

(三) 提供 15 万美元启动经费，并根据需要每年提供一定数额的项目经费。

(四) 根据办学需要选派教师若干名，并负担其国际旅费、工资等。

二、考文垂大学义务：

(一) 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、教学设备并负责其安装、管理和维护。

(二) 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生活便利。

(三) 协助中方派遣人员办理入境及居留手续。

(四) 在当地中国银行或总部认可的其他银行为学院开设专门帐户。

(五) 每年提供一定数额的项目经费，其金额应不低于总部提供的项目经费。

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，考文垂大学不得以任何形式继续直接或间接使用和转让。

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，应通过友好协商解决。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。

第八条 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

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，可向有管辖权的法院提起诉讼。

第十三条 其他事项

协议双方将视此协议为机密文本，未经对方书面许可，任何协议一方皆不可公布、披露或公开，或者允许他人公布、披露或公开与协议一方有关的获得的、获知的材料或信息，除非这些材料的公布、披露或公开是对于协议一方履行协议中所规定的义务来说是必要的。

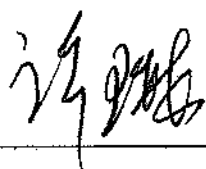
本协议未尽事宜由双方通过友好协商加以解决。

下列签署人经各自机构授权，签署本协议，以昭信守。

本协议一式两份，每份均用中文和英文写成，两种文本同等作准。

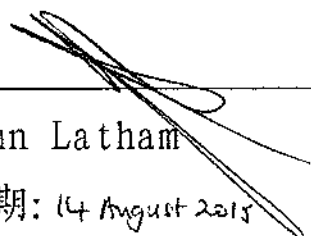
孔子学院总部
总干事

考文垂大学
校长



许琳

日期: 2015.8.25



John Latham

日期: 14 August 2015



**AGREEMENT BETWEEN
CONFUCIUS INSTITUTE HEADQUARTERS OF CHINA
AND
COVENTRY UNIVERSITY OF UNITED KINGDOM
ON THE ESTABLISHMENT OF
CONFUCIUS INSTITUTE AT COVENTRY UNIVERSITY**

In order to strengthen educational cooperation between China and UK, support and promote the development of Chinese language education, and increase mutual understanding among people in China and in UK, according to the *Constitution and By-laws of Confucius Institutes*, the Confucius Institute Headquarters of China (“the Headquarters”) and Coventry University of UK (institution name), for the establishment of Confucius Institute at Coventry University (“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 Coventry University in the establishment and management of the Institute.

Article 2 Character

The Institute shall be a non-profit educational institution.

1. The Institute at Coventry University shall adopt a Director Responsibility System under the leadership of the Board of Directors.
2. The Board of Directors is formed with members nominated from two parties, and its duties include: formulating and amending the Constitution 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 the director of the Institute; examining and approving the budget proposal and final financial accounts of the Institute; reporting to the two parties on the management status and significant issues.
3. Two collaborating parties appoint one director respectively.
4. The institute must accept the assessment of the Headquarters on the teaching quality.
5. The Institute activities must be in accordance with the Constitution and By-laws, and also respect cultural custom, shall not contravene concerning the laws and regulations, both in UK and China.
6. The Institute draws up annual budget proposals and final financial accounts independently. Coventry University will be in charge of its daily operation and management. It should finally assume the sole responsibility for its profits or losses by charging language course fees and other programs.

Article 6 Obligations

1. The obligations of the Headquarters:
 - (1) To authorize the use of the title “Confucius Institute”, logos and institute emblems.
 - (2) To provide teaching materials, coursewares and other books according

and emblem in any form, either directly or indirectly, after this agreement has been terminated.

The provider owns intellectual property of the certain program. The two parties can consult the owner of the co-operated programs. In the events of any dispute, the two parties should consult with each other friendly or submit to the jurisdictional organ according to the related laws and regulations.

Article 8 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 9 Term

The Agreement shall be in effect on the date when the two parties sign below. The Agreement shall have a period of 5-year validity. Either party, if it 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 10 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

The parties to this Agreement will treat this Agreement as confidential and will not, without prior written consent, publish, release or disclose or permit supplied to, obtained by, or which comes to the knowledge of each parties as a result of this agreement except insofar as such publication, release or disclosure is necessary to enable each party to fulfill their obligations under this Agreement.

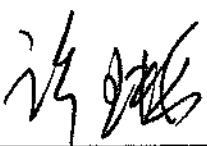
Other matters not settled by this Agreement shall be solved through friendly, cooperative negotiations between the two parties.

The undersigned hereby are duly authorized by each institution to execute this Agreement.


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 effectiveness.

Confucius Institute
Headquarters (HANBAN)
Chief Executive

Coventry University
Vice-Chancellor



XU Lin
Date: 2015.8.25



John Latham
Date: 14-08-2015
14 August 2015