

室编号	27	馆编号	
机构或问题	孔子学院协议		

中国国家汉语国际推广领导小组办公室
与
英国伦敦南岸大学
关于合作建设伦敦中医孔子学院的协议

为进一步加强中国与英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,中国国家汉语国际推广领导小组办公室(以下简称“汉办”)与英国伦敦南岸大学(以下简称“南岸大学”)就合作建设伦敦中医孔子学院(以下简称“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孔子学院过程中汉办和南岸大学的权利和义务。

第二条 孔子学院的性质

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英国人民对中国的了解,其盈利全部用于孔子学院自身的发展。

第三条 执行机构

鉴于南岸大学与黑龙江中医药大学和哈尔滨师范大学已达成合作共识,经汉办授权和委托,黑龙江中医药大学和哈尔滨师范大学将作为具体执行机构与南岸大学合作建设孔子学院,合作三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,须报汉办审核。

第四条 业务范围

根据当地实际情况,孔子学院可开展以下项目或其他与中医教学

及中国文化相关的活动:

- 1、中医、针灸、推拿和按摩、中草药、中医美容等有关专业的学历教育;
- 2、为当地开设的中医诊所培训合格的中医医务人员;
- 3、建立和当地医学界的联系,协助国内中医药院校和英国高校开展国际交流与合作,促进中西医之间的交流,促进中医进入英国主流医疗体系;
- 4、推广太极拳、书法等中国传统的健身益智活动,扩大中华文化的影响;
- 5、开展中医药方面的学术活动,如举办研讨会、专题报告会等;
- 6、通过举办各种活动,如义诊、咨询等,宣传和普及推广中医药及中国文化的知识;
- 7、为有意到中国留学的个人提供咨询服务;
- 8、为教育界及其他行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

汉办义务:

- 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,汇至伦敦南岸大学在当地中国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 名中医药专业和汉语专业教师,并负担其国际旅费、工资等;

南岸大学义务:

- 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;
- 2、为孔子学院筹措 260 万美元启动经费(含第一期运作资金 20 万美元),并在当地中国银行为孔子学院开设专门帐户;
- 3、为孔子学院配备必要的行政人员,并承担相关费用;
- 4、为中方派遣人员提供必要的工作条件;
- 5、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;
- 6、同意就孔子学院的其他需求与汉办进行协商。

第七条 经费

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汉办独家拥有。本协议终止后,南岸大学不得以任何形式继续直接或间接使用和转让。

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,合作开发的项目由双方协商确定知识产权。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,按照相关法律规定及国际惯例提交有管辖权的机构裁定。

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，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、协议一方有严重损害孔子学院声誉与形象的行为的，一经发
现，另一方可立即解除本协议并追究对方的违约责任；
- 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；

本协议解除时，南岸大学应妥善安排孔子学院学生及相关工作。

第十三条 争议的解决

双方在协议履行过程中若发生纠纷及争议，应本着友好的态度协
商解决，协商未果的，向协议签订地法院提起诉讼。

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，两种文本具有同等效力。

**AGREEMENT BETWEEN
THE OFFICE OF CHINESE LANGUAGE
COUNCIL INTERNATIONAL, CHINA
AND
LONDON SOUTH BANK UNIVERSITY, UK
FOR THE ESTABLISHMENT OF
THE CONFUCIUS INSTITUTE FOR
TRADITIONAL CHINESE MEDICINE, LONDON**

In order to strengthen educational cooperation between China and UK, support and promote the development of education of Chinese medicine, and increase mutual understanding between Chinese and British peoples, the Office of Chinese Language Council International (hereinafter referred to as Hanban) and the London South Bank University (hereinafter referred to as LSBU) hereby agree to cooperate in establishing the Confucius Institute for Traditional Chinese Medicine, London (hereinafter referred to as the Confucius Institute) as follows:

Article 1 Purpose

The purpose of this agreement is to identify the rights and responsibilities of Hanban and LSBU in the establishment and operation of the Confucius Institute at LSBU.

Article 2 Character

The Confucius Institute shall be a non-profit educational institution with the purpose of enhancing intercultural understanding in UK by sponsoring courses of Chinese medicine and culture. All of its surplus shall be dedicated to the development of the institute itself.

Article 3 Executive Institution

Whereas LSBU, Heilongjiang University of Chinese Medicine and Harbin Normal University agree to work together and with the

authorization and appointment of Hanban, Heilongjiang University of Chinese Medicine and Harbin Normal University will serve as the executive institutions to cooperate with LSBU in constructing the Confucius Institute. The three parties of cooperation shall sign a supplementary agreement on the matters unsettled by this Agreement. The supplementary agreement shall be audited by Hanban before signing.

Article 4 Scope of Activities

The Confucius Institute can provide the following courses and programs according to local instances:

1. To offer degree education in courses such as Chinese medicine, acupuncture, Tuina & massage, traditional Chinese pharmacology and traditional Chinese cosmetology;
2. To train qualified medical personnel of Chinese medicine for local clinics of Chinese medicine;
3. To maintain contacts with British medical circles, assist in the exchange and cooperation between Chinese medical universities and British universities, promote communications between Chinese and western medicines, and promote the acceptance of Chinese medicine as part of the British medical system;
4. Popularize fitness activities like Taijiquan and Chinese calligraphy to increase the understanding of Chinese culture;
5. Sponsor academic activities such as seminars and workshops in the field of Chinese medicine;
6. To publicize and popularize knowledge of Chinese medicine and culture by sponsoring various activities such as charity diagnosis and consultancy;
7. To provide consulting services for individuals wishing to study in China;
8. To provide reference materials for the educational and other professional individuals.

Article 5 Organization

The two parties shall nominate members of the Board of Trustees, which

shall have the responsibility for the operation of the Confucius Institute.

Article 6 Obligations

The obligations of Hanban:

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 Hanban; 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 LSBU in the local Bank of China.
4. To provide 3,000 volumes of books, audio-visual, and multimedia materials.
5. To send one or two instructors of Chinese medicine or Chinese language from China and pay for their air fares and salaries.

The obligations of LSBU:

1. To provide an appropriate site for the Confucius Institute to carry out its activities; to provide the necessary conditions and facilities for the operation of the Confucius Institute and take charge of their installation, management and maintenance;
2. To raise a start-up fund of 2.6 million US dollars (including the first phase operation fee of 200 thousand US dollars), and open a special account for the Confucius Institute in the local Bank of China.
3. To provide necessary administrative personnel (full time or part-time) and related payment.
4. To provide necessary working conditions for the Chinese instructors.
5. To assist the Chinese party at the Institute with all immigration procedures.
6. To agree to discuss with Hanban about any further requirements of the Confucius Institute.

Article 7 Financial Support

The Confucius Institute will be jointly funded by LSBU and Hanban, and

it shall finally assume sole responsibility for its profits or losses by charging fees for course and other programs.

Article 8 Intellectual Property

Hanban exclusively owns the title of “the Confucius Institute”, its related logo, and plaque (or badge) as its exclusive intellectual property. LSBU shall not continue applying or transfer 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 right of the program provided. The two parties shall consult about the ownership of intellectual property of the co-operated programs. In the event of any dispute, the two parties shall consult with each other friendly or submit the dispute to the jurisdictional organ according to the related laws and regulations.

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. Any revisions shall 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 inform 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 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 cannot go through or cannot achieve the anticipated aim because of comedown of the condition.
4. If the act of one party of the Agreement severely harms the image and reputation of the Confucius Institute, the other party shall terminate the Agreement immediately and reserve the right of claim.
5. The Agreement cannot go through because of force majeure.

The termination of the Agreement shall not affect the implementation of any other agreements, contracts or programs between the two parties.

Before the Agreement is terminated, LSBU should make appropriate arrangements for the enrolled students and other related affairs.

Article 13 Dispute Settlement

In the event of any dispute, the two parties shall seek a settlement through friendly consultation. In case of failure to reach agreement, the dispute shall be referred to the jurisdictional organ of the place where this Agreement is signed.

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, both texts being equally authentic.