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
2012-2017

PREAMBLE
In order to strengthen educational cooperation between China and the United States, support and promote the development of Chinese language education, and increase mutual understanding among people in China and in the United States of America ("U.S.") , the Confucius Institute Headquarters of China ("the 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"), for the establishment of a Confucius Institute at GW, hereby agree as follows:

Article 1  Purpose
The parties agree to establish a Confucius Institute at GW. The purpose of this agreement ("Agreement") is to identify the rights and responsibilities of the Headquarters and GW in the establishment and
management of the Confucius Institute.

Article 2  Character: Nature of the Confucius Institute and Guiding Principles
1. For the purpose of this Agreement, the Confucius Institute at GW will be referred to as the “Confucius Institute.”
2. The Confucius Institute shall be located within, operated, and managed as an educational unit of GW.
3. The Confucius Institute will be conducted in accordance with the Constitution and By-laws of the Confucius Institute, GW policies and procedures, and laws applicable to GW as a U.S.-based institution.

Article 3  Executive Institution
GW is desirous of collaborating with a Chinese university ("CU") for the purpose of operating the Confucius Institute, and Headquarters and GW agree that the Chinese university shall be mutually agreed upon in advance in a separate written agreement. Upon the advance written mutual consent of the Parties, the Headquarters will authorize and appoint CU to establish the Confucius Institute with GW. GW and CU will sign a supplementary agreement on the specific matters of the cooperation. The supplementary agreement will be examined and approved by the Headquarters before the parties to that agreement execute it. The Confucius Institute must be launched within one year after the present Agreement is signed.

Article 4  Scope of Activities
The scope of activities that may be undertaken by the Confucius Institute includes:
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 concerning China’s education, culture, and so forth;
5. Conducting language and cultural exchange activities; and
6. Other activities with the authorization of the Headquarters as agreed by GW.

Article 5  Organization and Operation
1. The Confucius Institute shall have, at the discretion of GW, one or two Directors appointed by GW and one Director appointed by CU, under the advisement of a Board of Directors.
2. The Board of Directors ("Board") is formed with members nominated from GW and CU. The Board will consist of an appropriate number of members nominated by GW and CU. GW will maintain a simple majority of the Board to ensure that the Confucius Institute operates in compliance with GW policies. The duties of the Board include formulating and amending the policies of the Confucius Institute; formulating development plans for the Confucius Institute; decision-making on significant issues including teaching, research and management; fund raising; appointment and removal of the Directors of the Confucius
Institute, subject to the approval of the respective institution; examining and approving the annual budget proposal and final financial accounts of the Confucius Institute; and reporting to the Parties on the management of the Confucius Institute and other significant issues.

3. Headquarters reserves the right to assess teaching quality of the Confucius Institute and to provide feedback. GW accepts the obligation to respond to such feedback in a timely and thorough manner, to the best of its ability.

4. GW shall attempt in good faith to respect cultural customs of China in the designing of activities under the Confucius Institute.

5. The Directors are charged with presenting to the Board accounts of Headquarters funds spent and presenting annual budget proposals for funds requested from Headquarters. The Board shall approve annual budget proposals and financial reports and provide copies to Headquarters. GW will be in charge of the daily operation and management of the Confucius Institute.

6. GW shall be responsible for the fiscal operation of the Confucius Institute and its activities.

Article 6  Obligations

The obligations of Headquarters:

1. To authorize the use of the title “Confucius Institute”, logos and institute emblems.

2. To provide teaching materials, courseware, access to online courses, and other resources to meet the needs of the Confucius Institute.

3. To make an initial contribution of up to 3,000 volumes of Chinese
books, teaching materials, and audio-visual materials.

4. To provide $500,000 for a start-up fund, which will be sent to GW upon execution of this Agreement, and will be available to GW to use in its discretion to fulfill its obligations under this Agreement.

5. To provide annual funds according to Confucius Institute needs, based on the budget proposed to and approved by the Headquarters.

6. Separate from and in addition to any funding described in clauses 4 and 5 of this Section on the Obligations of Headquarters, to send Chinese instructors based on teaching requirements, and pay for their travel, salaries, and other related expenses.

The obligations of GW

1. To support participating instructors and/or volunteers through advice and guidance regarding housing and orientation to life in the US and locally.

2. To provide the first two floors above the ground level at 2147F Street as the site for teaching and other activities of the Confucius Institute as long as the agreement is valid and in place; equipped with basic office and teaching facilities, and to provide access to basic equipment for use in the provision of the activities contemplated in this Agreement. Should the agreement terminate and the Parties agree to a separate written agreement for future collaboration, GW will give priority consideration to utilizing the space described in this clause for activities contemplated under said agreement.

3. To appoint and pay GW-designated administrative support personnel, as determined by GW.
4. To provide office space and classroom necessities for the Chinese instructors.

5. To provide housing for volunteers, if any, participating in the Confucius Institute.

6. To facilitate the acquisition of appropriate visas for instructors and/or volunteers. However, instructors and/or volunteers who may participate in Confucius Institute activities are ultimately responsible for obtaining required documents and visas in compliance with all relevant visa requirements and immigration laws. This includes payment of any U.S. or Chinese government or other fees that may be imposed for visa processing or immigration services.

7. To hold and account for Confucius Institute funds through the GW financial system,

8. 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”, and its related logo and emblem as its exclusive intellectual property. GW cannot use the title, logo, and emblem in any form, either directly or indirectly, after this Agreement has been terminated. GW may use the title, logo and emblems during the term of this Agreement in accordance with Article 6.1 (Obligations of Headquarters).

GW shall control the use of the names and registered marks of The George Washington University (and any other relevant names), and
associated trademarks and service marks. With GW's prior written approval, Headquarters and CU shall have the right to use these names and marks only for purposes of performing their obligations under this Agreement.

The use, ownership and licensing of any intellectual property created by GW, CU, Headquarters or Confucius Institute faculty, staff or students shall be owned by GW, CU, Headquarters or Confucius Institute faculty, staff or students as the case may be.

In the event that GW, CU, Headquarters, or the Confucius Institute commissions GW, CU, Headquarters or Confucius Institute faculty, staff or students to create intellectual property, such intellectual property shall be owned by the party who commissioned the work.

Intellectual property created as a result of collaboration between at least two of the following: GW, CU, Headquarters or Confucius Institute faculty, staff or students, shall be jointly owned by the parties who contributed to the creation of the intellectual property resulting from the collaboration.

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 when signed by an authorized representatives of each Party.
Article 9  Term
The Agreement shall be in effect on the date when the Parties sign below. The Agreement shall be valid for five (5) years and may be extended thereafter for five (5) year periods by written mutual consent of the Parties.

Article 10  Force Majeure
Parties hereto may be released from their obligations under this Agreement in the event of a national emergency, war, prohibitive government regulation, natural disaster or any other cause beyond the reasonable 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 will make reasonable efforts to mitigate losses. The provisions of this paragraph shall not apply to the payment of fees or to any other payments due from either Party for services already performed as of the date of termination.

Article 11  Termination
This Agreement may be terminated in the following cases:
1. Without cause, upon six (6) months advance written notice of a Party’s intention to terminate.
2. The term of the Agreement expires without renewal.
3. With cause, for a material breach of this Agreement, in which case, the terminating Party shall give notice of the termination to the
non-terminating Party. The non-terminating Party, prior to termination, may be given a reasonable opportunity to cure the breach, which shall not exceed sixty (60) days.

4. The Agreement cannot go through because of force majeure.

The termination of this Agreement shall not affect any other agreement, contract or program between the two Parties.

Should early termination occur, both Parties will reasonably cooperate in good faith to honor commitments to students participating in the Confucius Institute as of the date of termination.

Article 12  Dispute Settlement
In the event of a dispute, the Parties shall consult with each other and agree to negotiate in good faith to find a mutually agreeable resolution. Should such resolution not be reached, all disputes arising out of or relating to this Agreement, or the breach thereof, shall be determined by binding arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. The place of arbitration shall be Washington, DC. The arbitration shall be held in the English language with Chinese interpreters. The costs of interpretation are to be borne equally by each party, unless the tribunal allocates the costs of interpretation to the losing party.

Article 13  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 effectiveness.

Article 14 Other Terms
Information concerning either Party’s business methods, financial information, future plans, personnel data, trade secrets, information systems, financial and accounting policies or similar matters, or information designated as “confidential” by a disclosing Party, including but not limited to the financial terms of this Agreement, or released under circumstances where a reasonable person would understand that such information is to be treated as confidential, shall be treated as confidential. Confidential information shall not be revealed to third parties without the written consent of the disclosing Party, and neither Party may use the other Party’s confidential information for any purpose except for purposes of performing this Agreement. This confidentiality requirement shall not apply to: (i) information in the public domain; (ii) information independently developed by either Party without use of the other Party’s confidential information; (iii) information received by either Party from a third party under no duty of confidentiality; and (iv) a disclosure of information that is required by law.

The Parties agree that this Agreement is deemed confidential.

[Signature Page to Follow]
AGREED:

Confucius Institute
Headquarters (HANBAN)
Chief Executive

XU Lin
Date: 2012.12.16

AGREED:

The George Washington University
President

Steven Knapp
Date: 20 December 2012

The George Washington University
Vice President of
Development and Alumni Relations

Michael Morsberger
Date: November 16, 2012
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

2012-2017

前言

为进一步加强中国与美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，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）（简称为“一方”和“双方”）就合作设立乔治・华盛顿大学孔子学院达成如下协议：

第一条 宗旨

双方同意设立乔治・华盛顿大学孔子学院。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乔治・华盛顿大学的权利和义务。

第二条 学院的性质和指导原则

1. 本协议中，乔治・华盛顿大学孔子学院简称为“学院”。
2. 学院位于乔治・华盛顿大学并由其运营管理，作为一个教学单位。
3. 学院的运行遵照《孔子学院章程》和乔治・华盛顿大学的政策法规运行，并因其所属地，遵守美国所适用于乔治・华盛顿大学的法律。
第三条 执行机构

乔治·华盛顿大学表示愿意与一中方大学进行合作运营学院。总部和乔治·华盛顿大学同意事先分别以书面形式确定该中方大学。经双方事先书面同意后，总部将授权并委托中方大学与乔治·华盛顿大学设立学院。乔治·华盛顿大学与中方大学将就具体合作事宜另行签订补充协议。双方签署前，补充协议须报总部审核批准。

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

学院可开展以下活动：
1、开展汉语教学，提供汉语教学资源。
2、培训汉语教师。
3、举办汉语考试和汉语教师资格认证考试。
4、提供中国教育、文化等信息咨询。
5、开展语言文化交流活动。
6、其他经乔治·华盛顿大学同意并经总部授权开展的活动。

第五条 组织、经营和管理

1、学院由乔治·华盛顿大学自行委派1-2名院长，中方大学配备1名院长，在理事会的指导下开展工作。
   2、理事会由乔治·华盛顿大学和中方大学推荐人选组成，乔治·华盛顿大学占理事会简单多数，以确保学院的运行符合乔治·华盛顿大学的规定。理事会职责是：制定和修改学院计划；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；经所在机构同意任免学院院长；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。

3. 总部保留对学院教学质量的评估权，反馈评估结果。乔治·华盛顿大学接受评估，及时作出回应并尽力按要求进行提高。

4. 乔治·华盛顿大学应本着真诚的原则在设计学院的活动时尊重中国文化习俗。

5. 院长负责向理事会汇报总部经费的使用情况，向理事会提交向总部申请的年度预算。理事会审核年度预算和财务报告并按总部提交。乔治·华盛顿大学负责学院的日常运营和管理。

6. 乔治·华盛顿大学负责学院及其活动的财务运营。

第六条 双方义务

总部义务：

1. 授权使用孔子学院名称和标识。

2. 根据需要提供各种教材、课件和网络课件，并根据学院需要提供其他资源。

3. 首批提供至多 3000 册中文图书、教材和音像资料。

4. 提供 50 万美元启动经费，协议一经生效即拨至乔治·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。

5. 根据学院需要和审核通过的预算，每年提供一定数额的项目经费。

6. 除了本条第 4 和第 5 款所述经费之外，根据办学需要选派中方教师，并负担其旅费、工资等相关费用。

乔治·华盛顿大学义务：

1. 就教师和志愿者在美国当地的住宿和生活提供建议和
指导。

2. 协议有效期内，在华盛顿市 F 大街 2147 号提供地上两层楼面作为学院的教学和活动场地，配备基本的办公、教学设备，为本协议所涉及的项目提供基础设施。若本协议终止，而双方同意另签书面协议开展未来合作，乔治·华盛顿大学将优先考虑使用本条款所述场地开展协议下所议定的活动。

3. 经乔治·华盛顿大学决定，为学院任命行政人员，并提供相关费用。

4. 为中方派遣人员提供办公场地和教学设施。

5. 为派遣到学院的志愿者提供住宿。

6. 协助教师和志愿者获得合适的签证。但参与学院项目的教师和志愿者需最终负责签证和移民法所需材料，包括美国、中国政府或其他签证程序和办理服务所需费用。

7. 在乔治·华盛顿大学财务系统中为学院经费设立帐目。

8. 为学院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，乔治·华盛顿大学不得以任何形式直接或间接使用。协议期间，乔治·华盛顿大学可根据第六条第 1 款使用“孔子学院”及相关标识和徽章。

乔治·华盛顿大学拥有其大学名称和注册标识，以及相关商标和服务标识。总部和中方大学仅在乔治·华盛顿大学事先书面同意且用于执行本协议所规定义务的前提下，有权使用这些名称和标识。
乔治·华盛顿大学、中方大学、总部或孔子学院师生、员工所创立的具体知识产权由乔治·华盛顿大学、中方大学、总部或孔子学院师生员工所拥有。

如乔治·华盛顿大学、中方大学、总部或孔子学院委托乔治·华盛顿大学、中方大学、总部或孔子学院的师生员工创立的知识产权，其所有权为委托方所有。

由乔治·华盛顿大学、中方大学、总部或孔子学院的师生员工中的至少两方合作创立的知识产权，应在合作中为创立知识产权做出贡献的合作方拥有。

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。经双方签字可延长五年。

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，自然灾害，发生其他超出协议方合理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，并应采取合理措施将损失降至最低。本条规定不适用于任何一方因终止日前已履行的服务，而应支付的费用
或其他任何其他应付费用。

第十一条 协议终止
有下列情况之一的，本协议将终止：
1、协议一方可无任何理由要求终止本协议，并且至少提前六个月书面通知对方。
2、协议期限届满，双方不再续签。
3、如本协议因故有重大违约，协议终止方向另一方发出通知。协议终止前，非终止方应被给予合理机会，在60天内纠正违约。
4、因不可抗力致使该协议无法履行。

如提前终止协议，双方应本着真诚的原则承兑投入，合理安排学院的学员，直至协议终止期。

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，应本着真诚的原则协商，找到双方满意的解决办法。协商未果的，所有关于本协议的争议或违约应由国际仲裁中心根据其国际仲裁规则做约束性仲裁。仲裁地应为哥伦比亚特区。以英语并中文翻译进行仲裁和裁定。翻译费由双方平摊支付，除非裁决判定由败诉方支付。

第十三条 协议语言
本协议一式两份，分别以中、英文书写。双方各持中、英文本各一份，两种文本具有同等效力。

第十四条 其他事项
有关任一方的运营方式、财务信息、未来计划、个人信息、商业机密、信息系统、财务和会计政策或类似事务，或被提供方认为是“机密”的信息，包括但不限于本协议的财务信息，或在合理推断下认为应该为机密的信息。未经信息提供方书面许可，机密信息不应向第三方提供，任何一方也不应将另一方的机密信息用于本协议之外的目的。本机密要求不适用于：1. 公共领域信息；2. 任一方未采用另外一方机密信息独立开发的信息；3. 从第三方获取不具机密性的信息；4. 根据法律规定必须公开的信息。

协议双方同意此协议视为机密文本。
孔子学院总部
总干事
许琳
日期: 2012.10.16

乔治·华盛顿大学
校长

Steven Knapp
日期: 20 December 2012

乔治·华盛顿大学
发展和校友关系副校长

Michael Morsberger
日期: December 16, 2012