IMPLEMENTATION AGREEMENT
BETWEEN
THE STATE OF OREGON, ACTING BY AND THROUGH THE STATE BOARD OF HIGHER EDUCATION, ON BEHALF OF THE UNIVERSITY OF OREGON, EUGENE, OREGON, USA
AND
EAST CHINA NORMAL UNIVERSITY, SHANGHAI, CHINA
FOR THE DEVELOPMENT OF THE CONFUCIUS INSTITUTE
AT THE UNIVERSITY OF OREGON

This agreement is between the State of Oregon, Acting by and through the State Board of Higher Education, on behalf of the University of Oregon, Eugene, Oregon, USA (UO) and East China Normal University (ECNU), Shanghai, China.

I. PURPOSE
The object of this agreement is to support the development and sustainable operation of the Confucius Institute at UO.

II. MEMBERS OF THE BOARD OF ADVISORS
Denis Simon, Vice Provost for International Affairs, UO
James Hutchison, Lokey-Harrington Endowed Chair in Pure and Applied Chemistry, UO
Wendy Larson, Vice Provost of Portland Programs, UO
Ada Lee, President, B&A International, Inc., Eugene, Oregon
Richard Suttmeier, U.S. China Relations in Science and Technology, UO
Linda Walton, Professor of History, Portland State University, UO
Chen Qun, Vice President for International Affairs, ECNU

III. OBLIGATIONS OF THE BOARD OF ADVISORS
1. To provide advice regarding the operation of the Confucius Institute, including teaching, research and management.
2. To formulate the development plan based on the scope of activities for the Confucius Institute at UO.
3. To provide advice regarding the curricula of the teaching programs run by the Confucius Institute.
4. To provide advice regarding the recruitment plan for all the programs run by the Confucius Institute.
5. To formulate the financial plan of the Confucius Institute, subject to approval by UO and ECNU.
6. To recommend the appointment of an Executive Director and a Co-Director of the Confucius Institute. Executive Director should be a professor from UO with
administrative abilities who is devoted to Sino-American cultural exchange and the establishment of the Confucius Institute. The Co-Director should be assigned by ECNU and should be qualified in English and Chinese Culture, and have management and coordination abilities. The Executive Director reports to the Board of Advisors.

7. To establish the office of the Executive Director to receive and act upon information received from the Board of Advisors. The office consists of Executive Director and one or two administrative staff tentatively.

IV. MECHANISM OF THE BOARD OF ADVISORS
1. Establish clear lines of communication between the Board of Advisors and the Confucius Institute.
2. Convene Board of Advisors Meetings at least once annually to make important recommendations regarding the operation and development of the Confucius Institute.
3. Submit the Confucius Institute’s annual plans and fiscal year summaries to the UO, Hanban, and ECNU every year.
4. Consult with Hanban on any issues regarding the operation of the Confucius Institute.

V. RESPONSIBILITIES

RESPONSIBILITIES OF ECNU
1. Propose candidates for the position of Co-Director to UO and to work with Hanban and the Executive Director to select the best available candidate. The Co-Director will be appointed for a term of two years with the possibility of renewal based upon performance review.
2. Provide two visiting scholars/instructors on Chinese language and culture to teach at UO during each academic year.

RESPONSIBILITIES OF UO
1. Facilitate the appointment of the Executive Director of the Confucius Institute. The Executive Director will be appointed for a term of three years but will not have tenure in such position.
2. Provide offices with necessary facilities for the Co-Director and instructors for their work with the Confucius Institute.
3. Give visiting scholar privileges to the Co-Director and instructors.
4. Assist the Co-Director and the instructors on the visa application and residence procedures.

VI. FINANCIAL SUPPORT
1. The funding of the Confucius Institute consists of four parts:
   i. Support from UO;
ii. Support from Hanban;
iii. Fees from the programs of the Confucius Institute; and
iv. Donation from the community.

2. The Confucius Institute should submit yearly budget reports and yearly settlement reports to the UO, Hanban, and ECNU at the beginning of each academic year.

3. Income generated from the Confucius Institute should be used to support the operation expenditures and the development and expansion of the Confucius Institute.

VII. NON-AGENCY CLAUSE

In carrying out the responsibilities and obligations of this Agreement, neither Party shall be acting as the partner, co-venturer, agent, or principal of the other with regard to dealings with or injuries to third parties. The relationship of the Parties is that of independent contractors and not that of partners, co-venturers, or principals/agents.

VIII. NON-APPROPRIATION

ECNU understands and agrees that UO’s performance of its financial obligations under this Agreement after the last day of the current biennium is contingent upon UO receiving from the Oregon Legislative Assembly (including but not limited to its Emergency Board) appropriations, limitations, or other expenditure authority sufficient to allow UO, in the exercise of its reasonable administrative discretion, to perform its financial obligations under this Agreement. Nothing in this Agreement will be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon.

IX. COUNTERPARTS

This Agreement may be executed in several counterparts, and via facsimile or electronically transmitted signature, all of which when taken together shall constitute one Agreement binding on both institutions, notwithstanding that both institutions are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.

X. FORCE MAJEURE

Neither institution shall be responsible for any failure or delay in the performance of any obligation imposed upon it hereunder nor shall such failure or delay be deemed to be a breach of this Agreement if such failure or delay is due to circumstances of any nature whatsoever which is not within its immediate control and is not preventable by reasonable diligence on its part.
XI. MERGER CLAUSE

This Agreement and the Agreement Between Confucius Institute Headquarters of China and UO dated November 2, 2009 collectively constitutes the entire agreement between the institutions and shall supersede all prior understandings, agreements, or representations, oral or written, in relation to the subject matter herein. No amendment, consent, or waiver of terms of this Agreement shall bind either institution unless made in writing and signed by both institutions. Any such amendment, consent, or waiver shall be effective only in the specific instance and for the specific purpose given.

XII. SIGNATURES OF OFFICIALS OF RESPECTIVE INSTITUTIONS

ECNU and UO, by the signatures below of their authorized representatives, acknowledge having read and understood the Agreement and agree to be bound by its terms and conditions.

THE STATE OF OREGON, ACTING BY AND THROUGH THE STATE BOARD OF HIGHER EDUCATION ON BEHALF OF THE UNIVERSITY OF OREGON

Russell Tomlin
Senior Vice Provost
Academic Affairs
University of Oregon
Date: 29 March 2011

EAST CHINA NORMAL UNIVERSITY

Chen Qun
Vice President
East China Normal University
Date:

Jonathan D. Allred
Contracts Manager
Purchasing and Contracting Services
University of Oregon
Date: March 7, 2011

Legal Sufficiency Approval:
Name: Randy Geller
Title: Special Assistant Attorney General
Via: E-mail on September 30, 2010
美国
俄勒冈州高等教育委员会
代表美国俄勒冈大学（UO）
与
中国上海
华东师范大学

孔子学院合作执行协议

该协议由美国俄勒冈州高等教育委员会【执行者为美国俄勒冈大学（UO）】与中国上海华东师范大学（ECNU）订立。

一、目的

本协议的目的是支持俄勒冈大学孔子学院的发展和可持续运行。

二、顾问理事会成员

俄勒冈大学主管国际事务副秘书长 Denis Simon
俄勒冈大学理论化学与应用专业 Lokey-Harrington 授予系主任 James Hutchison
俄勒冈大学波特兰校区副秘书长 Wendy Larson
俄勒冈州尤金 B&A 国际公司总裁 Ada Lee
俄勒冈大学美中关系科学与技术顾问 Richard Suttmeier
俄勒冈波特兰州立大学历史教授 Linda Walton
华东师范大学主管外事副校长 陈群

三、顾问理事会职责

1. 为孔子学院的运行提供有关教学、科研和管理的建议。
2. 根据孔子学院的活动制定发展计划。
3. 为孔子学院教学课程提供建议。
4. 为孔子学院如何操作项目提案提供建议。
5. 制定孔子学院财务计划，并提交俄勒冈大学和华东师范大学批准。
6. 推荐孔子学院外方院长和中方院长人选。外方院长应由俄勒冈大学具有管理能力的教授担任，并愿意致力于中美文化交流和孔子学院建设。中方院长由华东师范大学委派，需熟悉中美文化，并兼具管理和协调
能力。外方院长需向顾问理事会汇报工作。
7. 成立院长办公室，以便接收和执行顾问理事会的建议。该办公室暂定由外方院长及一至两名行政人员组成。

四、顾问理事会机制
1. 确保理事会和孔子学院准确无误的沟通。
2. 每年至少召开一次年度理事会，对孔子学院的运作和发展提出重要建议。
3. 每年向俄勒冈大学、国家汉办和华东师范大学提交孔子学院年度计划和财务年度总结。
4. 向国家汉办就任何关于孔子学院的运作问题进行咨询。

五、双方职责

华东师范大学的职责
1. 负责向俄勒冈大学推荐中方院长候选人，并与国家汉办和外方院长一起挑选出最合适的人选。中方院长任期为两年。视工作表现决定是否继续任职。
2. 每年向俄勒冈大学孔子学院提供两名汉语教学访问学者或教师赴俄勒冈大学执教。
3. 每年向俄勒冈大学孔子学院提供教学用书、参考资料和有声影像资料。

俄勒冈大学的职责
1. 负责孔子学院外方院长的任命。外方院长任期三年，没有终生制。
2. 为在孔子学院工作的中方院长和教师提供办公场所以及必要设施。
3. 为中方院长和教师提供访问学者待遇。
4. 帮助中方院长和教师办理签证及居住手续。

六、资金支持
1. 俄勒冈大学孔子学院资金来源包括四个部分：
   1）俄勒冈大学的资金支持；
   2）国家汉办的资金支持；
   3）孔子学院项目费用
   4）社区的捐助。
2. 每年年初，孔子学院应向俄勒冈大学、国家汉办和华东师范大学提交年度预算报告和年度结算报告。
七、非代理条款

在履行本协议的责任和义务时，在处理和第三方的事务时，双方均不是合作伙伴、合资伙伴和委托人。双方为独立的签约方，不负责代理另一方与第三方有关的事务。

八、禁止挪用

华东师范大学理解并同意此协议规定的俄勒冈大学在二年后为孔子学院发展投入的资金来源为俄勒冈政府下院或其他部门（包括但不限于应急部门）拨付，以此确保俄勒冈大学做出合理的行政决定，行使协议项下的职责。此协议的任何内容不得违反俄勒冈州宪法第七部分第十条内容以及其他州法律规定或货币债务规定。

九、附属协议

本协议的执行可通过附属协议的签署，并通过传真或电子方式传送签名。所有的附属协议应能组成一份对双方机构都有约束力的协议。每一份协议的副本也将构成原件。

十、不可抗力

如遇到不可控制的因素或不能预防的事件而导致不能履行或延迟履行合同规定的职责，不应视作毁约。

十一、合并条款

本协议以及俄勒冈大学与国家汉办孔子学院总部在2009年11月2日签订的协议，共同构成了双方机构所签署的完整协议，并取代先前的双方达成的理解、协议或口头或书面的声明。该协议中任一条款的修改、同意或自动放弃只有由双方机构以书面形式提出并签署后才能生效。任何此类修改、同意或放弃仅针对特定情况和目的生效。

十二、双方机构代表签字

华东师范大学和俄勒冈大学，通过以下授权代表签字，确认已阅读并理解本协议，并同意其条款的内容。
Representative of Oregon State University: Russell Tomlin

Representative of East China Normal University: Chen Qin

Date: 29 March 2011

Contractor: Jonathan D. Allred

Date: March 7, 2011

Legal approval:

Name: Randy Geller

Date: September 30, 2010