



**AGREEMENT BETWEEN**  
**CONFUCIUS INSTITUTE HEADQUARTERS OF CHINA**  
**AND**  
**HERIOT WATT UNIVERSITY OF SCOTLAND**  
**ON THE ESTABLISHMENT OF**  
**SCOTTISH CONFUCIUS INSTITUTE FOR BUSINESS AND**  
**COMMUNICATION AT HERIOT WATT UNIVERSITY**

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

## Article 2 Character

The Institute shall be a non-profit educational institution.

## Article 3 Executive Institution

Heriot Watt University is desirous of collaborating with a Chinese institute. The Headquarters will authorize and appoint the Chinese institute to construct the Confucius Institute with the Heriot Watt University as the Chinese executive institution. The two parties of cooperation will sign the supplementary agreement on detailed matters of the cooperation. The supplementary agreement should be audited by the Headquarters before signing.

The Institute must be launched within one year after this agreement is signed.

## Article 4 Scope of Activities

The Institute can serve the following activities according to the Constitution and By-laws, and local instance:

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;
6. Other activities with authorization and by appointment of the

Headquarters.

## Article 5 Organization

1. Scottish Confucius Institute for Business and Communication at Heriot Watt 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 Scotland and China.
6. The Institute draws up annual budget proposals and final financial accounts independently. Heriot Watt 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 to the necessary, to authorize the use of online courses. To provide 3,000 volumes of Chinese books, teaching materials, and audio-visual materials for the first time.
- (3) To provide \$150,000 start-up fund, and provide a set amount of annual fund according to needs.
- (4) To send numbers of Chinese instructors based on the requirements of teaching, and pay for their air fares and salaries.

### 2. The obligations of Heriot Watt University

- (1) To provide a fixed office place and appropriate sites for teaching and other activities of the Confucius Institute; equipped with office and teaching facilities, and with responsibility for the setting, management and maintenance.
- (2) To provide necessary administrative personnel (full time or part-time) and provide the related payment; to provide necessary working facilities and life conveniences for the Chinese instructors.
- (3) To assist the Chinese party on the visa application and residence procedures.
- (4) To open the special account for the Confucius Institute in the local Bank of China or other bank approved by the Headquarters.
- (5) To provide a set amount of annual fund, which should not be less than

the amount provided by the Headquarters.

#### Article 7 Intellectual Property

The Headquarters exclusively owns the title of “The Confucius Institute”, its related logo, and emblem as its exclusive intellectual property. Heriot Watt University cannot continue applying or transfer the title, logo, 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 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 11 Termination

This Agreement shall be terminated in one of the following cases:

1. Either party intends 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 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 other party.
5. The Agreement cannot go through because of force majeure.

The termination of the Agreement cannot affect some other agreement, contract and program between the two parties.

Before the Agreement is terminated, Heriot Watt University should make

appropriate arrangements on the enrolled students and other works.

#### Article 12 Dispute Settlement

In the events of any dispute, the two parties should consult each other friendly or submit to the jurisdictional organ of which this Agreement falls within the competence.

#### Article 13 Other Terms

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

Heriot Watt University  
Deputy Principal for External  
Relations



XU Lin

Date: 2013.11.5



Gillian Hogg

Date: 5.11.13

Cher Son W  
First Minister.



## 中国孔子学院总部与苏格兰赫瑞瓦特大学 关于合作设立赫瑞瓦特大学孔子学院的协议

为进一步加强中国与苏格兰在教育领域的合作，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，根据《孔子学院章程》，中国孔子学院总部（以下简称总部）与苏格兰赫瑞瓦特大学就合作设立赫瑞瓦特大学苏格兰商务与交流孔子学院（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赫瑞瓦特大学的权利和义务。

### 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

赫瑞瓦特大学表示愿意与一中方院校进行合作。总部将授权并委托该中方院校作为中方具体执行机构，与赫瑞瓦特大学合作建设学院。合作双方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。

学院须在本协议签署后的一年内启动运营。

#### 第四条 业务范围

根据总部章程并结合当地实际情况，学院可开展以下活动：

- 一、开展汉语教学，提供汉语教学资源。
- 二、培训汉语教师。
- 三、举办汉语考试和汉语教师资格认证考试。
- 四、提供中国教育、文化等信息咨询。
- 五、开展语言文化交流活动。
- 六、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

一、学院实行理事会领导下的院长负责制。

二、理事会由双方推荐人选组成，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；负责筹集办学经费；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。

三、合作双方各派一名院长。

四、学院须接受总部的办学质量评估。

五、学院开展活动须符合《孔子学院章程》，并应尊重中国和苏格兰的文化习俗，不违背中国和苏格兰的法律法规。

六、学院单独编制年度预算和决算，日常经营管理由赫瑞瓦特大学负责，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

一、总部义务：

(一) 授权使用孔子学院名称和标识。

(二) 根据需要提供各种教材、课件和图书，授权使用网络孔子学院课程。首批提供 3000 册中文图书、教材和音像资料。

(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、赫瑞瓦特大学义务：

(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，赫瑞瓦特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。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。

## 第十一条 协议终止

有下列情况之一的，本协议将终止：

一、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。

二、协议期限届满，双方无继续合作的意愿。

三、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。

四、协议一方有严重损害另外一方声誉与形象的行为。

五、因不可抗力致使该协议无法履行。

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，赫瑞瓦特大学应妥善安排学院学生及相关工作。

## 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

赫瑞瓦特大学  
副校长

  
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许琳

日期: 2013.4.5

  
\_\_\_\_\_  
Gillian Hogg

日期: 5.11.13

*Alex Sin*

*Fin + Martin*