



**AGREEMENT BETWEEN
CONFUCIUS INSTITUTE HEADQUARTERS,
PACIFIC LUTHERAN UNIVERSITY,
AND THE SEATTLE PUBLIC SCHOOLS
ON THE ESTABLISHMENT AND CONTINUATION
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 the United States, support and promote the development of Chinese language education, and increase the mutual understanding between people in China and in the United States, according to the Constitution and By-laws of Confucius Institutes (attached), the Confucius Institute Headquarters ("the Headquarters"), Pacific Lutheran University ("PLU") and 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, PLU and SPS in the further development 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

Headquarters will authorize and appoint Sichuan University (“Sichuan”) and Chongqing Municipal Education Commission (“Chongqing”) as the Chinese Executive Institutions in this agreement. Pacific Lutheran University (“PLU”) will collaborate with Sichuan, already a long-time partner university with PLU, to offer Chinese language courses and conduct Chinese culture promotion activities at PLU and at Institute partner higher education institutions across the State of Washington. SPS will collaborate with Chongqing to continue the Education Center in order to offer Chinese language courses and conduct Chinese culture promotion activities for K-12 schools in the State of Washington. PLU and SPS will sign supplementary agreements with Sichuan and Chongqing respectively to outline the details of their cooperative partnerships. These supplementary agreements should be reviewed by the Headquarters before signing.

Article 4 Scope of Activities

The Institute and the Education Center can carry out the following activities in the State of Washington according to the Constitution and By-laws of Confucius Institutes, as well as local circumstances:

1. Teach multi-level Chinese language courses to K-12 and higher education students, provide Chinese language teaching resources and carry out research on Chinese language teaching;
2. Train Chinese language instructors and support the development of Chinese language teaching materials;

3. Organize the HSK examination (Chinese Proficiency Test);
4. Provide information and consultative services concerning China's education and culture;
5. Conduct language and cultural exchange activities;
6. Other activities with authorization or by appointment of the Headquarters.

Article 5 Organization, Operation and Management

1. The Institute shall be continued by PLU as part of its education program. The Education Center shall be continued by SPS as part of its public education program.
2. The Board of Directors (the "Board") shall provide oversight for the Institute and the Education Center. The chair of the Board must be a senior-level (university-level) leader of PLU; other members shall be composed of representatives from Sino-American educational, commercial, governmental and cultural organizations. The duties of the Board 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 of the Institute and Education Center; and advising on significant issues related to teaching, research and management. The Board meeting should be held at least once a year.
3. PLU appoints the director of the Institute; the Headquarters appoints one senior visiting scholar to support the operation of the Institute.
4. The Headquarters acknowledges that PLU and its faculty ultimately have the right to determine the content of the curriculum and the manner of instruction for all programs administered by PLU. PLU acknowledges that the Headquarters ultimately has the right to determine the programs to which it provides funding.

5. Chinese citizens involved in activities of the Institute shall respect and follow the policies and laws of PLU and the United States respectively. United States citizens involved in activities of the Institute in China shall respect and follow laws and policies of China.

6. The SPS appoints the director of the Education Center, the Headquarters appoints one senior visiting scholar, with J-1 visa sponsorship by PLU, to support the operation of the Education Center. The Headquarters acknowledges that 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.

7. The Education Center shall establish an Education Advisory Board to be chaired by the Director of the Education Center and composed of experts in Chinese language teaching and culture education. The Education Advisory Board shall offer advice on the development of the Education Center.

8. The Institute and the Education Center shall draw up and jointly submit to Headquarters annual budget proposals and final financial accounts. The Headquarters, PLU and SPS will jointly raise the annual project funds, and the funds offered by the PLU and SPS should not be less than the amount requested from Headquarters.

9. The Alliance for Education shall be the fiscal agent for the Institute and the Education Center receiving all funds from Headquarters and other sources and distributing the funds in accordance with the directions of Headquarters and/or other funding sources.

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, course materials, other books and online resources according to the needs of the Institute.
3. To provide annual funds according to the needs of the Institute. Annual funding authorization for the first three years of the agreement will include a minimum of \$50,920 for the salary of a program coordinator position.
4. To assign one senior visiting scholar to PLU and to SPS respectively, including paying for their airfares, lodging and salaries.
5. To provide additional Chinese instructors for higher education partners based on the requirements of teaching, and pay for their airfares, lodging and salaries, and provide visiting exchange teachers for K-12 schools based on requests from partner districts, and pay for their airfares and a portion of their salaries (comparable compensation)
6. To provide support of Headquarters' programs, including the Confucius Institute Scholarship, Summer or Winter Camp in China, Confucius China Studies Program and other relevant resources.

The Obligations of PLU:

1. To provide a designated office place for the senior visiting scholar (the person appointed by the Headquarters/Sichuan) and appropriate sites for teaching and other activities of the Institute. PLU will be responsible for the installment, management, and maintenance of these spaces.
2. To provide administrative personnel and teaching staff resources (full time or

part-time) as deemed necessary to the running of the Institute's programs and provide the related payment.

3. To provide Chinese visiting scholars with the necessary documentation to apply for the US J-1 non-immigrant visa and provide these scholars with working spaces at PLU, and provide assistance in exploring available housing resources near PLU.

4. To establish a designated budget account for the Institute in PLU's financial system and provide annual accounting reports to the Headquarters.

5. To provide appropriate annual funds, which should not be less than the amount provided by the Headquarters. The Headquarters recognizes that PLU will begin with supplying identified in-kind funding to fulfill this requirement and that any additional funding provided by PLU will be discussed with the Headquarters on an annual basis. Some examples of PLU in-kind funding include costs associated with using the designated office space for the CIWA Director, percentages of salaries of PLU personnel supporting CIWA, etc. Details of the in-kind funding, including actual dollar amounts, will be included with CIWA's annual budget request to the Headquarters.

6. To accept the project evaluation by the Headquarters.

The Obligations of SPS:

1. To provide a designated office place for the senior visiting scholar (the person appointed by the Headquarters/Chongqing with J-1 visa sponsorship by PLU) and appropriate sites for teaching and other activities of the Institute; SPS will be responsible for the installment, management, and maintenance of these spaces.

2. To provide administrative personnel and teaching staff resources (full time or part-time) as deemed necessary to the running of the Education Center's programs

and provide the related payment.

3. To work with the Alliance for Education to manage CIWA funding and provide annual accounting reports to the Headquarters.

4. To provide visiting exchangeteachers (known as "volunteer" teachers in China) with the necessary documentation to apply for the US J-1 non-immigrant visa and provide these teachers necessary pre-position training and working spaces in the districts/schools where they will be teaching, as appropriate, and provide housing near their hosting schoolsat no cost to the teachers or China.

Article 7 Intellectual Property

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

PLU and SPS, as the program providers, own the intellectual property of the concrete program implemented by the Institute. And all parties can consult on the intellectual property ownership in collaborative programs. In the events of dispute, all parties should consult with each other or submit to the jurisdictional organ in the State of Washington, United States, and State of Washington law shall be applicable in resolving such dispute.

Article 8 Revision

With the consent of both parties, this Agreement may be revised during its implementation and all 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 of all parties signing. The Agreement shall have a period of 5-year validity. If either party wishes to terminate the Agreement, it must notify the other in writing 90 days before the end of the Agreement, otherwise it will automatically be extended for another 5 years.

Article 10 Force Majeure

Parties 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 a circumstance, the party under the situation shall inform the other party in writing that the program may be delayed or terminated, and duly take effective measures to mitigate the loss of the other party.

Article 11 Termination

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

1. This Agreement can be terminated according to Article 9, if the two parties have no intention to continue their cooperation on the expiration of the Term.
2. This Agreement can be terminated according to Article 10, if the two parties reach consensus on the impossibility of performance due to force majeure.
3. The Headquarters has the right to terminate this Agreement, if according to assessment, the Institute has not reached the standard and made no remediation or failed to reach the Headquarters' requirement after remediation.

4. PLU has the right to terminate this Agreement, if according to its assessment, sufficient funding and/or manpower is not available to support the operation of the Institute; or if according to its assessment continuation of the agreement jeopardizes the university's reputation or impacts funding from other sources.

Apart from the above cases, neither party can request termination of this Agreement ahead of time or the default party must compensate for all the damages incurred to the other party, which include, but are not limited to, all the investment made under this Agreement, the legal expense and the indemnity for defamation.

When this Agreement terminates, the two parties should both adopt rehabilitation measures, with the aim to avoid negative impact on either party. The measures include, but are not limited to:

1. Upon termination, the funds of the collaborative program will be automatically frozen and returned to the Headquarters after the confirmation of both parties on the amount.
2. The termination of this Agreement shall not affect other separate agreements, contracts or programs between the parties.
3. Upon termination, PLU should make proper arrangements for the enrolled students and other matters.
4. After termination, the implementation agreement will be terminated automatically.

Article 12 Dispute Settlement

In the events of any dispute, all parties agree to attempt to engage in good faith to

find a solution. In the event such an attempt appears unsuccessful, 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 the same effectiveness.

Article 14 Other Terms

Other matters not settled by this Agreement shall be solved through friendly, cooperative consultations between all parties.

The undersigned hereby are duly authorized by each institution to execute this Agreement.

Confucius Institute Headquarters

Deputy Chief Executive

Name 

Date 2020年2月26日

Pacific Lutheran University

President

Name 

Date Feb. 27, 2020

Seattle Public Schools

Superintendent

Name 

Date May 22, 2020



中国孔子学院总部与美国太平洋路德大学、西雅图 公立学区

关于合作设立及继续运营华盛顿州孔子学院和 华盛顿州孔子学院教育中心的协议

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》（见附件），中国孔子学院总部（以下简称“总部”）与美国太平洋路德大学（以下简称“PLU”）、西雅图公立学区（以下简称“SPS”）达成如下协议：

第一条宗旨

本协议的宗旨在于规定在进一步发展和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育中心（以下简称“教育中心”）过程中总部和太平洋路德大学、西雅图公立学区的权利和义务。

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

总部授权并委托四川大学（以下简称“四川”）、重庆市教委（以下简称“重庆”）作为中方具体执行机构。太平洋路德大学愿意与已经有长期合作关系的四川大学合作，在太平洋路德大学及华盛顿州范围内各合作高校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，继续运营教

育中心，面向华盛顿州中小学校开展汉语教学并开展各类推广中国文化的教学活动。太平洋路德大学和西雅图学区将就具体合作事宜分别与四川大学和重庆市教委另行签订补充协议。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，学院和教育中心可开展以下活动：

- 1、为中小学及高等教育学生开设多层次的汉语课程，提供汉语教学资源，开展汉语教学研究；
- 2、培训汉语教师，支持汉语教材的开发；
- 3、举行 HSK 考试；
- 4、提供有关中国教育和文化的信息和咨询服务；
- 5、开展语言和文化交流活动；
- 6、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、学院由太平洋路德大学继续运营，作为其教育项目的一部分，教育中心由西雅图学区继续运营，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，理事长须由太平洋路德大学校级领导担任，其他理事会成员由从事中美教育、商业、政府和文化交流方面的机构代表组成。其职责包括：就制定学院发展规划向学院院长和教学中心主任提供建议；筹集办学经费；审核学院、教育中心的预算和决算；为教学、研究及经营方面的重大事项提供咨询。董事会每年至少召开一次。

3、太平洋路德大学负责任命孔子学院院长。总部委派一名高级访问学者，以支持孔子学院的运作。

4、总部认可太平洋路德大学及其教员拥有学院在太平洋

路德大学开设所有课程的内容和教学方式的最终决定权。太平洋路德大学认可总部拥有受总部资助项目的最终决定权。

5、参与孔子学院活动的中国公民应尊重和遵守太平洋路德大学和美国的相关政策和法律。参与孔子学院在中国活动的美国公民应尊重和遵守中国的法律和政策。

6、西雅图公立学区任命教育中心主任，总部任命一名高级访问学者，由太平洋路德大学协助申请 J-1 签证，以支持教育中心的运作。总部认可，教育中心主任或其代表对教育中心范围内的核心学术活动拥有最终决策权和责任。

7、教育中心应设立教学顾问委员会，委员会主席由教育中心主任担任，由汉语教学、文化教育等专家组成，负责为教育中心的发展提供咨询建议。

8、学院和教育中心应共同制订并向总部提交年度预算和决算。年度项目经费由总部、太平洋路德大学和西雅图学区三方共同筹措，太平洋路德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。

9、作为学院和教育中心的财务代理机构，教育联盟代表学院和教育中心，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、根据学院需要，提供教学资料、课程资料、其他图书和网络资源。

3、根据学院需要提供年度经费。本协议最初三年的年度经费将包括一个项目协调员职位的最低 50,920 美元的薪金。

4、分别向太平洋路德大学和西雅图学区各派出一名高级

访问学者，并负担其国际旅费、住宿和工资。

5、根据合作高校办学需要为其选派汉语教师若干名，并负担其国际旅费、住宿和工资；根据合作学区的要求为其选派志愿者教师若干名，并负担其国际旅费和部分工资（对应的补助）。

6、为总部项目提供支持，包括孔子学院奖学金、中国夏令营或冬令营、新汉学计划项目等相关资源。

太平洋路德大学义务：

1、为高级访问学者（由总部/四川大学指定的人员）配备办公地点，并为学院的教学和其他活动提供适当的场地。太平洋路德大学负责这些场地的安装、管理和维护。

2、根据项目需要，提供行政人员和教学人员（全职或兼职），并支付相关费用。

3、为中国访问学者（汉语教师）申请美国 J-1 非移民签证提供必要的文件，并为这些学者提供在太平洋路德大学的工作场所，并协助在太平洋路德大学附近寻找可用的住房资源。

4、在太平洋路德大学财务系统中为孔子学院建立专用账户，并向总部提供年度财务报告。

5、提供适当的年度资金，其数额不得少于总部提供的数额。总部认可，太平洋路德大学将首先通过提供实物配套资助来满足这一要求，并将每年与总部讨论太平洋路德大学所能提供的任何额外资金。太平洋路德大学的实物配套资助包括学院院长使用的办公场地、太平洋路德大学人员为孔子学院工作的薪金百分比等。配套资助的细节，包括实际的美元数额，将被列入学院向总部申请的年度预算中。

6、接受总部的项目评估。

西雅图学区义务

1. 为高级访问学者(由总部/重庆指定的人员——由太平洋路德大学为其提供申请 J-1 非移民签证所需文件和相关支持)安排办公场地,为中心教学活动和其他活动提供适当的教学及活动场所,并负责其安装、管理与维护。

2. 为中心的运行配备必要的行政人员和教学人员(专职或兼职),并提供相关费用。

3. 与教育联盟合作管理孔院资金,并向总部提供年度财务报告。

4. 为来访交换教师(中国称为“志愿者教师”)申请 J-1 非移民签证提供所需文件、必要的岗前培训和工作场所,并为其提供学校周边免费住宿。

第七条知识产权

“孔子学院”之名称、相关标识和徽章作为专有知识产权为总部独家拥有。本协议终止后,太平洋路德大学、西雅图学区不得以任何形式直接或间接使用或者转让。

太平洋路德大学和西雅图学区作为项目提供者,拥有孔院具体实施的项目的知识产权。各方有权在合作项目中就知识产权所有权进行协商。发生争端时,各方应相互协商或提交美国华盛顿州的司法机关,并运用华盛顿州法律解决此类争端。

第八条协议的修改

双方同意后,本协议可在执行过程中进行修订,所有修订将以英文和中文书面形式进行,并将由双方授权代表签字后生效。

第九条协议有效期

本协议自各方签字之日起生效。本协议有效期为五年。如任何一方希望终止本协议，则必须在本协议终止前九十天书面通知协议各方，否则本协议将自动延长五年。

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：国家发生紧急情况、战争，政府颁布禁令或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协议各方，将项目延期或取消，并应采取及时有效的措施将协议各方的损失降至最低。

第十一条协议终止

在下列情况之一中，可以终止本协议：

1. 如果协议各方无意在期限届满时继续合作，则可根据第九条终止本协议。
2. 如果协议各方就不可抗力导致无法履行义务达成共识，则可以根据第十条终止本协议。
3. 如果经评估学院未达到标准且未进行补救或补救后未达到总部的要求，总部有权终止本协议。
4. 如果根据太平洋路德大学的评估，没有足够的资金和/或人力来支持华盛顿州孔子学院的运作，太平洋路德大学有权终止本协议。如果根据太平洋路德大学的评估，该协议的继续存在危及学校声誉或影响其他资金来源，太平洋路德大学有权终止该协议。

除上述情况外，任何一方均不得提前要求终止本协议，否则违约方必须赔偿对其他协议方造成的所有损失，包括但不限于根据本协议进行的所有投资，法律费用和诽谤赔偿。

当本协议终止时，协议各方均应采取补救措施，以避免对各方造成负面影响。这些措施包括但不限于：

1. 终止后，合作项目的资金将在各方确认后自动冻结并返还给总部。

2. 本协议的终止不应影响双方之间的其他单独协议，合同或项目计划。

3. 终止后，太平洋路德大学应为已注册课程的学生和其他事项做出适当安排。

4. 终止后，协议的实施将自动终止。

第十二条争议的解决

如有任何争议，各方均同意秉承真诚来寻求解决方案。如果解决未果，则可能发生的任何法律诉讼将委托美国华盛顿州的司法机构，并在华盛顿州法律框架下解决此类争议。

第十三条协议语言

本协议分别以中文和英文撰写。各方应保留已签署协议的中文副本和英文副本各一份。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

副总干事



马箭飞

日期: 2020年2月26日

太平洋路德大学

校长



L. Allan Belton

日期: Feb. 27, 2020

西雅图学区

学监



Denise Juneau

日期: May 22, 2020