



UNIVERSITY OF OREGON



**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.

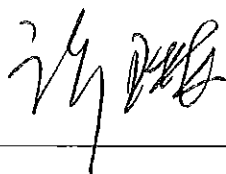
#### Article 16 No Third Party Beneficiaries

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

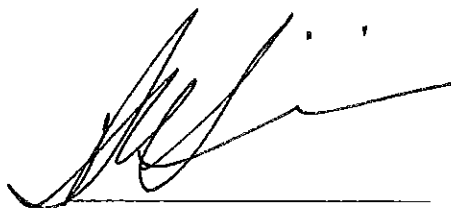


XU Lin

Date: 2009.9.20

University of Oregon

President



Richard Lariviere

Date: 11/2/09