SECOND 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 Second Amendment to the Agreement ("Second Amendment") shall be in effect on the date when the two parties sign below ("Second Amendment Effective Date") by and between the Confucius Institute Headquarters of China (hereinafter referred to as the "Headquarters") and the George Washington University (hereinafter referred to as "GW"), a congressionally chartered nonprofit 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, which is set to expire on December 16, 2017;

WHEREAS, the Parties desire to extend the term of the Agreement and 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, Headquarters and GW, 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. The Parties acknowledge that during the initial term of the Agreement, GW provided space comprised of the basement and third floor of the building located at 2147 F Street, NW, Washington, DC in addition to the first two floors above the ground level of the building (hereafter referred to as “Building”), for the exclusive use of the Confucius Institute for teaching and other activities of the Confucius Institute, equipped with basic office and teaching facilities, and provided access to basic equipment for use in the provision of the activities contemplated in the Agreement. Separate from and in addition to any funding described in the Agreement, Headquarters provided $500,000 to GW to make available the basement and third floor of the Building in addition to the first two floors above ground level for use by GW’s Confucius Institute for the Term of the Agreement. The Parties mutually agree that the use of the Building for the activities of the Confucius Institute is limited to the Term of the Agreement, as modified herein.
3. Both parties agreed to extend the validity of the Agreement to a period of 10 years, to December 20, 2022. Within 90 days prior to the expiration of the Agreement, the Parties may discuss and agree in writing to a 10-year renewal.

4. 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 Second Amendment effective as of the date set forth above.

Confucius Institute
Headquarters (HANBAN)
Chief Executive

The George Washington University
President

XU Lin
Date: 2016.10.26

Steven Knapp
Date:
中国孔子学院总部与美国乔治·华盛顿大学
关于合作建设乔治·华盛顿大学孔子学院的协议
第二修正案

序言
本协议为协议第二次修正案（以下简称“第二修正案”）自双方签署之日起生效（“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”）定立。

鉴于
鉴于，总部和 GW 为 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，该协议将于 2017 年 12 月 16 日终止。

鉴于，双方均希望延长协议期限并修改协议条款和条件如本文所述。

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，总部和 GW 达成并依法遵守以下条款：

1. 除本修正案明确规定的部分，协议其他条款、条件和规定应继续有效。
2. 双方承认在该协议初始期限内，GW 提供了位于华盛顿哥伦比亚特区 F 街西北段 2147 号小楼第三层及地下室，以及该楼地面以上两层楼（以下简称“小楼”）的区域为孔子学院教学及其他活动的专用场地，配备基本办公场地及教学设施，提供协议所规定的活动所需的基本设备支持。因此，除协议已规定的各类经费支持外，总部额外向 GW 提供了 500,000 美元，使小楼的地下室及第三层，以及地面以上两层场地在协议有效期内专用于乔治·华盛顿大学孔子学院。双方同意，孔子学院使用小楼开展活动的期限应限于本修正案修正后的协议有效期内。

3. 双方同意，将本协议的有效期延长为 10 年，至 2022 年 12 月 20 日。协议到期前 90 天内，经双方协商同意后，可通过书面形式再次延长有效期 10 年。

4. 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
总干事

乔治·华盛顿大学
校长

许琳
日期：2016.10.26

Steven Knapp
日期：