

**AGREEMENT BETWEEN
Tsinghua University
AND
THE LONDON SCHOOL OF ECONOMICS AND POLITICAL
SCIENCE
ON THE ESTABLISHMENT OF
CONFUCIUS INSTITUTE FOR BUSINESS LONDON**

In order to strengthen educational cooperation between China and the United Kingdom, support and promote the development of Chinese language education, and increase mutual understanding between people in China and in the United Kingdom, according to *the Constitution and By-laws of Confucius Institutes, The Agreement Between Tsinghua University and The London School of Economics and Political Science (LSE)*), Tsinghua University and the London School of Economics and Political Science in the United Kingdom, with the purpose of establishing the Confucius Institute for Business London, hereby agree as follows:

Article 1 Purpose

The purpose of this agreement is to identify the rights and responsibilities of Tsinghua University and the London School of Economics and Political Science in the establishment and management of the Institute.

Article 2 Character

The Institute shall be a not-for-profit educational institution.

Article 3 Executive Institution

LSE will collaborate with Tsinghua University which is authorized by Han Ban as the executive institution in the establishment of the Confucius Institute for Business London (CIBL). LSE and Tsinghua University will sign this supplementary agreement on more detailed matters of the cooperation. The supplementary agreement should be approved by Hanban after signing.

Article 4 Scope of Activities

The Institute will deliver the following activities according to the Constitution and By-laws etc.:

1. Teaching Chinese language and providing Chinese language teaching

resources specializing in Mandarin for Business

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;
6. Other activities with the approval of all parties (LSE, Tsinghua and Hanban if applicable)

Article 5 Organization

1. The Confucius Institute for Business London shall have two Directors, one appointed by LSE and one from Tsinghua, who will share management responsibilities in ways best suited to the smooth running of the Institute. These will be mutually agreed by both parties and may be subject to change, again with agreement of the two parties. The two directors will report to committee equivalent to a board of directors which will be named the CIBL Steering Committee (SC).

2. The CIBL Steering Committee comprises up to 10 members nominated by the two parties, and its duties include advising on the following issues: any changes to the Constitution of the Institute; development plans for the Institute; strategic issues; fund raising; appointing or dismissing Directors of CIBL; approving budget proposals and final financial accounts of the Institute.

The CIBL Steering Committee should hold one or two meetings a year, in London and Beijing.

3. Additionally an Advisory Council will be set up for the Confucius Institute for Business London. Council members include representatives from HSBC, BP, John Swire and Sons, Deloitte and Touche, Standard Chartered Bank, Embassy of the People's Republic of China in the United Kingdom of the Great Britain and Northern Ireland, HanBan /the Confucius Institute Headquarters of China, LSE and Tsinghua University. The Advisory Council will help consider future funding methods for Confucius Institute for Business London, and offer guidance and support and consider reports from the CIBL Academic Steering Committee.

4. The CIBL Directors (UK & China) will share over-arching responsibilities in cooperation with the CIBL Manager (or other relevant named role) for teaching and cultural activities; annual work plans; administration; recruiting, training, and assessing instructors and other staff; following and developing administrative regulations of the Confucius Institute; preparing budgets and final accounts. Both Directors must agree on key issues of employment, annual budgets, final account and annual programs.

5. The Institute will collaborate with Hanban on issues relating to teaching quality and will follow any relevant guidelines issued by LSE and Tsinghua. The aim of CIBL will be to offer the highest standard of teaching possible.

6. The Institute activities must be in accordance with the relevant Constitution and By-laws, respect different cultures and customs, and shall not contravene the laws and regulations of the UK and China.

Article 6 Obligations

The obligations of Tsinghua University:

1. To dispatch three or more instructors to the Confucius Institute for Business London each year for teaching and administration according to the Institute's needs.
2. To provide teaching materials, courseware and other books as necessary, and authorize the use of online courses. To provide Chinese books, teaching materials, and audio-visual materials each year.
3. To provide cooperation in continuing education, undergraduate education and graduate education concerning Chinese language and business in Tsinghua University, and provide support to the training of international business Chinese language instructors.
4. To set up the office of Confucius Institute for Business London (Beijing Campus), providing the staff, site, and equipment at the service of the student and business people who come to visit and study in Beijing from the Confucius Institute for Business London.

The obligations of the London School of Economics and Political Science

1. To provide properly equipped and furnished office space and

appropriate spaces for teaching and other activities of the Confucius Institute with responsibility for maintenance.

2. To provide necessary administrative personnel (full time or part-time); to provide necessary working environment and living support for the Chinese instructors.

3. To assist the Chinese parties with visa applications and residence procedures.

4. To maintain an independent account for Confucius Institute for Business London under the overall account system of LSE.

Article 7 Financial Support

The Confucius Institute for Business London will receive funds from the original sponsors, teaching and other related income generating activities, funding from Hanban, matched funding and any other agreed support from the London School of Economics and Political Science. Tsinghua University is responsible for the cost of dispatching instructors and office expenditure of the Confucius Institute for Business London - Beijing branch. The Institute draws up annual budget proposals and final financial accounts independently. It assumes the sole responsibility for its profits or losses.

Article 8 Intellectual Property

LSE and Tsinghua jointly own collaborative programs developed by CIBL. In the event of any dispute, the two parties will consult with each other and attempt on a collegiate basis to seek a resolution.

Article 9 Revision

With the consent of both parties, this Agreement may be revised during its implementation and any revisions will be made in writing, both in English and Chinese, and will take effect as signed by authorized representatives of the parties.

Article 10 Term

The Agreement shall take effect on the date when the two parties sign below. The Agreement will be valid for a period of 5 years. Either party, if it then wishes to terminate the Agreement, must notify the other in writing during the 90 days before the end of the Agreement, otherwise 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 in writing that the program may be delayed or terminated, and duly take the effective measures to mitigate the loss of the other party.

Article 12 Termination

This Agreement shall be terminated in any of the following cases, when:

1. Either party wishes to terminate this Agreement, upon giving a written notice at least six months in advance of their intention to terminate.
2. The two parties have no desire to extend cooperation, on giving written notice according to Article 10, at the expiration of the term.
3. The Agreement cannot proceed or cannot achieve its anticipated aims because of an operational breakdown, on written agreement by the parties indicating this is the position.
4. If one party of the Agreement severely harms the image and reputation of the Confucius Institute, on written notice of termination by the injured party.
5. The Agreement cannot proceed because of force majeure, according to Article 11.

The termination of this Agreement will not affect other agreements, contracts and programs between the two parties.

Before the Agreement is terminated, CIBL will make appropriate arrangements for students currently enrolled and for other works that may be adversely affected.

Article 13 Dispute Settlement

In the events of any dispute, the two parties will make every attempt to resolve differences in an amicable manner before resorting to legal proceedings.

Article 14 Agreement Languages

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

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Agreement. The Agreement, in both languages, shall have the same authority.

Article 15 Other Terms

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

Tsinghua University



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Date:

2009.7.8

The London School of Economics
and Political Science



Date:

16.09.2009

RECEIVED

清华大学与伦敦经济政治学院 关于合作建设伦敦商务孔子学院的协议

(二〇〇九年七月)

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，根据《孔子学院章程》，中国清华大学（以下简称清华）与英国伦敦经济政治学院（以下简称LSE）就合作建设伦敦商务孔子学院（以下简称CIBL）达成如下协议：

第一条 协议宗旨

本协议的宗旨，是规定在合作建设和管理 CIBL 过程中清华和 LSE 的权利与义务。

第二条 学院性质

伦敦商务孔子学院系非营利性教育机构。

第三条 执行机构

伦敦经济政治学院与清华大学致力合作建设伦敦商务孔子学院。伦敦经济政治学院和作为中方执行机构的清华大学，将就合作的具体事项签署此补充协议。本补充协议签字后需经汉办孔子学院总部核准。

第四条 业务范围

伦敦商务孔子学院将根据孔子学院章程和当地情况开展以下活动：

- 1、教授汉语，提供汉语教学资源，特别是商务汉语；
- 2、培训汉语教师；
- 3、举办汉语水平考试（HSK）和汉语教师资格认证考试；
- 4、提供有关中国的教育和文化等信息咨询；
- 5、开展语言文化交流活动；
- 6、其他经总部、LSE 或清华同意的活动。

第五条 组织管理

1、伦敦商务孔子学院由 LSE 和清华各委派一名院长，以最适合学院顺利运行的方式，共同承担管理责任。院长的委派应经双方同意；如有更换，亦应取得双方同意。两位院长将向 CIBL 指导委员会报告工作。

2、CIBL 指导委员会由双方共提名 6-8 人选组成，其职责是：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；筹集办学经费；任免学院院长；审批学院的预算和决算；向合作双方报告学院经营状况和重大事项等。

指导委员会每年召开两次会议，可以在伦敦或北京举行。

3、设立伦敦商务孔子学院的顾问委员会。委员会成员包括汇丰银行、英国石油、太古集团、德勤会计事务所、渣打银行、中国驻英国使馆、汉办/孔子学院总部、伦敦经济政治学院和清华大学的代表。顾问委员会将帮助考虑伦敦商务孔子学院

运作资金的筹集渠道，以及提供其他指导和支持。

4、合作双方各委派一名院长。院长负责 CIBL 教学工作和文化活动的日常运作事务。负责制定和实施年度工作计划和中长期工作计划。负责招聘、管理、培训和考核教师及职员。负责制定 CIBL 内部管理制度。负责编制预算和编制决算。负责申报重要项目和监督项目的实施。CIBL 的教师及职员的聘任书，年度预算书和决算书，重要项目申报书等，由中英双方院长共同签署。

5、CIBL 接受汉办的办学质量评估，接受 LSE 和清华的有关指导意见。CIBL 的目标是努力提供最高质量标准的教学。

6、CIBL 开展活动须符合《孔子学院章程》，并应尊重中国和英国的文化习俗，不违反中国和英国的法律规定。

第六条 双方义务

清华大学的义务：

1、根据需要每年派遣 3 名或更多教师到伦敦商务孔子学院担任教学和管理工作的。

2、根据需要提供教材、课件和参考资料，以及授权使用网络教学资源。

3、提供涉及汉语和商务在清华大学的培训教育、本科教育和研究生教育的合作。提供国际商务汉语教师培训的支持。

4、设立伦敦商务孔子学院（北京分院）办公室，提供办公人员、办公场所和办公设备，为伦敦商务孔子学院前来北京学习和访问的学生以及商界人士提供服务。

伦敦经济政治学院的义务：

1、为 CIBL 提供固定的办公场地和合适的教学及其他活动场所，配备必要的办公、教学设备并负责其安装、管理和维护。

2、为 CIBL 配备必要的行政人员，并提供相关费用。为中方派遣人员提供必要的工作条件和生活便利。

3、协助中方派遣人员办理入境及居留手续。

4、在当地银行为 CIBL 开设专门账户。

第七条 经费

伦敦商务孔子学院的运营经费由汉办孔子学院总部和伦敦经济政治学院共同筹措。原则上 LSE 承担的经费不少于二分之一。清华大学则负责派遣教师和伦敦商务孔子学院（北京分院）的办公费用。

CIBL 单独编制年度预算和决算。CIBL 最终通过教学和实施其他项目的收入实现自负盈亏。

第八条 知识产权

LSE 和清华大学共同拥有 CIBL 合作开发项目的知识产权。如发生争议，双方应在平等的基础上磋商寻求解决办法。

第九条 协议的修改

经双方同意，本协议在执行过程中可以进行修改；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。

第十条 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。任何一方如无延长本协议有效期意愿，必须在有效期截止前九十天书面通知对方，否则，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：国家发生战争，政府颁布禁令，发生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等。如发生此类情况，协议当事方须书面通知另一方，将项目延期或取消，并应采取及时有效的措施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，本协议将终止：

- 1、协议一方要求终止本协议，并且至少提前十二个月书面通知对方。
- 2、协议期限届满，双方无继续合作的意愿。
- 3、履行本协议的条件已丧失，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。
- 5、因不可抗力致使本协议无法履行。

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，伦敦经济政治学院应妥善安排孔子学院在学学生及相关工作。

第十三条 争议的解决

若发生争议，在诉诸法律之前，双方应本着友好的精神以

最大努力协商解决。

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。

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。

清华大学



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日期:

2009.7.8

伦敦经济政治学院



日期:

16.09.2009