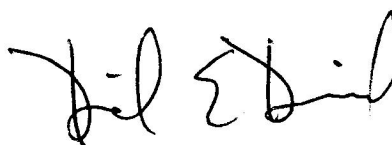
本协议未尽事宜由双方通过友好协商加以解决。

孔子学院总部

美国得克萨斯州大学达拉斯分校

校 长

Dr. David E. Daniel



日期: 2007年11月5日

日期: November 5, 2007