

AGREEMENT BETWEEN  
CONFUCIUS INSTITUTE HEADQUARTERS (HANBAN),  
THE UNIVERSITY OF WASHINGTON  
AND THE SEATTLE PUBLIC SCHOOLS  
ON THE ESTABLISHMENT  
OF THE CONFUCIUS INSTITUTE OF THE STATE OF WASHINGTON  
AND THE CONFUCIUS INSTITUTE EDUCATION CENTER IN THE STATE OF WASHINGTON

In order to strengthen the educational cooperation between China and US, support and promote the development of Chinese language education in Washington State, and increase the mutual understanding between people in China and US, according to the *Constitution and By-laws of Confucius Institutes* and *Memorandum of Understanding for Cultural and Educational Cooperation between the State of Washington, the University of Washington, Seattle Public Schools, and the Headquarters of the Confucius Institute (HANBAN)*, the Confucius Institute Headquarters (“the Headquarters”), the University of Washington (“UW”) and the Seattle Public Schools (“SPS”) hereby agree as follows:

**Article 1 Purpose**

The purpose of this agreement is to identify the rights and responsibilities of the Headquarters, UW and SPS in the establishment and management of the Confucius Institute of the State of Washington (“the Institute”) and the Confucius Institute Education Center in the State of Washington (“the Education Center”).

**Article 2 Character**

The Institute shall engage in non-profit educational activities.

### **Article 3 Executive Institutions**

The UW is desirous of collaborating with Sichuan University (“Sichuan”) to offer Chinese courses and conduct Chinese culture promotion activities at the UW. SPS is desirous of collaborating with the Chongqing Municipal Education Commission (“Chongqing”) to set up a “Confucius Institute Education Center in the State of Washington” (“Education Center”), in order to offer Chinese courses and conduct Chinese culture activities for K-12 schools in the State of Washington. Headquarters will authorize and appoint Sichuan and the Chongqing as the Chinese Executive Institutions in the construction of the Institute and Education Center. UW and SPS will sign the supplementary agreement on detailed matters of their collaboration. This supplementary agreement should be audited by the Headquarters before signing.

### **Article 4 Scope of Activities**

The Institute and Education Center can conduct the following activities in the State of Washington:

1. Teach multi-level Chinese language courses to K-12 and higher education students.
2. Provide Chinese language teaching resources and online Chinese courses.
3. Train Chinese language instructors and support the certification of teachers in Chinese.
4. Hold HSK examinations (Chinese Proficiency Test).
5. Conduct language and cultural exchange activities.
6. Conduct China-related research projects and seminars.

7. Offer Chinese projects planning and assessment services and provide information and consultative services to the Washington State.
8. Conducting other activities, with the authorization or by appointment of the Headquarters.

#### **Article 5 Organization**

1. The Institute shall be established by the UW as part of its education program as described below. The Education Center shall be established by SPS as part of its public education program as described below.
2. An Advisory Board of Directors (the "Board") shall provide oversight for the Institute and the Education Center. The UW Vice Provost of Global Affairs, shall serve as the Chair of the Board.
3. The other members of the Board, to be appointed by the Chair in close consultation with Headquarters, SPS, Sichuan and Chongqing, shall be composed of representatives from Sino-American educational, commercial, government and cultural circles. The duties of the Board shall include providing advice to the Institute's and Education Center's Directors on formulating development plans; fund raising; examining budget proposals and final financial accounts; and advice on significant issues related to teaching, research and management.
4. The UW Vice Provost of Global Affairs is the Director of the Institute. In close cooperation with Hanban, the Director of the Institute, or his or her designee, shall have ultimate decision-making authority and responsibility for all core academic activities pursuant to this Agreement other than those within the purview of the Education Center.
5. The Seattle Public Schools' International Education Administrator is the Director of

the Education Center. In close cooperation with Hanban, the Director, or his or her designee, shall have ultimate decision-making authority and responsibility for core academic activities within the purview of the Education Center.

6. The Institute and Education Center, at the direction of its Directors, shall set up an Education Advisory Board to be chaired by the Director of the Education Center composed of experts in Chinese language teaching and culture education. The Education Advisory Board will offer consultations in areas such as teaching and course development.

7. The Institute and Education Center shall draw up and jointly submit to Headquarters annual budget proposals and final financial accounts with the UW responsible for all proposed activities other than activity within the purview of the Education Center; and SPS responsible for all proposed activity of the Education Center. The Headquarters, UW and SPS will jointly raise the annual project funds, and the funds offered by the UW and SPS should not be less than the amount requested from Headquarters.

8. The Alliance for Education shall be the fiscal agent for the Institute and Education Center receiving all funds from Headquarters and other sources on behalf of the entity whose efforts the funds support, and distributing the funds in accordance with the directions of Headquarters or other funding sources.

## **Article 6      Obligations**

### **The obligations of the Headquarters:**

1. Authorize the use of the title “Confucius Institute”, logos and institute emblems.
2. Provide teaching materials, courseware and other books as well as authorize the use of online courses. To provide the initial 3,000 volumes of Chinese books, teaching materials

and audio-visual materials.

3. Provide \$150,000 US Dollars as start-up fund; and to provide a set amount of additional annual fund according to needs.
4. Send one Chinese Director to UW and one Chinese Director to SPS, including paying for their airfares and salaries.
5. Send additional Chinese instructors based on teaching requirements, while paying for their airfares and salaries.

**Obligations of University of Washington:**

1. Establish, provide a fixed office for, and set up a name plate for the Institute.
2. Provide appropriate sites for teaching and other activities of the Institute.
3. Promote the collaborations between Institute and various UW departments including the College of Education, Department of Asian Language and Literature, East Asia Resource Center and Language Learning Center on Chinese language teaching, China studies; and to promote cultural exchange activities.
4. Assist the Headquarters with all immigration procedures relevant to the provision of services to the Institute under this Agreement.

**Obligations of Seattle Public Schools**

1. Set up the Education Center.
2. Provide appropriate sites for teaching and other activities of the Education Center; equip it with necessary facilities, and be responsible for their setup, management and maintenance.
3. Set up a library with all kinds of books and teaching resources for the Education Center and open it to all teachers and students in the State of Washington.

4. Provide necessary teaching and administrative personnel (full time or part-time) and provide the related payment for the Education Center.

#### **Article 7 Intellectual Property**

The Headquarters exclusively owns the title of “The Confucius Institute”, its related logo, and emblem as its exclusive intellectual property. The UW and SPS cannot continue to apply or transfer the title, logo, and emblem in any form, either directly or indirectly, after this agreement has been terminated.

The parties agree that, in the event of research collaboration leading to patent rights, copyrights and other intellectual property rights, a further agreement must be entered into in accordance with the applicable laws of the United States and the State of Washington, as well as the policies of UW, SPS, Sichuan and Chongqing.

#### **Article 8 Revision**

After a due process of consultation, and with the consent of all parties, this Agreement may be amended by written agreement. No party may assign this Agreement or any right under this Agreement without the prior written consent of the other parties. Amendments to this Agreement shall be signed by authorized representatives of both parties in both English and Chinese.

#### **Article 9 Term**

The Agreement shall be in effect on the date of the last signature below. The Agreement shall be valid for a period of 5 years. If all the parties agree, this agreement will be

extended for another 5 years.

#### **Article 10 Force Majeure**

The 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 that renders the performance of this Agreement impossible. In the event of such circumstance, the party under the situation shall inform the other parties in writing that the program may be delayed or terminated, and duly take measures to mitigate the loss of the other parties.

#### **Article 11 Termination**

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

1. At any time upon any party giving all other parties a written notice at least six months in advance of their intention to terminate.
2. Upon notice of termination prior to June 1 of the next school year to begin the following September or October.
3. Any of the three parties choose not to continue their cooperation at the expiration of the Term.
4. The Agreement cannot be carried out to achieve the goals of the Agreement due to unfavorable conditions.
5. If the act of any party to this Agreement severely harms the image and or reputation of any other party, the harmed party may terminate the Agreement immediately and reserve the right to pursue legal action.
6. The Agreement cannot be carried out because of force majeure.

The termination of this Agreement does not have to affect some other agreement, contract and program between the parties. At the termination of the Agreement, UW and SPS may make appropriate arrangements for students enrolled in the Institute.

**Article 12     Dispute Settlement**

In the event of any dispute, the three parties should consult each other in an amicable manner to resolve the dispute. In the absence of an amicable resolution, the jurisdiction of any legal action that may arise shall be solely with the courts in the State of Washington, United States, and State of Washington law shall be applicable in resolving such dispute.

**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 equal validity.

**Article 14     Other Terms**

Matters not settled by this Agreement shall be solved through friendly, cooperative negotiations among all parties.



Confucius Institute Headquarters  
Chief Executive

Xu Lin

Date: 2009, 11.12

University of Washington  
Provost

Phyllis M. Wise

Date: November 12, 2009

Seattle Public Schools  
Superintendent

Maria Goodloe-Johnson

Date: 12/1/2009

**中国孔子学院总部（国家汉办）  
与美国华盛顿大学、西雅图学区  
关于合作设立华盛顿州孔子学院和华盛顿州孔子学院  
教学中心的协议**

为进一步加强中国与美国在教育领域的合作，支持并促进美国华盛顿州汉语教学的发展，增进中美两国人民的相互理解和友谊，根据《孔子学院章程》和《孔子学院总部与华盛顿州政府、华盛顿大学、西雅图学区关于文化教育合作的谅解备忘录》，中国孔子学院总部（以下简称总部）与美国华盛顿大学、西雅图学区达成如下协议：

**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华盛顿州孔子学院（以下简称学院）和华盛顿州孔子学院教学中心（以下简称教学中心）过程中总部和华盛顿大学、西雅图学区的权利和义务。

**第二条 学院的性质**

学院应从事非营利性教育活动。

**第三条 执行机构**

华盛顿大学愿意与四川大学合作，在华盛顿大学开展汉语教学和中国文化推广活动。西雅图学区愿意与重庆市教委合作，设

立“华盛顿州孔子学院教学中心”，面向华盛顿州中小学校、幼儿园开展汉语和中国文化教学。总部授权并委托四川大学、重庆市教委作为中方具体执行机构，分别与华盛顿大学和西雅图学区合作建设学院和教学中心。华盛顿大学和西雅图学区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。

#### 第四条 业务范围

根据总部章程并结合当地实际情况，学院可开展以下活动：

- 1、开展从幼儿园到大学（K-16）多层次的汉语教学；
- 2、提供汉语教学资源 and 在线学习课程等；
- 3、开展汉语教师培训和汉语教师资格认证；
- 4、举行汉语水平考试和能力评估；
- 5、组织开展各类中国语言文化交流活动；
- 6、开展有关中国的各类研究项目和研讨活动；
- 7、提供汉语项目规划与评估，为华盛顿州政府提供咨询；
- 8、其他经总部授权或委托开展的活动。

#### 第五条 组织、经营和管理

1、学院由华盛顿大学设立，作为其教育项目的一部分，教学中心由西雅图学区设立，作为其公共教育项目的一部分。

2、理事会负责监管学院和教学中心，理事长由华盛顿大学主管国际事务的副教务长担任。

3、其他理事会成员由中美双方教育、商业、政府和文化团体等方面的代表组成。人选由理事长经与总部、西雅图学区、四川大学和重庆市教委等密切协商后任命。其职责包括：指导学院院长和教学中心主任制定学院发展规划；筹集办学经费；审核学

院的预算和决算；为教学、研究及经营方面的重大事项提供指导。

4、华盛顿大学负责全球事务的副教务长担任院长。孔子学院院长或者他/她的指派者，经与汉办密切协商，拥有所有有关本协议的重要学术活动的决策权力，并负最终责任（属教学中心管理权限的活动除外）。

5、西雅图学区国际事务负责人担任教学中心主任，该主任或者他/她的指派者，经与汉办密切协商，拥有教学中心管理权限内的重要学术活动决策权力，并负最终责任。

6、在院长和中心主任的指导下，成立教学咨询委员会，委员会主席由中心主任担任，由汉语教学、文化教育等专家组成，负责为学院教学和课程开发提供咨询建议。

7、学院和教学中心应编制并联合向总部提交年度预算和决算。华盛顿大学负责除教学中心以外的活动的预决算，西雅图学区负责教学中心活动的预决算。年度项目经费由总部、华盛顿大学和西雅图学区三方共同筹措，华盛顿大学和西雅图学区提供的项目经费不应低于向总部申请的项目经费。

8、作为学院和教学中心的财务代理机构，教育联盟代表学院和教学中心，负责接受总部和其他机构提供的资金，并根据总部和其他资助机构的要求分配资金。

## 第六条 双方义务

### 总部义务：

- 1、授权使用孔子学院名称、标识和徽章。
- 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、提供 150,000 美元启动经费，并根据需要每年提供一定

数额的项目经费支持。

4、派出两名中方院长分赴华盛顿大学和西雅图学区，并负担其国际旅费和工资。

5、根据办学需要选派教师若干名，并负担其国际旅费、工资等。

#### 华盛顿大学义务：

1、为学院提供固定的办公场所，并加挂孔子学院铭牌。

2、为学院教学和开展活动提供合适的场地。

3、促进华盛顿大学教育学院、亚洲语言与文学系、东亚资源中心、语言学习中心等与孔子学院密切合作，开展汉语教学、中国研究和文化交流活动。

4、协助总部为本协议下中方派遣人员办理入境及居留手续提供服务。

#### 西雅图学区义务：

1、设立“华盛顿州孔子学院教学中心”。

2、为中心提供合适的教学及活动的场所，配备必要的设施设备，并负责其安装、管理和维护。

3、为中心提供图书室，收藏各类图书和教学资源，向华盛顿州所有教师和学生开放。

4、为运营“华盛顿州孔子学院教学中心”配备教学人员、专职或兼职行政人员，并提供必要费用。

#### 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，华盛顿大学、西雅图学区不得以任何形式继续直接或间接使用和转让。

各方同意，如合作项目产生专利、版权和其他知识产权，将根据美国和华盛顿州的法律，以及华盛顿大学、西雅图学区、四川大学和重庆市教委的有关政策另拟具体协议。

#### 第八条 协议的修改

经各方通过协商同意，本协议可进行书面修改。未经其他方事先书面同意，不得转让本协议及本协议下各项权利。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。本协议有效期为五年。经各方同意，本协议有效期将延长五年。

#### 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：

- 1、协议一方要求终止本协议，并且至少提前六个月书面通

知其他方。

2、如终止通知在6月1日前发出，协议将在下一学年开始的9月或10月终止。

3、协议期限届满，各方无继续合作的意愿。

4、由于不利情况导致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。

5、协议一方有严重损害其他方声誉与形象的行为，受害方可立即终止该协议，并保留诉诸法律行动的权利。

6、因不可抗力致使该协议无法履行。

本协议的解除不影响各方正在执行的单独协议、合同或项目。本协议解除时，华盛顿大学和西雅图学区应妥善安排学院学生。

## 第十二条 争议的解决

各方在协议履行过程中若发生纠纷及争议，应本着友好的精神协商解决。协商未果的，应由美国华盛顿州的法院做出裁决，并根据华盛顿州的法律解决争议。

## 第十三条 协议语言


本协议一式三份，分别以中、英文书就。各方分别持有中、英文本各一份，两种文本具有同等效力。

## 第十四条 其他事项

本协议未尽事宜由各方通过友好协商加以解决。

孔子学院总部  
总干事

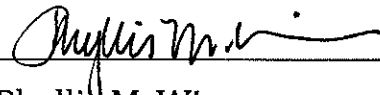
华盛顿大学  
教务长



---

许琳

日期: 2009, 11, 12

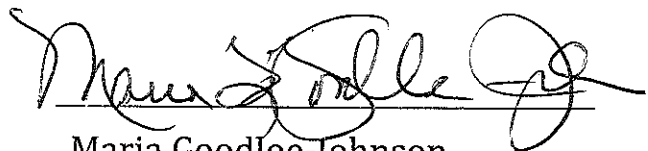


---

Phyllis M. Wise

日期: November 12, 2009

西雅图学区  
学监



---

Maria Goodloe-Johnson

日期: 12/1/2009