中国孔子学院总部与
美国俄勒冈大学（隶属于俄勒冈州高等教育理事会）
关于合作设立俄勒冈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与友谊，根据《孔子学院章程》，中国孔子学院总部（以下简称总部）与美国俄勒冈大学（隶属于俄勒冈州高等教育理事会）就合作设立俄勒冈大学孔子学院（以下简称学院）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学院过程中总部和俄勒冈大学的权利和义务。

第二条 学院的性质
学院系教育机构。

第三条 执行机构
俄勒冈大学表示愿意与华东师范大学进行合作。总部将授权并委托华东师范大学作为中方具体执行机构，与俄勒冈大学合作建设学院。合作双方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并经俄勒冈大学法律事务办公室同意。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

根据当地实际情况，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、其他经总部和俄勒冈大学授权或委托开展的活动。

第五条 组织、经营和管理

1、学院将设立指导委员会。

2、指导委员会由双方推荐人选组成，其职责是：制定学院发展规划；教学、研究及经营方面的重大事项进行指导；负责筹集办学经费；指导和审核学院的预算和决算；向合作双方报告学院经营状况和重大事项等。

3、合作双方各派一名院长。

4、总部就学院的办学质量进行评估并提出指导性意见。

5、学院开展活动须尊重中国和美国的文化习俗，不违背中国和美国的法律法规。

6、学院编制年度预算和决算，经营由俄勒冈大学负责。

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、课件和图书，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。

3. 向俄勒冈大学提供15万美元的启动经费，并根据需要每年提供一定数额的项目经费。

4. 根据办学需要选派教师若干名，并负担其国际旅费、生活费和工资等。

俄勒冈大学义务：
1. 为学院提供固定的办公场地和适合的教学及其他活动场所，配备了必要的办公、教学设备并负责其安装、管理及维护。
2. 为学院配备了必要的行政人员，并提供相关费用。为中方派遣人员提供必要的工作条件。
3. 协助中方派遣人员办理入境及居留手续。
4. 每年提供一定数额的项目经费，与总部提供的经费相配套。

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，俄勒冈大学不得以任何形式继续直接或间接使用和转让。

学院开展的有知识产权的具体项目，其知识产权由提供方拥有，合作开发的项目由双方协商确定知识产权。若双方在知识产权方面产生争议，应通过协商解决。

第八条 协议的修改
经双方书面同意，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。经双方书面同意，本协议可延长。

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：国家发生紧急状态、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：
1、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。
   2、协议期限届满，双方无继续合作的意愿。
   3、履行该协议的条件已丧失，协议无法履行或继续履行无法达到预期目的。
   4、协议一方有严重损害孔子学院声誉与形象的行为。
   5、因不可抗力致使该协议无法履行。

本协议的解除不影响双方正在执行的单独协议、合同或项目。本协议解除时，俄勒冈大学应妥善安排学院学生及相关工作。

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，应进行协商。

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
本协议未尽事宜由双方通过友好协商加以解决。

第十五条 非代理条款
在履行本协议义务过程中，在涉及第三方事务或损害方面，协议任何一方不得作为另一方的合伙人、合资人、代理人或委托人。协议双方为独立合同关系，而非合伙、合资、委托或代理关系。

第十六条 非第三方受益
本协议的相关方仅为订立协议的双方，仅协议双方具有执行协议条款的权利。本协议没有、无意、也不得解释为以直接、间接或其他任何方式给予第三方任何权益。

第十七条 可用经费和授权支出
本届俄勒冈州议会大会两年期结束后，俄勒冈大学对本协议的履行，依赖于下届俄勒冈州议会大会（包括但不限于其紧急会议）的拨款、限制，以及其他允许俄勒冈大学职权范围内的支出授权。
孔子学院总部
总干事

俄勒冈大学
校长

许琳
日期：2009.9.20

Richard Lariviere
日期：11/2/09
AGREEMENT BETWEEN
CONFUCIUS INSTITUTE HEADQUARTERS OF CHINA
AND
THE STATE OREGON ACTING BY AND THROUGH
THE STATE BOARD OF HIGHER EDUCATION ON BEHALF OF
THE UNIVERSITY OF OREGON OF THE UNITED STATES
ON THE ESTABLISHMENT OF
CONFUCIUS INSTITUTE AT UNIVERSITY OF OREGON

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 The State of Oregon acting by and through the State Board of Higher Education on behalf of the University of Oregon of the United States (University of Oregon), for the establishment of Confucius Institute at University of Oregon (the Institute), hereby agree as follows:

Article 1 Purpose
The purpose of this agreement is to identify the rights and responsibilities of the Headquarters and University of Oregon in the establishment and management of the Institute.
Article 2  Character
The Institute shall be an educational institution.

Article 3  Executive Institution
University of Oregon is desirous of collaborating with East China Normal University. The Headquarters will authorize and appoint East China Normal University to construct the Confucius Institute with the University of Oregon as the Chinese executive institution. The two parties of cooperation will sign the supplementary agreement on detailed matters of the cooperation. The supplementary agreement should be audited by the Headquarters and must be approved by the Office of General Counsel at the University of Oregon before signing. The Institute must be launched in one year after this agreement signed.

Article 4  Scope of Activities
The Institute can serve the following activities according to the local instance:
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;
6. Other activities with authorization and by appointment of the
Headquarters and University of Oregon;

Article 5 Organization
1. The Institute at University of Oregon shall have a Board of Advisors.
2. The Board of Advisors is formed with members nominated from two parties, and its duties include: formulating development plans for the Institute; advising on the significant issues including teaching, research and management; fund raising; examining and advising on the budget proposal and final financial accounts of the Institute; reporting to the two parties on the management status and significant issues.
3. Two collaborating parties appoint one director respectively.
4. Headquarters will assess and provide advice to the Institute on the teaching quality.
5. The Institute activities must also respect cultural custom, shall not contravene concerning the laws and regulations, both in the United States and China.
6. The Institute draws up annual budget proposals and final financial accounts. University of Oregon will be in charge of its management and operation.

Article 6 Obligations
The obligations of the Headquarters:
1. To authorize the use of the title “Confucius Institute”, logos and institute emblems.
2. To provide teaching materials, coursewares and other books according to the necessary, to authorize the use of online courses. To provide 3,000
volumes of Chinese books, teaching materials, and audio-visual materials for the first time.

3. To provide 150,000 US Dollars as start-up fund, payable to the University of Oregon and provide the University of Oregon a set amount of annual fund according to needs.

4. To send numbers of Chinese instructors based on the requirements of teaching, and pay for their air fares, living expenses and salaries.

The obligations of University of Oregon

1. To provide a fixed office place and appropriate sites for teaching and other activities of the Confucius Institute; equipped with office and teaching facilities, and with responsibility for the setting, management and maintenance.

2. To provide necessary administrative personnel (full time or part-time) and provide the related payment; to provide necessary working facilities for the Chinese instructors.

3. To assist the Chinese party on the visa application and residence procedures.

4. To provide a set amount of annual fund, which will be matched by Headquarters.

Article 7 Intellectual Property

The Headquarters exclusively owns the title of "The Confucius Institute", its related logo, and emblem as its exclusive intellectual property. University of Oregon cannot continue applying or transfer the title, logo, and emblem in any form, either directly or indirectly, after this agreement
and emblem in any form, either directly or indirectly, after this agreement has been terminated.

The provider owns intellectual property of the certain program. The two parties can consult the owner of the co-operated programs. In the events of any dispute, the two parties should consult with each other.

Article 8 Revision
With the written 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 two parties sign below. The Agreement shall have a period of 5-year validity. This Agreement may be extended upon the mutual written agreement of the parties.

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 go through or cannot achieve the anticipated aim because of comedown of the condition.
4. If the act of one party of the Agreement severely harms the image and reputation of the Confucius Institute.
5. The Agreement cannot go through because of force majeure.

The termination of the Agreement cannot affect some other agreement, contract and program between the two parties. Before the Agreement is terminated, University of Oregon should make appropriate arrangements on the enrolled students and other works.

Article 12 Dispute Settlement
In the events of any dispute, the two parties should consult each other.

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
Other matters not settled by this Agreement shall be solved through friendly, cooperative negotiations between the two parties.

Article 15  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.

Article 16  No Third Party Beneficiaries
The two parties hereto are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons.

Article 17  Funds Available and Authorized Payments
The University of Oregon's performance of this Agreement after the last day of the current biennium is contingent upon the University of Oregon receiving from the Oregon Legislative Assembly (including but not limited to its Emergency Board) appropriations, limitations, or other expenditure authority sufficient to allow the University of Oregon, in the exercise of its reasonable administrative discretion, to continue its performance of this Agreement.
Confucius Institute
Headquarters (HANBAN)
Chief Executive

XU Lin
Date: 2009.9.20

University of Oregon
President

Richard Lariviere
Date: 11/2/09