孔子学院总部与塔夫茨大学
关于合作设立塔夫茨大学孔子学院的协议

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，根据《孔子学院章程》，中国孔子学院总部（以下简称总部）与塔夫茨大学达成如下协议：

第一条 宗旨
本协议的宗旨在于规定在合作设立和经营管理塔夫茨大学孔子学院（以下简称学院）过程中总部和塔夫茨大学的权利和义务。

第二条 学院的性质
学院在塔夫茨大学运营，系非营利性教育机构。

第三条 执行机构
塔夫茨大学同意与北京师范大学进行合作。总部将授权并委托北京师范大学作为学院的中方具体执行机构。塔夫茨大学和北京师范大学将就具体合作事宜另行签订补充协议。补充协议签署前须报总部审核批准。

双方同意学院应在本协议生效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:
一、开展汉语教学，提供汉语教学资源。
二、培训汉语教师。
三、举办汉语考试和汉语教师资格认证考试。
四、提供中国教育、文化等信息咨询。
五、开展语言文化交流活动。
六、除上述活动，其他经总部和塔夫茨大学同意，由学院理事会授权开展的活动。

第五条  组织、经营和管理

一、学院将成立理事会。理事会由塔夫茨大学和北京师范大学推荐人选组成，负责审核学院发展项目、年度计划、预算和决算。

二、学院院长经理事会批准，由塔夫茨大学任命。学院中方院长经理事会批准，由中方执行机构任命。

三、总部将定期对学院的办学质量进行评估。

四、学院开展活动须符合《孔子学院章程》，遵守塔夫茨大学的政策和规定。

五、理事会将编制或指导学院编制年度预算和决算。总部提供启动经费和双方根据下列第六条提供的后续经费后，学院将通过收取学费和提供的语言项目与其他课程费用，逐步实现收支平衡。

第六条  双方义务

一、总部义务：

第二条
（一）根据下列第七条第一部分，授权塔夫茨大学和学院使用孔子学院名称和标识（简称孔院标志）。
（二）提供多媒体课件、教材、辅助教材和音像资料，授权使用网络孔子学院课程。首批提供 3000 册中文图书、教材和音像资料。
（三）提供 15 万美元启动经费，并根据学院需要和总部审批，每年提供一定数额的项目经费。
（四）每学期至少选派一名中方教师（简称中方教师），并负担其相关费用，包括但不限于国际旅费、工资和补助等。教师相关资质应事先经过塔夫茨大学面试通过。

二、塔夫茨大学义务：
（一）经理事会同意，为学院提供适合的办公场地，教学及其他活动场所和设施。
（二）为学院配备必要的行政人员（专职或兼职），并提供等同工资。
（三）为中方教师和院长提供适合的办公场地，并为其寻找合适住宿提供应有的协助。
（四）为中方教师和院长办理非移民美国签证提供应有的协助。
（五）为学院开设专门帐户，并根据塔夫茨大学政策和规定进行管理。
（六）为学院课程、项目、活动等项目收入提供财务管理。所有学分和非学分课程收费标准将根据塔夫茨大学费率制定。
（七）与总部共同筹措学院的年度项目经费，其金额与 6.1（3）里所指的总部提供的年度项目经费大致相等。
第七条  知识产权

一、“孔子学院”及相关标识和徽章的知识产权为总部独家拥有。尽管有上述规定，在本协议有效期内，总部特此授予学院及塔夫茨大学非独家、不可转让的权利和许可（没有任何权力转让），在与学院所举办的项目和课程有关的情况下，可以作为“塔夫茨大学孔子学院”名称的一部分使用“孔子学院”名称。学院或塔夫茨大学不得以任何其他目的使用孔院标志。学院和塔夫茨大学特此同意，不允许中方执行机构之外的其他机构未经总部事先认可，使用“塔夫茨大学孔子学院”名称。总部拥有完整的和不受控制的随时授予或收回的自由裁量权。学院和塔夫茨大学特此认可，总部拥有孔院标志的独家权利、所有权及权益，学院和塔夫茨大学对孔院标志的使用不会给学院和塔夫茨大学带来任何有关孔院标志的权利、所有权及权益。本协议终止后，塔夫茨大学不得以任何形式继续直接或间接使用和转让。

二、未事先得到塔夫茨大学同意，总部、学院和中方执行机构不得使用“塔夫茨”、“塔夫茨大学”及其所属院校和部门的名称、标识或徽章（统称“塔夫茨标志”），或以任何宣传或披露的形式指代塔夫茨大学及其所属院校和部门。塔夫茨大学拥有完整的和不受控制的随时授予或收回的自由裁量权。尽管有上述规定，在本协议有效期内，（1）塔夫茨大学特此授予学院非独家、不可转让的权利和许可（没有任何权力转让），在与学院所举办的项目和课程有关的情况下，可以作为“塔夫茨大学孔子学院”名称的一部分使用“塔夫茨大学”名称及其它塔夫茨标志。（2）塔夫茨大学特此授予总部及中方执行机构非独家、不可转让的权利和许可（没有任何权力转让），可以在列有或指明孔院项目院校的材料上或在总部或中方执行机构内部传阅的报告中
提及“塔夫茨大学”。学院、总部或执行机构不得以任何其他目的使用塔夫茨标志。学院特此同意，不允许任何机构未经事先得到塔夫茨大学同意，使用“塔夫茨大学孔子学院”名称。塔夫茨大学拥有完整的和不受控制的随时授予或收回的自由裁量权。学院、总部和中方执行机构特此承认塔夫茨大学拥有塔夫茨标志的独家权利、所有权及权益，学院、总部及中方执行机构对塔夫茨标志的使用不会给学院、总部或中方执行机构带来任何有关塔夫茨标志的权利、所有权及权益。有关名称使用的要求应和塔夫茨大学的大学法律顾问办公室联系。此协议终止后，总部、学院及中方执行机构将停止使用“塔夫茨”、“塔夫茨大学”名称和其他塔夫茨标志。

三、总部为学院提供的项目和材料，其知识产权为总部所有。由塔夫茨大学雇员独自创造的知识产权按塔夫茨政策和美国的法律属于塔夫茨大学或创造者个人。由塔夫茨雇员和北师大雇员或总部雇员联合创造的知识产权，其产权将根据相关政策和/或法律视为共同所有。共同所有的知识产权发生争议时，双方同意本着诚信的原则与对方进行协商。

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

本协议自最终签字之日起生效（简称有效期）。本协议有效期为五年，经双方书面同意可延长。
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，发生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，并应采取及时有效的措施将协议另一方的损失降至最低。

第十一条  协议终止

有下列情况之一的，本协议将终止：
一、协议一方要求终止本协议，并且至少提前六个月书面通知对方。
二、协议期限届满，双方无继续合作的意愿。
三、因不可抗力致使该协议无法完成。
四、如有违背塔夫茨政策和规定的情况，塔夫茨大学可在书面通知总部后终止协议；如有违背《孔子学院章程》的情况，总部可在书面通知塔夫茨大学后终止协议。尽管有上述规定，塔夫茨大学和总部愿意通过讨论协商解决非原则性违背政策和规定的事宜。

本协议解除时，塔夫茨大学应妥善安排学院学生。

第十二条  争议的解决

若争议不能协商解决，双方同意将争议提交学院所在地有管辖权的司法机构。

第十三条  其他事项
协议双方将视此协议为机密文本，未经对方书面许可，任何协议一方皆不可向第三方（不包括中方执行机构）公布、披露或公开本协议条款，除非这些材料的公布、披露或公开是对于协议一方履行协议中所规定的义务来说是必要的，或这些材料的公布、披露或公开是根据法律、法院命令，或有关认证所要求的。

双方同意，本协议未尽事宜由双方尽可能通过友好协商加以解决。

下列签署人经各自机构授权，签署本协议，以昭信守。

本协议一式两份，每份均用中文和英文写成，两种文本同等作准。

孔子学院总部
总干事

塔夫茨大学
校长

日期: 2014.6.6

Anthony P. Monaco
日期: 05/21/14
AGREEMENT BETWEEN
CONFUCIUS INSTITUTE HEADQUARTERS
AND
TUFTS UNIVERSITY
ON THE ESTABLISHMENT OF
THE CONFUCIUS INSTITUTE AT TUFTS UNIVERSITY

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, according to the Constitution and By-laws of Confucius Institutes, the Confucius Institute Headquarters of China ("the Headquarters") and Tufts University hereby agree as follows:

Article 1  Purpose
The purpose of this agreement is to identify the rights and responsibilities of the Headquarters and Tufts University in the establishment and management of the Confucius Institute at Tufts University ("the Institute").

Article 2  Character
The Institute shall be a non-profit educational institution under the
auspices of Tufts University.

Article 3 Executive Institution
Tufts University agrees to collaborate with Beijing Normal University. The Headquarters will authorize and appoint Beijing Normal University as the Executive Institution for the Institute. Tufts University and Beijing Normal University will sign a supplementary agreement on detailed matters of the cooperation. The supplementary agreement should be reviewed and approved by the Headquarters before signing. The parties agree that the Institute will be launched within one year after the Effective Date.

Article 4 Scope of Activities
The Institute may provide the following activities:
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 and consultative services concerning China’s education, culture, and so forth;
5. Conducting language and cultural exchange activities; and
6. Other activities unrelated to the foregoing with prior authorization from the Institute’s Board of Directors, with consultation with the Headquarters and Tufts University.
Article 5  Organization

1. The Institute shall have a Board of Directors. The Board of Directors is formed with members nominated from Tufts University and Beijing Normal University. The Board of Directors shall be responsible for approving the development program, annual plans, budget proposals, and financial accounts.

2. The Institute shall have an Institute Director appointed by Tufts University. The appointment of the Institute Director must be approved by the Board of Directors. The Institute shall also have a Chinese Institute Director appointed by the Executive Institution. The appointment of the Chinese Institute Director must be approved by the Board of Directors.

3. The Headquarters shall periodically review the quality of teaching at the Institute.

4. The Institute activities must be in accordance with the Constitution and By-laws of Confucius Institute and the policies and regulations of Tufts University.

5. The Board of Directors shall prepare or shall direct the preparation of annual budgets and financial statements for the Institute. It is the expectation of the parties that, after the initial contribution by the Headquarters and subsequent funding by the parties as set forth in Article 6, the Institute will eventually assume the sole responsibility for its own profits and losses by charging tuition and other fees for the language programs and other courses it offers.

Article 6  Obligations

1. The obligations of the Headquarters:
(1) To authorize Tufts University and the Institute to use of the title “Confucius Institute”, logos and institute emblems (“Confucius Marks”) as set forth in Section 1 of Article 7.

(2) To provide multimedia coursewares and other teaching materials, supplementary materials, and audio-visual materials; and authorize the Institute to have access to its online courses. As an initial contribution, Headquarters will provide 3,000 volumes of books, teaching materials, and audio-visual materials.

(3) To provide $150,000 as a start-up fund, and provide a set amount of annual funding as requested by the Institute and agreed to by the Headquarters.

(4) To send at least one Chinese instructor per academic term whose credentials have been first reviewed and approved by Tufts University (each a “Chinese Instructor”). Headquarters will pay all costs associated with such Chinese Instructors, including, but not limited, to salaries, benefits and air fare.

2. The obligations of Tufts University

(1) To provide an appropriate office place, site and facilities for the Institute to carry out its activities, as approved by the Board.

(2) To provide necessary administrative personnel (full time or part-time) and salaries related to same.

(3) To provide reasonable office space for the Chinese Instructor(s) and Chinese Director, and to provide reasonable assistance in finding proper living accommodations for same.

(4) To provide reasonable assistance to Chinese Instructor(s) and Chinese
Director in obtaining a non-immigrant visa for entry into the United States.

(5) To separately account for the financing of the Institute and maintain such account(s) in accordance with Tufts University’s applicable policies and regulations.

(6) To account for all tuition and fees for Institute courses, programs, or related events. All tuition and fees will be at a Tufts University approved rate for credit and non-credit courses.

(7) To jointly work with the Headquarters to raise annual matching funds for the Institute, which are approximately equal to the annual amounts provided by the Headquarters under Article 6.1(3).

Article 7  Intellectual Property

1. The Headquarters exclusively owns the title of “The Confucius Institute”, its related logo, and emblem as its exclusive intellectual property. Notwithstanding the foregoing, during the term of this Agreement, (i) the Headquarters hereby grants to the Institute and Tufts University a non-exclusive, non-transferable right and license (without any power to sub-license) to use the name “Confucius Institute,” but only as part of the name “Confucius Institute at Tufts University” in connection with the programs and courses being conducted and held at the Institute. The Confucius Marks shall not be used for any other purpose by the Institute or Tufts University. The Institute and Tufts University hereby agree that they shall not permit any other party other than the Executive Institution to use the name “Confucius Institute at Tufts University” without the prior consent of the Headquarters, which
consent may be withheld or granted by them in their complete and uncontrolled discretion at any time or times. The Institute and Tufts University hereby acknowledge the Headquarters' exclusive right, title and interest in and to the Confucius Marks and acknowledge that their use of the Confucius Marks will not create in their favor any right, title or interest in or to the Confucius Marks. Tufts University cannot continue using or transfer the title, logo, and emblem in any form, either directly or indirectly, after this agreement has been terminated.

2. The Headquarters, the Institute and the Executive Institution shall not use the names “Tufts” or “Tufts University”, or the name of any school or division thereof, or any logo or insignia of Tufts University or of any school or division thereof (collectively, the “Tufts Marks”), or otherwise identify Tufts University or any school or division thereof, in any form of publicity or disclosure without the prior consent of Tufts University, which consent may be withheld or granted by Tufts University in its complete and uncontrolled discretion at any time or times. Notwithstanding the foregoing, during the term of this Agreement, (i) Tufts University hereby grants to the Institute a non-exclusive, non-transferable right and license (without any power to sub-license) to use the name “Tufts University,” but only as part of the name “Confucius Institute at Tufts University” and other Tufts Marks in connection with the programs and courses being conducted and held at the Institute and (ii) Tufts University hereby grants to the Headquarters and the Executive Institution a non-exclusive, non-transferable right and license (without any power to sub-license) to reference the name “Tufts University” on materials that list or identify the colleges and universities that have
Confucius Institute programs at such colleges and universities or in any internal reports circulated within the Headquarters or the Executive Institution. The Tufts Marks shall not be used for any other purpose by the Institute, the Headquarters and the Executive Institution. The Institute hereby agrees that it shall not permit any other party to use the name "Confucius Institute at Tufts University" without the prior consent of Tufts University, which consent may be withheld or granted by them in its complete and uncontrolled discretion at any time or times. The Institute, the Headquarters and the Executive Institution hereby acknowledge Tufts University's exclusive right, title and interest in and to the Tufts Marks and acknowledge that their use of the Tufts Marks will not create in their favor any right, title or interest in or to the Tufts Marks. Any request for any such name use shall be directed to the Office of University Counsel at Tufts University. Upon termination of this Agreement, the Headquarters, the Institute and the Executive Institution shall cease using the names "Tufts" and "Tufts University" and any of the other Tufts Marks.

3. Headquarters owns the intellectual property of any programs or materials it provides for the use of the Institute. Intellectual property created exclusively by employees of Tufts University belongs to Tufts University or the individual creator as provided by Tufts policy and the law of the United States. The rights to intellectual property developed jointly by (i) Tufts employees and (ii) employees of BNU or the Headquarters shall be owned jointly as relevant policy and/or law provides. In the event of any dispute concerning jointly-owned intellectual property, the parties agree to consult with each other in good
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 as signed by authorized representatives of the parties.

Article 9  Term
The Agreement shall be in effect on the date when the last party signs below ("Effective Date"). The Agreement shall have be for five (5) years, and may be extended only by the mutual agreement of the parties in writing.

Article 10  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 in writing that the program may be delayed or terminated, and duly take the effective measures to mitigate the loss of the other party.

Article 11  Termination
This Agreement shall be terminated in one of the following cases:
1. Either party intends to terminate this Agreement upon giving a 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 cannot be completed because of force majeure.

4. In the event of a violation of Tufts policies and regulations, Tufts University may terminate this Agreement upon written notice to the Headquarters and, in the event of a violation of the Constitution and By-laws of Confucius Institutes, the Headquarters may terminate this Agreement upon written notice to Tufts University. Notwithstanding the foregoing, Tufts University and the Headquarters intend to discuss and remedy by mutual agreement any non-material violations of policies and regulations.

Before the Agreement is terminated, Tufts University should make appropriate arrangement for any enrolled students of the Institute.

Article 12 Dispute Settlement

In the events that any dispute cannot be settled by mutual agreement, the Parties agree that the dispute will be submitted and filed with the appropriate judicial district in the Institute’s location.

Article 13 Other Terms

The parties to this Agreement will treat this Agreement as confidential and will not, without prior written consent, publish, release or disclose the terms of this agreement to third party (except the Executive Institution), except insofar as such publication, release or disclosure is necessary to enable each party to fulfill their obligations under this Agreement or such
publication, release or disclosure is required by applicable law, by a court order or by applicable accreditation requirements.

The parties desire that other matters not settled by this Agreement shall be solved, to the extent reasonably possible, through friendly, cooperative negotiations between the two parties.

Article 14 Agreement Language

This Agreement is written in both Chinese and in English, each party having a version in each language. Each version shall be of equal legal weight and authority as the other.

The undersigned hereby are duly authorized by each institution to execute this Agreement.

Confucius Institute
Headquarters (HANBAN)
Chief Executive

Tufts University
President

XU Lin
Date: 2014.6.6

Anthony P. Monaco
Date: 05/21/14