



London South Bank University



伦敦中医孔子学院
LONDON CONFUCIUS INSTITUTE FOR TCM

DATED 27TH FEBRUARY 2014

- (1) THE OFFICE OF CHINESE LANGUAGE
COUNCIL INTERNATIONAL,
PEOPLE'S REPUBLIC OF CHINA
- (2) LONDON SOUTH BANK UNIVERSITY

AGREEMENT RELATING TO
THE CONFUCIUS INSTITUTE



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27 / 02 /2014

_____/_____/2014 年

PARTIES

由相关各方

- (1) The Office of Chinese Language Council International ("Hanban") whose registered address is 29 Deshengmenwai Street, Xicheng District, Beijing, China, 100088

孔子学院总部是一个非政府组织，其注册地址位于中国北京市西城区德胜门外大街 29 号，邮编：100088。

- (2) London South Bank University, a company limited by guarantee under number 00986761 whose registered office is 103 Borough Road, London SE1 0AA ("LSBU")

伦敦南岸大学是一个担保注册编号为 00986761 的有限公司，其注册地址在伦敦玻莱路 103 号，邮编：SE1 0AA（“LSBU”）。

BACKGROUND

鉴于以下背景

- (A) Hanban is a non-governmental and non-profit organization.

孔子学院总部是一个非政府非营利性组织，汉办是该组织的一个行政机构。

- (B) Hanban is committed to making the Chinese language and culture teaching resources and services available to the world, to meeting the demands of overseas Chinese learners to the utmost, to contributing to the formation of a world of cultural diversity and harmony.

孔子学院总部致力于为世界各国提供汉语语言文化的教学资源和服务,最大限度地满足海外汉语学习者的需求,为携手发展多元文化、共同建设和谐世界做出贡献。

- (C) Accordingly, Hanban has established and supported a number of educational institutes known as Confucius Institutes in conjunction with numerous educational institutions around the world.

因此，孔子学院总部同世界各地多所高等教育院校合作并在各国的高校中建立了多所孔子学院。

- (D) In accordance with a Cooperation Agreement and a Renewal Agreement signed by the parties, respectively in May 2007 and in April 2012, LSBU hosts and operates the site of the world's first Confucius Institute of Traditional Chinese Medicine which has been awarded the prestigious 'model institute' status and has become The Model Confucius Institute at London South Bank University ("The Model Institute"). Hanban has agreed to make an £800,000 grant to The Model Institute on the terms of this agreement and to further the interests of The Model Institute.

鉴于双方在 2007 年 7 月与 2012 年 4 月签订的合作协议及延续协议基础上，伦敦南岸大学主办并运转着世界上第一所中医孔子学院，并被光荣地授予“示范孔子学院”的称号（伦敦南岸大学中医孔子学院）。孔子学院总部同意根据该协议条款向伦敦南岸大学提供一次性投入 80 万英镑孔子学院办公楼装修经费，以支持示范孔子学院的发展。

- (E) LSBU records its intention to offer funding at the rate of £2 million over 10 years, by waiving the space, maintenance and utilities charge for the building in which The Model Institute will be based.

伦敦南岸大学表明其预计为示范孔子学院提供 200 万英镑资金，该项投入体现于伦敦南岸大学在今后十年承担示范孔子学院的物业费用及大楼维修及运营费用。

IT IS AGREED as follows:

达成以下协议

1. INTERPRETATION

条款解释

- 1.1 Clause headings shall not affect the interpretation of this Agreement.

条款标题不应影响对该协议的解释。

- 1.2 A reference to one gender shall include a reference to the other genders.

对一种性别的要求说明也适用于另一种性别。

- 1.3 Words in the singular shall include the plural and vice versa.

采用单数的单词也包括复数，反之亦然。

- 1.4 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it.

对某一法规或法定条文的说明也是对当前生效的法规或法律条文的说明，并包括所有相关修订、延伸或重新制定，且包括根据其规定而延伸的任何从属性立法。

- 1.5 Writing or written includes faxes but not e-mail.

书写或书面形式包括传真，但不包括电子邮件。

- 1.6 Where the words include(s), including or in particular are used in this agreement, they are deemed to have the words "without limitation" following them. The words other and otherwise are illustrative and shall not limit the sense of the words preceding them.

如果该协议中采用“包括”、“包括...在内”、“特别”等字眼，将被视为其后有“但不限于”。“其它”和“否则”为说明性文字，不限制前述词语的意义。

- 1.7 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.

本协议关于某人不做某事的任何义务包括此人不同意或不允许该事件发生。

2. **GRANT OF £800,000 TO LSBU FOR REFURBISHING THE MODEL INSTITUTE BUILDING (CAXTON HOUSE)**

向伦敦南岸大学提供的赠款

- 2.1 Subject only to the conditions set out in clause 3 Hanban shall pay to LSBU the sum specified in clause 2.2 on the date specified therein by way of grant and LSBU shall use such sum to promote the objectives specified in clause 4.

仅根据第 3 条中所列条件的规定，孔子学院总部应按照 2.2 条中规定的时间和总额，通过非偿还赠予的方式向伦敦南岸大学支付，而伦敦南岸大学应使用这些赠款促进第 4 条中目标的实现。

- 2.2 The amount of the grant is £800,000 payable on the date of this agreement.

非偿还性赠款数额为八十万英镑，于本协议签订之日付清

- 2.3 Subject to clause 2.4, the sum paid by Hanban to LSBU shall not be repayable to Hanban under any circumstances.

除 2.4 条所列出的情况之外，孔子学院总部向伦敦南岸大学支付的非偿还性赠款在任何情况下都无需偿还。

- 2.4 Nothing in clause 2.3 shall limit the liability of any party in the case of fraud.

在有欺骗行为的情况下，2.3 条内容不限制任何一方的责任。

3. **CONDITIONS TO GRANT**

赠予条件

- 3.1 LSBU shall procure that the premises known as Caxton House at 13-16 Borough Road, London, SE1 0AA are made available to promote the interests of The Model Institute for so long as the relationship arising from the Agreements referred to in Background (D) shall continue between the parties.

伦敦南岸大学应满足这一前提：只要本协议背景（D）中所提到的协议持续有效，位于伦敦市 SE1 0AA 玻莱路路 13—16 号的被称为 CAXTON HOUSE 的房产都将被永久用于促进示范孔子学院的发展专用。

- 3.2 For so long as Caxton House shall be made available for the purpose specified in clause 3.1, LSBU shall at its own cost renovate and maintain Caxton House to the extent that LSBU reasonably believes to be appropriate for the furtherance of The Model Institute's objectives including, without limitation, the provision of classrooms and clinic facilities appropriate for The Model Institute.

在 CAXTON HOUSE 将被用作 3.1 条所规定的目的期间，伦敦南岸大学应承担修复并维护 CAXTON HOUSE，其修复程度达到伦敦南岸大学认可的标准，修复范围包括但不限于提供示范孔子学院所需要的教室和诊所设施。

- 3.3 For the avoidance of doubt, nothing in this clause 3 creates or grants any right to any person other than LSBU to occupy Caxton House and it is agreed that before the Model Institute moves into Caxton House, the parties will sign any document required under English law to ensure that LSBU will have immediate vacant possession of Caxton House if the relationship arising from the Agreements referred to in Background (D) terminates.

为免生疑问，第 3 条不应产生或授予除伦敦南岸大学之外的任何人员占用 CAXTON HOUSE 的权利。鉴于本协议背景（D）中所提到的协议终止的前提下，LSBU 有权立刻收复 CAXTON HOUSE 的使用

权。鉴于英国法律需求，协议双方同意在示范孔子学院搬入 CAXTON HOUSE 之前另签署一份维护 LSBU 此项权利的文件。

4. PURPOSE

目的

The objectives of The Model Institute are: 示范孔子学院的目标包括

- 4.1 To continue to promote the objectives of the Confucius Institute in classrooms of local schools with which the LSBU has existing relationships and to develop relationships with new schools in the London area;

继续促进孔子课堂在当地中小学的推进，为实现目标，伦敦南岸大学已建立合作关系并发展与伦敦地区新学校的合作关系；

- 4.2 To continue to provide teaching and curriculum development within LSBU including the provision of courses on Chinese language and culture to students of LSBU as carried on prior to the date of this Agreement;

继续在伦敦南岸大学内提供教学和课程，包括向伦敦南岸大学的学生提供本协议生效之前就已进行的汉语言文化课程；

- 4.3 To support and develop a curriculum within LSBU focussed on teaching Chinese language and culture including M.CM: Acupuncture and MBA in Chinese Business Practice;

在伦敦南岸大学内重点支持并发展其汉语言文化课程，针灸硕士专业及和工商管理硕士中国商业实践方向；

- 4.4 To maintain teaching and testing for the HSK – Hanyu Shuiping Kaoshi and YCT – Youth Chinese Test Chinese language courses;

支持汉语水平考试以及少年汉语考试的汉语教学和测试；

- 4.5 To publish translated Traditional Chinese Medicine research and collaborate with the research community in the United Kingdom and European Union; and

以本土语言出版中医研究成果并与英国和欧盟的研究团体进行合作；

- 4.6 To extend the capacity of the teaching acupuncture clinic.

扩展诊所的业务范围。

5. DISPUTE RESOLUTION

争议解决方案

- 5.1 If any claim, dispute, difference or matter (including, without limitation, any non-contractual claim, dispute, difference or matter) arises out of or in connection with this Agreement, or out of or in connection with The Model Institute (Dispute), either party may by written notice to the other party (Referral Notice) refer the claim, dispute, difference or matter for resolution in accordance with the provisions of this clause 5.

任何由合同引起或与合同有关，或由伦敦南岸大学孔子学院引起或与之有关的索赔、争议、分歧或问题（包括但不限于非合同索赔、争议、分歧或问题）（争议），任意一方可根据此本合同第 5 条规定向另一方提出书面通知，提出解决索赔、争议、分歧或问题的方案（解决方案提交通知）。

- 5.1.1 Firstly, once a Referral Notice has been served in relation to a Dispute, that Dispute shall be referred for resolution to the Executive Director for the time being of The Model Institute on behalf of LSBU and the United Kingdom Representative for the time being on behalf of Hanban. Those representatives shall meet in person or by video conference at the earliest convenient time and in any event within seven (7) days of the date of service of the relevant written notice and shall attempt to resolve the Dispute in good faith.

首先，一旦任何一方提出相关争议，此争议应被首先移交给示范孔子学院院长（代表伦敦南岸大学），及汉办的英方指派代表。在任何情况下，这些代表人都应在书面通知送达后 7 日内尽早在方便的时间亲自见面或者进行电视会议，努力且真诚的解决争议。

- 5.1.2 Secondly, if a Dispute has not been resolved within thirty (30) days of the date of the representatives in clause 5.1.1 meeting to attempt to resolve the Dispute it shall be referred for resolution to the Vice Chancellor for the time being on behalf of LSBU and the Director General for the time being on behalf of Hanban. Those representatives shall meet at the earliest convenient time and in any event within seven (7) days of the date the Dispute being referred to them by the representatives in clause 5.1.1 and shall attempt to resolve the Dispute in good faith.

其次，若争议于第五 5.1.1 条中双方代表人试图解决争议会议召开 30 天后尚未被解决，此时此争议应被移交给届时伦敦南岸大学的校长以及届时汉办的主任一同解决。在任何情况下，这些代表人都应在第 5.1.1 条中争议移交其处后的 7 日内见面，努力且真诚的解决争议。

- 5.1.3 Thirdly, if a Dispute is not resolved within thirty (30) days of the date of the representatives in clause 5.1.2 meeting to attempt to resolve the Dispute the parties will attempt to settle it by mediation in accordance with the provisions of clause 5.2 and the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.

第三，如果在代表人（第 5.1.2 条中）召开会议试图解决争议后的 30 天内争议尚未得到解决，协议方应根据第 5.2 条的规定和有效争议解决中心（CEDR）的标准调解程序努力协调解决争议。

- 5.1.4 Fourthly, in the absence of an amicable resolution within thirty (30) days (or longer if mutually agreed to by the parties), of the CEDR Mediation commencing the Dispute may then be submitted to the jurisdiction of the courts.

第四，若 30 天内（或经双方协议成的更长时间）仍提不出妥善的解决方案，那么原来解决争议的有效争议解决中心可将该争议提交给法院。

- 5.2 For the purposes of CEDR Mediation:

有效争议协调中心协调的目的

- 5.2.1 each party shall designate an authorised representative with the full authority to resolve the Dispute as far as fees, terms and conditions, and future obligations of the parties;

双方应各指定一名全权授权代表来解决争议，如费用、条款及条件，和协议方未来的职责等。

- 5.2.2 unless a mediator has been agreed upon by the parties and has confirmed his appointment within fourteen (14) days of the date on which the Dispute was referred for Mediation a mediator shall be nominated at the written request of either party by CEDR;

除非调解员获得协议方的一致认可，并在争议向移送后的 14 天内确认其就任，调解员才可以由有效争议解决中心应任意一方的书面请求而指定。

- 5.2.3 costs of CEDR Mediation shall be shared equally by the parties except that each party will bear its own legal costs;

有效争议协调中心的协调费用由双方共同承担，但双方各自承担其法律费用。

- 5.3 each party shall procure that its representatives referred to in clauses 5.1.1, 5.1.2 and clause 5.2 shall comply with the provisions of this clause 5; and
各方应保证 5.1.1, 5.1.2 和 5.2 条中所提及的代表人符合第 5 条的标准。
- 5.4 subject to the provisions of clause 5.5, the procedures set out in clauses 5.1 and 5.2 will be followed prior to the commencement of any proceedings by either party in relation to a Dispute.
根据 5.5 条的规定, 任意一方在召开有关争议问题的会议之前应遵从第 5.1 和 5.2 条的规定。
- 5.5 Nothing in this clause 5, will prevent, preclude or delay any party from commencing or continuing proceedings in any court at any time:
第 5 条中任何规定将不能阻止、排除或延迟任意一方在任何法庭任何时间开始或继续诉讼程序:
- 5.5.1 for an order (whether interim or final) to restrain any other party from doing any act (injunctive relief) or compelling any other party to do any act (specific performance); or
约束任意一方采取行动(禁令保护)或强迫任意一方采取行动(具体履行)的命令(暂时或永久)
- 5.5.2 for a judgment for a liquidated sum to which there is no arguable defence; or
在无可争辩的抗辩理由时, 关于清算金额的判断; 或者
- 5.5.3 the purpose of which is to prevent a claim from becoming time-barred due to the expiry of any statutory or contractual limitation period,
or from exercising any rights it has to terminate this Agreement.
防止由于法定或协议时效期满而导致的索赔失效, 或防止索赔者为了行使权力而终止合同的目的
6. WHOLE AGREEMENT
整体协议
- 6.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.
本协议包含了协议双方所有协议, 及其所取代和消除的与主旨有关部分, 包括所有口头协议, 书面文件, 安排议程及所达成的共识。
- 6.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this agreement.
每一方均承认, 在签订本协议时, 它没有依赖(也无权补偿)任何声明, 表示, 保证或担保(无论是疏忽地或无辜地做出)除了那些已经明确地罗列在本协议内的条款和条件。
- 6.3 Each party agrees that its only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) shall be for breach of contract.
协议双方同意其义务只承担明确罗列于本协议内的条款及条件, 任何一方不得依赖协议以外的任何声明, 表示, 保证或担保提出合同争议。
- 6.4 Nothing in this clause 6 shall limit or exclude any liability for fraud.
在有欺骗行为的情况下, 第 6 条中内容不限制任何一方的责任。

7. VARIATION AND WAIVER

合同变更及弃权

7.1 A variation of this agreement shall be in writing and signed by or on behalf of each party.

本协议条款的变更必须以书面形式并由双方代表签字后方可生效。

7.2 Any waiver of any right under this agreement is only effective if it is in writing and signed by the waiving or consenting party and it applies only in the circumstances for which it is given, and shall not prevent the party who has given the waiver from subsequently relying on the provision it has waived.

只有以书面形式并由放弃权利的一方和同意对方放弃权利的一方共同签字，对本协议中任何权利的放弃方可生效。本条款只适用于在本协议中规定的情况，并不妨碍放弃权利的一方随后依靠弃权规定获得其行使其应有的权利。

7.3 Except as expressly stated, no failure to exercise or delay in exercising any right or remedy provided under this agreement or by law constitutes a waiver of such right or remedy or shall prevent any future exercise in whole or in part thereof.

除非本协议另有规定，任何一方未能履行或延迟履行其在本协议项下的任何权利、权利或特权，不应被视为其放弃该权利、权力或特权；

7.4 No single or partial exercise of any right or remedy under this agreement shall preclude or restrict the further exercise of any such right or remedy.

单项或部分行使任何权利、权力或特权，亦不妨碍其进一步行使该权利、权利或特权或行使其他权利、权利或特权

7.5 Unless specifically provided otherwise, rights arising under this agreement are cumulative and do not exclude rights provided by law.

除非另有规定，否则，本协议规定的权利和补救是累积的，且不排除法律规定的任何其他权利和补救。

8. COSTS

成本

Each party shall bear its own legal, accountancy and other costs, charges and expenses connected with the negotiation, preparation and implementation of this agreement and any other agreement incidental to or referred to in this agreement.

任何一方都应承担各自的法律、财会及其它成本，包括与本协议的谈判、准备、履行及本协议附带或提及任何其他协议相关的费用和开销。

9. NOTICE

通知

9.1 A notice given under this agreement:

本协议通知如下:

- (a) shall be in writing in the English language (or be accompanied by a properly prepared translation into English);

本协议应以书面形式使用英文书写 (或附有适当的翻译成英文的部分)

- (b) shall be sent for the attention of the person, and to the address or fax number, given in this clause 9 (or such other address, fax number or person as the relevant party may notify to the other party); and

本协议应送交到本协议第 9 条中注明的地址或传真到其提供的号码 (或其他这样的地址、传真号码); 并且

- (c) shall be: 本协议必须:

- (i) delivered personally; or

亲自递送; 或

- (ii) sent by pre-paid first-class post or recorded delivery; or

采用预付邮费信函投送或记录式邮递; 或

- (iii) (if the notice is to be served by post outside the country from which it is sent) sent by airmail.

(若本通知需从国外邮递) 空运。

9.2 The addresses for service of notices are

通知寄件人地址:

Professor David Phoenix, Vice Chancellor, London South Bank University, 103 Borough Road, London SE1 0AA,

Professor David Phoenix, 校长, 伦敦南岸大学, 英国伦敦 SE1 0AA 玻莱路 103 号

and Dr Xu Lin, Director General, The Office of Chinese Language Council International, 129 Deshengmenwai Street, Xicheng District, Beijing, China 100088

许琳博士, 主任, 孔子学院总干事, 孔子学院总部, 中国北京市西城区德胜门外大街 129 号

9.3 A notice is deemed to have been received:

以下通知内容视为已收到:

- (a) if delivered personally, at the time of delivery; or

如果是亲自递送, 需在交货时间送达; 或

- (b) in the case of pre-paid first class post or recorded delivery, 48 hours from the date of posting; or

若采用预付邮费信函投送或记录式邮递，自投递日 48 小时后寄到；或

- (c) if deemed receipt under the previous paragraphs of this clause 9.3 is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a Business Day), when business next starts in the place of receipt.

如果根据第 9.3 条款的前几条寄达时间都不在上班时间内（指周一到周五上午 9:00 至下午 5:30，或非工作日），收信时间按下一个工作日上午上班时间计算。

- 9.4 To prove service, it is sufficient to prove that the notice was transmitted by fax to the fax number of the party or, in the case of post, that the envelope containing the notice was properly addressed and posted.

为了证明服务有效，以传真发至收件方所提供的号码为准，或以通知表明正确地址并寄出为准。

10. SEVERANCE

可分割条款

- 10.1 If any provision of this agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

如果本协议的任何一项条款（或部分条文）被有司法权限的任何法院或行政机关认定为无效、不可执行或非法，其它条款仍然有效。

- 10.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

如果将任何无效、不可执行或非法的部分删除掉，该条款仍然是有效的、可执行的、合法的，任何有关商业意图必要修订将同样有效。

11. THIRD PARTY RIGHTS

第三方权利

No term of this agreement shall be enforceable by a third party (being any person other than the parties).

第三方（合同双方以外的任何人）无权实施执行本协议中的任何条款。