FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE CONFUCIUS INSTITUTE HEADQUARTERS OF CHINA
AND
THE GEORGE WASHINGTON UNIVERSITY
ON THE ESTABLISHMENT OF A CONFUCIUS INSTITUTE
AT THE GEORGE WASHINGTON UNIVERSITY

PREAMBLE

This First Amendment to the Agreement ("First Amendment") is made this 10th day of July, 2013 ("Effective Date") by and between the Confucius Institute Headquarters of China ("Headquarters") and the George Washington University ("GW"), a congressionally-chartered not-for-profit corporation located in the District of Columbia, U.S.A. (each, a "Party", and together, the "Parties").

WITNESSETH

WHEREAS, Headquarters and GW are parties to an Agreement ("Agreement") effective as of December 16, 2012 that provides for the establishment of a Confucius Institute at GW;

WHEREAS, the Parties desire to modify the terms and conditions of the Agreement as set forth herein;

NOW THEREFORE, based on the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GW and Headquarters, intending to be legally bound, have agreed as follows:
1. Except as expressly modified herein, all terms, conditions and provisions of the Agreement shall remain in full force and effect.

2. Article 6, section 4 (captioned "The Obligations of Headquarters") of the Agreement is hereby amended for all periods commencing on or after the Effective Date of this First Amendment, by deleting all the language contained therein, and inserting the following language in lieu thereof: "4. To provide $150,000 for a start-up fund, which will be wired to GW no later than July 31, 2013, and will be available to GW to use in its discretion to fulfill its obligations under this Agreement. In addition, Headquarters shall provide to GW via wire transfer no later than July 31, 2013, $350,000 for project operation funds (including renovation costs), which will be available to GW to use in its discretion to fulfill its obligations under this Agreement".

3. Capitalized terms used herein and not otherwise defined shall have the same meanings as those ascribed to them in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have signed this First Amendment effective as of the date set forth above.
The George Washington University
Executive Vice President and Treasurer

Confucius Institute Headquarters (HANBAN)
Deputy Chief Executive

Louis H. Katz
Date: 9/19/13

JING Wei
Date:

Provost and Executive Vice President
for Academic Affairs

Steven R. Lerman
Date: 9/16/2013
中国孔子学院总部与美国乔治・华盛顿大学
关于合作设立乔治・华盛顿大学孔子学院的协议
第一修正案

本协议第一修正案（以下简称“本修正案”）于 2013 年 7 月 10 日（“生效日期”），由中国孔子学院总部（以下简称“总部”）与美国乔治・华盛顿大学（美国国会特许非盈利机构，位于哥伦比亚特区，以下简称“GW”）（简称为“一方”和“双方”）订立。

鉴于，总部和 GW 是 2012 年 12 月 16 日生效的《关于合作设立乔治・华盛顿大学孔子学院的协议》（以下简称“协议”）的双方；

鉴于，双方希望按照本修正案所述，修订协议的有关条款和条件；

因此，基于本修正案所述相互承诺，与其他善意和价值考虑，双方确认收讫且充分理解，GW 和总部达成并依法遵守以下条款：

1. 除本修正案明确修订的部分，协议其他条款、条件和规定应继续有效。

2. 本修正案对协议第六条第 4 款（标题为“总部义务”）进行修订，删除原条款并以下述内容代替，自本修正案生效之日起有效：“4. 提供 15 万美元启动经费，于 2013 年 7 月 31 日前电汇至乔治・华盛顿大学，由乔治・华盛顿大学根据本协议所规定条款
自行决定使用。此外，总部提供35万美元项目经费（包括装修费在内），于2013年7月31日前电汇至乔治·华盛顿大学，由乔治·华盛顿大学根据本协议所规定条款自行决定使用”。

3. 本修正案中使用的大写词汇，除非另有定义，应与协议中该词汇的含义一致。

谨此，双方签署本修正案，并于上文所述日期生效。

孔子学院总部
副总干事

乔治·华盛顿大学
执行副校长兼财务主管

静炜

日期:

Louis H. Katz

日期:

教务长兼教务执行副校长

Steven R. Lerman

日期: