

AGREEMENT BETWEEN
THE CONFUCIUS INSTITUTE HEADQUARTERS
AND
UNIVERSITY OF CENTRAL LANCASHIRE
FOR THE ESTABLISHMENT OF
THE CONFUCIUS INSTITUTE AT THE UNIVERSITY OF CENTRAL
LANCASHIRE

DEFINITIONS

In this Memorandum of Co-operation, unless the context otherwise requires:

'Headquarter'	Confucius Institute Headquarters, Hanban The Office of Chinese Language Council International, 17 th floor, Fangyuan Mansion B56 Zhongguancun South St Beijing, 100044, PR China
'UCLan'	University of Central Lancashire Preston, Lancashire, PR1 2HE, United Kingdom
'BISU'	Beijing International Studies University No 1 Dingfuzhuang Nanli, Chaoyang District, Beijing 100024, PR China

In order to strengthen educational cooperation between China and Britain, support and promote the development of Chinese language education, and increase mutual understanding between the peoples of China and Britain, the Confucius Institute Headquarters ("the Headquarters") and the University of Central Lancashire hereby agree as follows:

Article 1 Purpose

The purpose of this agreement is to identify the rights and responsibilities of the Headquarters and University of Central Lancashire in the establishment of the Confucius Institute at the University of Central Lancashire.

Article 2 Character

The Confucius Institute at the University of Central Lancashire shall be a non-profit institute with the purpose of enhancing intercultural understanding in Britain by promoting courses of Chinese language and culture.

Article 3 Executive Institution

Whereas, the University of Central Lancashire and Beijing International Studies University agree to work together and with the authorisation and appointment of the Headquarters, Beijing International Studies University will construct the Confucius Institute with the University of Central Lancashire 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 University of Central Lancashire can serve the following Chinese teaching courses and programs according to the local instance:

1. Teach Chinese using a variety of methods including multimedia and the Internet;
2. Train teachers to teach Chinese in primary schools, high schools, colleges, and Universities;

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 person;
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 Organisation

The Confucius Institute shall have a Board of Directors made up of representatives from UCLan and BISU. The Board of Directors 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 coursewares and other teaching materials, supplementary materials, and audio-visual materials authorized by the Headquarters; and to authorize the use of online courses.
3. To provide 50,000-100,000 US Dollars as a start-up fund, payable to the University of Central, Barclays Bank Account.
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, accommodations and salaries.

The obligations of the University of Central Lancashire

1. To provide an appropriate site for the Confucius Institute to carry out its activities; to provide the necessary conditions and facilities to establish the Confucius Institute.
2. To provide necessary administrative personnel (full time or part-time) and provide the related payment and take charge setting and maintaining a cost centre for the Confucius Institute that will be audited on an annual basis.
3. To provide necessary working conditions for the Chinese instructors.
4. Assist the Chinese party at the Institute with all immigration procedures.
5. Agree to discuss with the Headquarters any further requirements of the Confucius Institute.

Article 7 Financial Support

The Confucius Institute will be jointly funded by University of Central Lancashire and the Headquarters, and it should finally assume sole responsibility for its profits or losses by charging language course fees and other programs.

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. The University of Central Lancashire cannot continue to apply 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 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 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 goodwill 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 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 can not go through or can not 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 will terminate the Agreement immediately and reserve the right of claiming.
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, all parties should make appropriate arrangements for the enrolled students and other works

Article 13 Dispute Settlement

In the events of any dispute, the two parties should consult with each other friendly or submit to the jurisdictional organ at the place this Agreement signed.

Article 14 Agreement Language

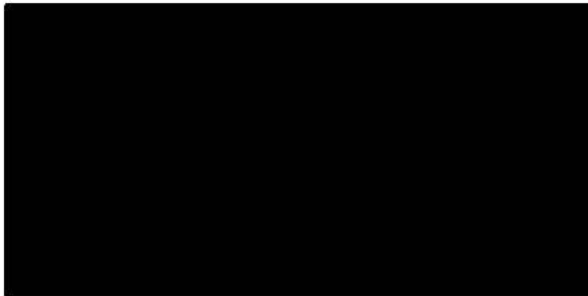
This Agreement is written in Chinese and in English. Each party shall keep one copy in Chinese and one copy in English of the signed Agreement. The Agreement, in both languages, shall have the same effect.

Article 15 Other Terms

Other matters not settled by this Agreement shall be solved through friendly,

cooperative negotiations between the two parties.

The Confucius Institute
Headquarters



Date: 28th April, 2008

University of Central Lancashire



Dr Malcolm McVicar

Vice Chancellor

Date: 28th April, 2008

孔子学院总部
与
兰开夏中央大学
关于
合作建设兰开夏中央大学孔子学院的协议

定义

在本协议中，除非语境另有他指，下列的名称定义如下：

‘总部’ 指的是国家汉语国际推广领导小组办公室孔子学院总部， 地址：中国北京中关村南大街乙 56 号方圆大厦 17 层， 邮编：100044

‘兰开夏’ 指的是英国兰开夏中央大学， 地址： 英国兰开夏郡 培斯顿市， 邮编： PR1 2HE

‘北二外’ 指的是北京第二外国语学院， 地址： 中国北京市朝阳区定福庄南里 1 号 邮编： 100024

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，孔子学院总部（以下简称总部）与英国兰开夏中央大学就合作建设兰开夏中央大学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兰开夏中央大学孔子学院过程中总部和兰开夏中央大学的权利和义务。

第二条 孔子学院的性质

兰开夏中央大学孔子学院系非营利教育机构，通过推广和教授汉语和中国文化增进英国人民对中国的了解。

第三条 执行机构

鉴于兰开夏中央大学与北京第二外国语学院已达成合作共识，经总部授权和委托，北京第二外国语学院将作为具体执行机构与兰开夏中央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，兰开夏中央大学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、实施汉语水平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料；

第五条 组织和管理

兰开夏与北二外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 5-10 万美元启动经费, 汇至兰开夏中央大学在当地 Barclays Bank 开设的帐户;
- 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、住宿费、工资等;

兰开夏中央大学义务:

- 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、为孔子学院配备必要的行政人员(可由相关人员兼职), 并提供相关费用; 并负责为孔子学院进行独立核算, 以便每年对孔子学院的活动进行监控和汇报;
- 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

兰开夏中央大学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”名称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，兰开夏中央大学不得以任何形式继续直接或间接使用和转让。

兰开夏中央大学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，兰开夏中央大学与北京第二外国语学院双方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。

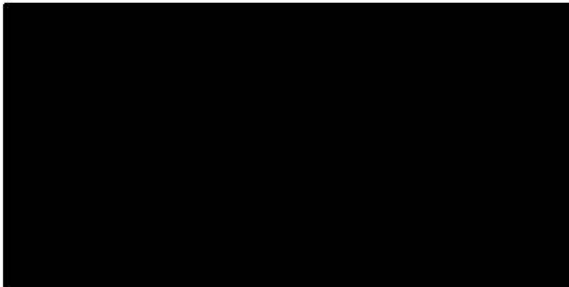
第十四条 协议语言

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



日期：2008 年 4 月 28 日

兰开夏中央大学



Malcolm McVicar 博士

校长

日期：2008 年 4 月 28 日