中国孔子学院总部与美国塔夫茨大学校董事会
关于在塔夫茨大学建设和运作
塔夫茨大学孔子学院的修订及重述后的协议

本修订及重述后的协议（以下简称“本协议”）于 2019年 9 月 16 日签署。本协议对 2014 年 6 月 6 日中国孔子学院总部（以下简称“总部”）与塔夫茨大学校董事会（以下简称“塔夫茨大学”）关于建立塔夫茨大学孔子学院签署的协议（以下简称“原协议”）进行修订、重述，并完全取代原协议。本协议签署、交付后，原协议（含中英两种语言文本）将终止，不再具有任何法律效力。在本协议中，总部和塔夫茨大学分别为“协议一方”，统称为“协议双方”。

协议双方希望加强中国与塔夫茨大学的教育合作，支持并进一步推广中国语言与文化，鼓励并推动中国语言与文化的学术研究，增进中美两国人民的相互理解。为了实现上述目标，总部与塔夫茨大学就以下事项达成协议：

第一条 宗旨

2015年，为促进中国语言与文化的学术研究和教育，提供汉语及文化培训，塔夫茨大学建立了孔子学院，该项目得到了总部提供的实物和资金支持。塔夫茨大学孔子学院的项目与活动包括由塔夫茨大学面向大学和本地社区提供的非学位语言与文化项目。塔夫茨大学孔子学院既不是一个独立的实体机构，也不是塔夫茨大学文理学院中文学位授予课程
的一部分。本协议载明协议双方就继续运作塔夫茨大学孔子学院所达成的协议。

第二条 性质

塔夫茨大学孔子学院将出增进美国跨文化理解的目的提供各类语言与文化项目，包括提供中国语言与文化相关的非学分、学位课程、项目与活动。所有项目均由塔夫茨大学指导，并在塔夫茨大学的唯一管理和掌控之下，所有项目须遵守所有适用于美国联邦、州和地方法律、法规和塔夫茨大学的政策、程序和规定，包括但不限于塔夫茨大学的学术自由和言论自由的政策和原则（所有的法律、法规、政策和原则，以下统称“美国规则”）。

此外，总部及塔夫茨大学认可塔夫茨大学与北师大的合作将促进并支持塔夫茨大学孔子学院的中国语言与文化项目。北师大将履行总部在本协议项下除提供资金以外的所有义务，塔夫茨大学将继续保持与北师大建立的长期学术合作关系，为支持和推动塔夫茨大学孔子学院的中国语言与文化项目挑选访问教授及其他学术资源。虽然有上述与总部或北师大的合作关系，但塔夫茨大学孔子学院将只受到塔夫茨大学的管理控制。

第三条 业务范围

塔夫茨大学孔子学院将完全在塔夫茨大学的掌控与指导下于塔夫茨大学开展下列非学分及非学位项目：
1. 开展汉语教学及促进汉语教学工作，提供汉语教学资源，从事有关汉语教学法和中国文化的学术研究；
2. 培训汉语教师并开发汉语教学资源；
3. 举办诸如汉语水平考试和其他考试之类的汉语考试，举办对外汉语教学能力证书考试；
4. 开展语言文化交流活动；
5. 其他经协议双方书面同意开展的活动。

上述所有活动均须遵照美国规则进行，包括但不限于塔夫茨大学的学术自由和言论自由原则。

汉语教师和研究生实习生在美期间不得在塔夫茨大学以外从事任何学术或文化活动，但经塔夫茨大学事先批准者除外，且汉语教师和研究生实习生须严格按照其签证类别的相关限制开展活动。

第四条 组织

塔夫茨大学孔子学院是塔夫茨大学的一个单位，但不是一个独立的法律实体。在与北师大协商后，塔夫茨大学将全权酌情设立塔夫茨大学孔子学院顾问委员会，该委员会成员可包含塔夫茨大学和北师大的教授或管理人士。该委员会可就塔夫茨大学孔子学院的各项活动，包括教学、研究、筹款、年度预算编制和其他事项提出建议，但该委员会对塔夫茨大学孔子学院没有具有约束力的管理、运营或学术管辖权，塔夫茨大学孔子学院的管理完全在塔夫茨大学的掌控之下。

第五条 义务

A. 总部义务：
1. 总部向塔夫茨大学声明并保证：总部拥有与孔子学院相关的商标、商标名、标识及相关知识产权（以下简称“学院标识”）的完整知识产权和所有权；总部拥有充分的权利与权力，可以授权塔夫茨大学使用学院标识。学院
特此向塔夫茨大学授予已缴足及免版税的许可使用权，在本协议有效期内塔夫茨大学可以出于开展本协议许可或计划的活动之目的使用孔院标识。

2. 总部将向塔夫茨大学提供传统面授或在线教学课件及其他材料，但相关课件及材料的使用将完全由塔夫茨大学独立决定和批准。

3. 每年选派至少两名满足塔夫茨大学标准的、来自北师大或其他大学的汉语教师，并由总部和北师大负担其国际旅费、工资、房租、生活费和签证费。塔夫茨大学不负责为上述汉语教师支付任何费用或代其支付任何费用。上述汉语教师的选择权完全在塔夫茨大学，总部和北师大须向塔夫茨大学提供教师申请材料和简历，供其审阅。北师大须保证所有汉语教师达到在塔夫茨大学孔子学院任教及进行科研活动的标准。相关汉语教师须向塔夫茨大学孔子学院美方院长汇报工作并接受其监督。相关汉语教师除在塔夫茨大学开展中国语言与文化活动以外，还须进行学术研究，研究课题须由塔夫茨大学孔子学院美方院长批准。相关汉语教师无权为塔夫茨大学或塔夫茨大学孔子学院制定决策，不是塔夫茨大学员工，也无权享受任何塔夫茨大学员工能够享受的任何待遇。相关汉语教师在美期间必须遵守美国的规则，包括但不限于塔夫茨大学的学术自由和言论自由的政策和原则。

4. 每年选派至少两名满足塔夫茨大学标准的、来自北师大或其他大学的研究生实习生，并由总部和北师大负担其国际旅费、房租和签证费。塔夫茨大学不负责为上述研究生实习生支付任何费用或代其支付任何费用。
用。上述研究生实习生须为北师大或其他大学的研究生。北师大须保证所有研究生实习生达到塔夫茨大学孔子学院任教及进行科研活动的标准。上述研究生实习生的选择权完全在塔夫茨大学，总部和北师大须向塔夫茨大学提供研究生实习生申请材料和简历，供其审阅。相关研究生实习生须向塔夫茨大学孔子学院美方院长汇报工作并接受其监督。相关研究生实习生除在塔夫茨大学开展中国语言与文化活动以外，还须进行学术研究，研究课题须由塔夫茨大学孔子学院美方院长批准。相关研究生实习生无权为塔夫茨大学或塔夫茨大学孔子学院制定决策，不是塔夫茨大学员工或学位学生，也无权享受任何塔夫茨大学员工或塔夫茨大学研究生能够享受的任何待遇。相关研究生实习生在美期间必须遵守美国的规则，包括但不限于塔夫茨大学的学术自由和言论自由的政策和原则。

5. 总部须向塔夫茨大学提供汉语教师和研究生实习生与塔夫茨大学孔子学院或塔夫茨大学相关的所有协议的复印件，如果任何政府实体或机构要求或法院命令下，塔夫茨大学在此获得授权可以向其提供相关协议。

6. 总部须支持塔夫茨大学参加由总部主办或承办的各类项目，包括允许塔夫茨大学人员参与孔子学院奖学金项目，为赴华夏令营和冬令营提供资金支持，孔子新汉学项目等。

B. 塔夫茨大学义务:
1. 塔夫茨大学须酌情为塔夫茨大学孔子学院的教学和其他活动提供一间办公室及合适场地。塔夫茨大学须在寻找住房方面为汉语教师和研究生实习生提供合理帮助。
2. 塔夫茨大学须委任其一名员工担任塔夫茨大学孔子学院院长，该院长负责按照塔夫茨大学所确定的水平运作塔夫茨大学孔子学院。
3. 塔夫茨大学须酌情按照塔夫茨大学所确定的水平，为协助塔夫茨大学孔子学院的运作配备其他行政人员和教师（专职或兼职）。
4. 塔夫茨大学须协助相关汉语教师和研究生实习生办理所需的、恰当的入境手续，以协助开展塔夫茨大学孔子学院的各类项目并进行相关科研活动。总部同意支付所有相关费用或为塔夫茨大学提供所有与签证手续相关费用的报销。
5. 塔夫茨大学须向总部提交年度预算和决算，详细说明总部拨付给塔夫茨大学孔子学院的经费支出情况。塔夫茨大学还应为孔院提供支持，包括向从事孔院事务的塔夫茨大学雇员支付的工资和福利，以及与孔院有关的办公场地及所有日常开支。

第六条 经费支持

塔夫茨大学孔子学院将由塔夫茨大学运作，可以依据总部根据塔夫茨大学提供的资金预算得到的经费支持。塔夫茨大学运作其孔子学院的义务以及该孔子学院的运作程度取决于相关经费的充裕程度。如果无法获得足够的运作经费，总部或塔夫茨大学均可终止塔夫茨大学孔子学院及其任何
或全部活动，并可在任何时间终止本协议，且此后不承担任何相关义务。

第七条 协议修订；法律约束力
本协议的中英文文本可不时通过书面方式修订，并由协议双方的授权代表签字。协议双方在本协议项下的义务将由本协议英文版管辖。

第八条 协议有效期
如双方签署日期不一致，本协议自较迟的签署日起生效（以下简称“生效日”）。本协议自生效日起有效期为两（2）年（以下简称“有效期”），但若未能获得充足经费或出现下文第十条所列协议提前终止事项，则协议将提前终止。经协议双方书面同意，本协议的有效期可多次延长。

第九条 不可抗力
协议双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、战争、自然灾害、罢工、劳资纠纷、暴乱，政府颁布禁令，或发生其他超出协议双方控制范围的使协议双方不能继续履行协议规定义务的事件等。如发生此类情况，协议当事方须通知另一方，将项目延期或取消，以便减少协议另一方的损失。

第十条 协议终止
有下列情况之一的，本协议将终止：
1. 总部或塔夫茨大学要求终止本协议，并且至少提前 60 日书面通知对方。
2. 因不可抗力致使本协议无法履行时，协议任何一方均可终止本协议。
3. 如果（a）适用美国法律或马萨诸塞州法律或任何政府或法院命令认为，与总部的任何协议或本协议的任何条款不被允许，或（b）由于本协议或塔夫茨大学孔子学院的存在，塔夫茨大学原本可以获得的任何相关经费无法正常获得，则塔夫茨大学在向总部发出一份由塔夫茨大学起草的书面通知时可终止本协议。
4. 如果协议一方自行根据合理判断，认为其形象与声誉因其与协议另一方的关系受到严重的负面影响，则该方可向另一方发出书面通知后终止本协议。

本协议的解除不影响双方或塔夫茨大学与北师大之间正在执行的，与本协议义务无关的其他单独协议、合同或项目。

产生于协议终止日之前且尚未完成的协议一方对另一方的支付义务须在协议实际终止日后 30 日之内支付完成。若协议一方向另一方就具体活动提供的相关经费在协议终止日时尚未支出或尚未给该活动拨付，则相关经费须在协议实际终止日后 30 日内返还给提供经费的协议方。

第十一条 争议解决；行动责任

在协议履行过程中若发生任何争议，协议双方及北师大应协商解决。协商未果的，协议双方同意将争议提交仲裁。任何协议一方须选择一名仲裁员，这两位仲裁员再选择第三
名仲裁员。仲裁应在马萨诸塞州依据美国仲裁协会商事仲裁规则以英语进行。

第十二条 协议语言
本协议以中、英文书就。双方各持已签署的中、英文本各一份。本协议英文版的效力高于中文版，且协议双方的权利与义务以英文版论述为准。与本协议解释、效力和解释相关的所有问题以及本协议规定的义务履行应受马萨诸塞州内部法律管辖，并根据其进行解释，不考虑其他任何管辖区的任何准据法或法律冲突的规定或规则。

第十三条 责任
协议任何一方均对其及其员工及代表的行为、疏忽与遗漏负责。

第十四条 非歧视
协议双方同意遵守所有与就业机会平等、移民、非歧视相关的适用州及联邦法律、规则、法规和行政命令，包括《美国残疾人法案》和平权行动等。

第十五条 知识产权
总部拥有其向塔夫茨大学孔子学院独家提供的任何项目或材料的知识产权。塔夫茨大学员工或代表独立创作的知识财产，其知识产权根据塔夫茨大学政策和美国法律规定，由塔夫茨大学或创作相关知识产权的个人拥有。若塔夫茨大学孔子学院合作活动产生任何知识财产，协议双方、北师大、
汉语教师、研究生实习生和协议双方其他员工分别拥有的相关权益根据塔夫茨大学政策、规章，以及适用美国法律的规定确定。

第十六条 完整协议

本协议构成协议双方之间的完整协议。在未获得双方书面同意时，针对本协议任何条款的豁免、许可、修订或变更对协议任何一方均无约束力。若对协议作出任何豁免、许可、修订或变更，则相关豁免、许可、修订或变更仅在特定情况下且出于明确说明的特定目的有效。除本协议明确说明者以外，协议双方无任何其他口头或书面谅解、协议或声明。总部和塔夫茨大学双方授权代表签署本协议，且特此承诺其已阅读本协议文本、理解协议内容，并同意受到本协议条件与条款的约束。协议双方同意，北师大与塔夫茨大学签署的协议应与本协议保持一致，且北师大须同意除总部提供经费这一条款以外，北师大将视其为协议签署方，遵守本协议所规定的全部条款。

第十七条 信息公开；媒体

协议双方同意，本协议、塔夫茨大学与北师大签署的任何协议，以及总部提供经费的年度收入与支出明细表均可由塔夫茨大学在公开网站上发布，或以其他方式公布。

尽管有以上规定，在未获得塔夫茨大学实现许可的情况下，总部和北师大在任何形式的公开材料或披露材料中均不得使用“塔夫茨”或“塔夫茨大学”的名称，或该大学任何院系部门的名称，或塔夫茨大学或该大学任何院系部门的任何徽标或标志，或提及塔夫茨大学或该大学任何院系部门。
塔夫茨大学在任何时候均可就是否给予上述许可作出独立的、不受任何外界影响的决定。对于使用相关名称许可的申请应发送至塔夫茨大学法律事务办公室。在本协议终止后，总部和北师大须停止使用“塔夫茨”和“塔夫茨大学”的名称，该大学任何院系部门的名称，以及塔夫茨大学或该大学任何院系部门的任何徽标或标志。

协议双方谨正式签署本协议为证，且协议自下面较迟的签署日起生效。

孔子学院总部
副总干事

塔夫茨大学校董会
第一副校长

马箭飞

日期：2019.9.11

日期：2019.9.16
AMENDED AND RESTATED AGREEMENT
BETWEEN
CONFUCIUS INSTITUTE HEADQUARTERS OF
CHINA, AND
THE TRUSTEES OF TUFTS COLLEGE
FOR THE ESTABLISHMENT AND OPERATION OF
CONFUCIUS INSTITUTE AT TUFTS UNIVERSITY

This Amended and Restated Agreement (this “Agreement”) dated as of September 16, 2019 amends, restates and supersedes in its entirety that certain Agreement for the establishment of the Confucius Institute at Tufts University (“CIT”) by and between the Confucius Institute Headquarters of China (“Headquarters”) and the Trustees of Tufts College (“Tufts”) dated as of June 6, 2014 (the “Original Agreement”). Upon the execution and delivery of this Agreement, the Original Agreement (both the English and Chinese language versions) shall terminate and be of no force or effect. Headquarters and Tufts shall be referred to herein as a “Party” and collectively, as the “Parties.”

The Parties desire to strengthen educational cooperation between China and Tufts, support and promote wider knowledge of Chinese language and culture, encourage and facilitate academic study on Chinese language and culture, and increase mutual understanding between the peoples of China and the United
States. To carry out these objectives, Headquarters and Tufts hereby agree as follows:

Article 1 Purpose
In 2015, Tufts established CIT as a program for the promotion of scholarship and education about Chinese language and culture and for the delivery of Chinese language training and cultural instruction with in-kind and monetary support from Headquarters. CIT programs and activities consist of non-degree language and cultural programs provided by Tufts to the campus and the community at large. The program is neither a separate entity nor a part of the academic degree-granting program in Chinese in Tufts’ School of Arts and Sciences. This Agreement sets forth the Parties’ agreement for the continued operation of CIT.

Article 2 Character
CIT will provide language and cultural programs with the purpose of enhancing intercultural understanding in the United States by sponsoring non-credit and non-degree courses, programs, and activities on Chinese language and culture. All programs will be directed by, and are within the sole control and discretion of Tufts and must comply with the applicable U.S. federal, state and local laws and regulations and Tufts’ policies, procedures, and regulations, including, without limitation, Tufts’ policies and principles of academic freedom and freedom of expression (all of such laws, regulations, policies and principles are hereinafter referred to, collectively, as the “US Rules”).
Headquarters and Tufts also recognize that Tufts’ collaboration with BNU will facilitate and support CIT in its Chinese language and cultural programs. BNU will implement Headquarters’ obligations under this Agreement, other than the funding. Tufts will continue its longstanding academic collaboration with BNU to identify visiting faculty and other scholarly resources to support and promote CIT’s Chinese language and cultural programs. Notwithstanding this collaboration with Headquarters or with BNU, CIT will remain under the exclusive management control of Tufts.

Article 3 Scope of Activities

CIT will undertake the following non-credit and non-degree programs at Tufts, all at the discretion and the direction of Tufts:

1. Teach and facilitate the teaching of Chinese language, provide Chinese language teaching resources, and engage in research and academic study on Chinese language pedagogy, as well as Chinese culture;
2. Train Chinese language instructors and develop Chinese language teaching materials;
3. Administer a Chinese language proficiency test such as the HSK examination and other tests to certify ability to teach Chinese as a foreign language;
4. Conduct language and cultural exchange activities;
5. Such other activities as the parties may mutually agree to in writing.

Each such activity must be conducted in accordance with the US Rules, including, without limitation, Tufts’ principles of academic freedom and freedom of expression.
The Chinese instructors and graduate interns will not conduct any academic or cultural activities in the United States outside of Tufts, unless pre-approved by Tufts, and the Chinese instructors and graduate interns shall comply with the restrictions placed on their activities by their visas.

Article 4  Organization

CIT is established as a unit of Tufts and is not a separate legal entity. At its sole discretion, Tufts will also appoint a CIT Advisory Board in consultation with BNU, which may include faculty or administrators from Tufts and BNU. The Advisory Board may provide advice to CIT concerning CIT's various activities, including teaching, research, fund raising, annual budget proposal and other matters; but the Advisory Board will have no binding management, operational or academic authority over CIT, which management shall remain within the full discretion and control of Tufts.

Article 5  Obligations

A. The obligations of Headquarters:

1. Headquarters represents and warrants to Tufts that it owns the rights to the name Confucius Institute, that it has full rights and title to the trademark, tradenames, logos and related intellectual property related to the Confucius Institute (the “CI Marks”), and that it has the full right and power to license the use of the CI Marks to Tufts. Headquarters hereby grants to Tufts a fully paid up royalty-free license to use the CI Marks in connection with Tufts activities permitted or contemplated by this Agreement while this Agreement is in effect.
2. Headquarters shall provide courseware and other materials to Tufts whether for traditional face-to-face or online instruction, the use of which shall be at the sole discretion and approval of Tufts.

3. To provide at least two Chinese instructors from BNU or another university, per year, acceptable to Tufts, and pay (either directly or through BNU) for their airfares, salaries, rent, living expenses and visa expenses. Tufts is not responsible for making any payments to or on behalf of such Chinese instructors. The selection of such Chinese instructors is in the sole discretion of Tufts. Headquarters and BNU shall make their applications and resume available to Tufts for review. BNU shall be responsible for ensuring that all Chinese instructors are qualified for their teaching and research activities with CIT. Such Chinese instructors shall report to and be supervised by Tufts’ director of CIT. The Chinese instructors, in addition to implementing Chinese language and cultural programs at Tufts, shall engage in research on topics to be approved by Tufts’ director of CIT. The Chinese instructors are not authorized to make decisions for Tufts or for CIT and are not employees of Tufts and shall not be entitled to any of the benefits of a Tufts employee.

The Chinese instructors must comply with the US Rules, including, without limitation, Tufts’ policies and principles of academic freedom, and freedom of expression while they are in the United States.

4. To provide at least two graduate interns from BNU or another university, per year, acceptable to Tufts, and pay (either directly or through BNU) for their airfares, rent and visa expenses. Tufts is not
responsible for making any payments to or on behalf of such graduate interns. Each such graduate intern shall be a graduate student at BNU or such other university. BNU is responsible for ensuring that all graduate interns are qualified for their teaching and research activities with CIT. The selection of such graduate interns is in the sole discretion of Tufts. Headquarters and BNU shall make their applications and resumes available to Tufts for review. Such graduate interns shall report to and be supervised by Tufts’ director of CIT. The graduate interns, in addition to implementing Chinese language and cultural programs at Tufts, shall engage in research on topics to be approved by the director of CIT. The graduate interns are not authorized to make decisions for Tufts or for CIT and are not employees or degree students of Tufts and shall not be entitled to any of the benefits of a Tufts employee or a Tufts graduate student. The graduate interns must comply with the US Rules, including Tufts’ policies and principles of academic freedom and freedom of expression while they are in the United States.

5. Headquarters shall share with Tufts a copy of all agreements binding the Chinese instructors and graduate interns in connection with their involvement with CIT or with Tufts. Tufts is hereby authorized to disclose such agreements to others, if requested by any government entity or agency or by a court order.

6. Headquarters shall support Tufts’ participation in programs sponsored or hosted by Headquarters, including eligibility for the Confucius Institute Scholarship program for Tufts participants, financial support
for Summer and Winter Camps in China, and the Confucius China Studies Program.

B. The obligations of Tufts:

1. Tufts shall provide an office and appropriate sites, within the discretion of Tufts, for the instructional and other activities of the CIT. Tufts shall provide reasonable assistance to the Chinese instructors and the graduate interns in locating living accommodations.

2. Tufts shall provide one of its employees to serve as the director of the CIT to operate CIT at a level to be determined by Tufts.

3. Tufts shall provide other administrative personnel and teaching staff (full time or part-time), in its discretion, to assist with the operation of CIT at a level to be determined by Tufts.

4. Tufts shall assist with necessary and appropriate immigration procedures for the Chinese instructors and graduate interns to assist Tufts with CIT's programs and to conduct research. Headquarters agrees to pay to or reimburse Tufts an amount sufficient to cover all costs and expenses related thereto.

5. Tufts shall submit to Headquarters an annual budget and financial report detailing expenditure of funds provided by Headquarters for CIT. Tufts shall also provide support to CIT, evidenced by the salary and benefits paid to the Tufts employees who work on CIT matters and the office space and all overhead associated with CIT.
Article 6  Financial Support
CIT will be operated by Tufts and may be supported with funds provided by Headquarters in accordance with the budget provided by Tufts. Tufts' obligation to operate CIT and the level of operation is subject to availability of funds and, in the event that adequate funding is not available, Headquarters or Tufts may discontinue CIT and any or all of its activities and terminate this Agreement at any time without further obligation.

Article 7  Amendment; Binding Version
This Agreement may be amended from time to time in writing, in both English and Chinese, signed by authorized representatives of the parties. The parties' obligations under this Agreement shall be governed by the English language version of this Agreement.

Article 8  Term
The Agreement shall be effective on the later of the date(s) when the two parties sign below (the "Effective Date"). The Agreement shall continue for a period of two (2) years from the Effective Date subject to availability of funding and any early termination as set forth below (the "Term"). The Agreement may be extended for additional terms by mutual written agreement of the parties.

Article 9  Force Majeure
The Parties hereto will be released from their obligations under this Agreement in the event of a national emergency, war, natural disasters, strikes, labor disputes, riots, applicable and valid prohibitive government regulation
or any other cause beyond the control of the Parties that renders the performance of this Agreement impossible. In the event of such circumstance, the Party under the force majeure situation shall inform the other Party so the program may be delayed or terminated in order to mitigate the loss of the other Party.

Article 10 Termination

This Agreement shall be terminated early in one of the following cases:

1. Headquarters or Tufts may terminate this Agreement without cause upon giving written notice at least 60 days in advance of their intention to terminate.

2. Either Party may terminate this Agreement if this Agreement cannot be performed because of force majeure.

3. Tufts may terminate this Agreement, upon delivery of a written notice by Tufts to Headquarters, if (a) any arrangement with Headquarters or the terms of this Agreement are not permitted under applicable U.S. or Massachusetts law or any government or court order or (b) any funding otherwise granted to Tufts is in jeopardy due to the continuation of this Agreement or CIT.

4. Either Party may terminate this Agreement, upon delivery of a written notice from such Party to the other Party, if the image and reputation of such Party are materially and adversely affected by association with the other Party, as determined in the reasonable discretion of the terminating Party.
The termination of the Agreement will not affect any other separate and independent agreement, contract or program between the Parties or between Tufts and BNU that are unrelated to the obligations of this Agreement.

Any payment obligation owed by one Party to the other and incurred prior to the termination date but not yet paid shall be paid to the other Party no later than 30 days after the effective termination date. Any funds provided by one Party to the other specifically for certain activities and not expended or committed for that specific activity upon the effective termination date shall be returned to the Party that provided the funds no later than 30 days after the effective termination date.

Article 11 Dispute Resolution; Responsibility of Actions
In the event of any dispute, the two Parties, together with BNU, will consult with each other cooperatively. Should this process not resolve the dispute, the parties agree to refer the dispute to arbitration. Each Party shall pick one arbitrator and these two arbitrators shall pick a third arbitrator. The arbitration shall take place in English in the Commonwealth of Massachusetts in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

Article 12 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 English language version of the Agreement shall take precedence and shall
control each Party's rights and obligations. All questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal laws of the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

Article 13 Responsibility
Each Party is responsible for its own actions, negligence and omissions and that of the respective employees and agents.

Article 14 Nondiscrimination
The Parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.

Article 15 Intellectual Property
Headquarters owns the intellectual property of any programs or materials it exclusively provides for the use of CIT. Intellectual property created exclusively by employees or agents of Tufts belongs to Tufts or the individual creator as provided by Tufts policy and the law of the United States. The respective interests of the Parties, BNU, the Chinese instructors, graduate interns and other employees of the Parties in any intellectual property
resulting from joint activities at CIT shall be determined in accordance with Tufts’ policies and regulations and applicable laws of the United States.

Article 16 Entire Agreement

This Agreement constitutes the entire agreement between the Parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties. Such waiver, consent, modification, or change if made shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Headquarters and Tufts, by signature of their authorized representatives hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions. The Parties agree that the Agreement between BNU and Tufts shall be consistent with this Agreement and that BNU shall agree to comply with each of the provisions under this Agreement as though BNU had been a signatory under this Agreement, other than the funding to be provided by Headquarters.

Article 17 Publicity; Media

The Parties agree that this Agreement, any agreement by and between Tufts and BNU and any annual statement of income and expenses of funds from Headquarters may be posted by Tufts on public website(s) or be otherwise made publicly available.

Notwithstanding the foregoing, Headquarters and BNU 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, or otherwise identify Tufts University or any school or division thereof, in any form of publicity or disclosure without the prior consent of Tufts, which consent may be withheld or granted by Tufts in its complete and uncontrolled discretion at any time or times. Any request for any such name use shall be directed to the Office of University Counsel at Tufts. Upon termination of this Agreement, Headquarters and BNU shall cease using the names “Tufts” and “Tufts University”, the name of any school or division thereof, and any logo or insignia of Tufts or of any school or division thereof.

In Witness Whereof, the parties have executed this Agreement to be effective as of the later of the dates indicated below.

Confucius Institute
Headquarters

By: [Signature]
Name: [Name]
Title: Deputy Chief Executive
Date: 2019.9.11

By: [Signature]
Name: [Name]
Title: Provost and senior vice president
Date: 2019.9.16

Trustees of Tufts College