



**AGREEMENT BETWEEN
SICHUAN UNIVERSITY,
CHONGQING JIAOTONG UNIVERSITY,
PACIFIC LUTHERAN UNIVERSITY,
THE SEATTLE PUBLIC SCHOOLS,
AND THE ALLIANCE FOR EDUCATION
ON THE CONTINUATION
OF THE CONFUCIUS INSTITUTE OF THE STATE OF WASHINGTON
AND THE CONFUCIUS INSTITUTE OF THE STATE OF WASHINGTON EDUCATION CENTER**

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, and in accordance with the Certificate of Authorization (CI2022001) from the Chinese International Education Foundation (“Foundation”), Sichuan University (“SCU”), Chongqing Jiaotong University (“CQJTU”), Pacific Lutheran University (“PLU”), Seattle Public Schools (“SPS”), and Alliance for Education (AFE) hereby enter into a multiparty agreement, which replaces the existing agreements of “Confucius Institute Headquarters-PLU-SPS” and “CIWA Operating Agreement-SPS-PLU-AFE”, and agrees to the following:

Article 1 Purpose

The purpose of this agreement is to identify the rights and responsibilities of the five participating partners, SCU, CQJTU, PLU, SPS, and AFE in the further development and management of the Confucius Institute of the State of Washington (“CIWA”) and the Confucius Institute of the State of Washington Education Center (“CIWA-EC”).

Article 2 Character

CIWA and CIWA-EC shall engage in non-profit educational activities.

Article 3 Executive Institutions

SCU and CQJTU are identified as the Chinese executive institutions in this agreement. PLU will collaborate with SCU, 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 and related community organizations across the State of Washington. SPS will collaborate with CQJTU to support the CIWA-EC in order to offer Chinese language courses and conduct Chinese culture promotion activities for K-12 Schools and related community organizations in the State of Washington.

Article 4 Scope of Activities

With the collaborative support and strategic direction of SCU, CQJTU, PLU, and SPS, CIWA and the CIWA-EC can carry out the following activities in the State of Washington:

1. Teach multi-level Chinese language courses to K-12 and higher education students, offer 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 in accordance with the scope of the above activities and with the approval of SCU, CQJTU, PLU, and SPS.

Article 5 Organization, Operation and Management

1. CIWA shall be hosted and operated by PLU as part of its education program. The CIWA-

EC shall be hosted and operated by SPS as part of its public education program.

2. The Board of Directors (the "Board") shall provide oversight for CIWA and the CIWA-EC. The Chair of the Board must be a senior-level (university-level) leader of PLU; other members shall be composed of representatives from SCU, CQJTU, PLU, SPS and, when possible, other Sino-American educational, commercial, governmental and cultural organizations. The duties of the Board include: providing strategic direction for CIWA's and CIWA-EC's partnerships and programming, as well as approving budget proposals and fund-raising activities. Board meetings should be held at least once a year. Separate Advisory Committees of educational and industry leaders and specialists may be established for CIWA and CIWA-EC at the discretion of PLU and SPS respectively in order to provide additional professional advising. However, these advisory committees will not supplant the responsibilities and role of the Board.
3. A PLU faculty member will be the Director of CIWA. An SPS educator or staff will be the director of the CIWA-EC. With the agreement and approval of SCU, CQJTU, PLU, and SPS, and approval from the U.S. State Department's J-1 Visa Program, visiting scholars from China will support CIWA's and CIWA-EC's programs with teaching and research.
4. SCU and CQJTU acknowledges that PLU and SPS and their faculty ultimately have the right to determine the content of the curriculum and the manner of instruction for all programs administered by PLU and SPS. PLU and SPS acknowledge that SCU and CQJTU ultimately have the right to determine the programs which they fund.
5. Chinese citizens involved in activities of CIWA and CIWA-EC shall respect and follow the policies and laws of PLU, SPS, and the United States respectively. When applicable, United States citizens involved in activities of CIWA and the CIWA-EC overseas in China shall respect and follow laws and policies of China.
6. CIWA and the CIWA-EC, with the support of their host institutions, PLU and SPS, shall draw up and jointly submit to the Board annual budget proposals and final financial reports. Upon Board approval, the Board will submit these annual budget proposals and financial reports to SCU and CQJTU for final approval in order to secure funding for CIWA's and CIWA-EC's programs and activities. SCU and CQJTU will decide on the final amount of

funding, based on matching funds from PLU, SPS and partner higher education and K-12 institutions to grant to CIWA and CIWA-EC.

7. AFE shall be the fiscal agent for CIWA and the CIWA-EC receiving all funds from SCU and CQJTU and other sources and distributing the funds to host institutions, PLU and SPS, in accordance with the directions of SCU and/or other funding sources.

Article 6 Obligations

The obligations of SCU and CQJTU:

1. To provide annual funds according to the needs of CIWA and CIWA-EC. Annual funding authorization for CIWA at PLU for the first two years of this agreement will include a minimum of \$50,920 for the salary of a program coordinator position. This obligation is a carryover from the previous agreement between the Confucius Institute Headquarters, PLU and SPS.
2. To assign at least two visiting scholars to PLU and SPS (one for CIWA and one for the CIWA-EC as lead researchers), including paying for their airfares, lodging and salaries.
3. To provide additional Chinese visiting scholars to higher education and K-12 partner institutions based on the requirements of the U.S. J-1 non-immigrant visa program, and pay for their airfares, lodging and salaries, with the latter obligation being comparable to U.S. employment compensation in the education sector.
4. To provide the necessary documentation to PLU and SPS members to apply for China visas for the purpose of visiting SCU and CQJTU for research cooperation, guest lectures, and meetings.

The Obligations of PLU and SPS:

1. To provide designated office spaces for the visiting scholars assigned by SCU and CQJTU to CIWA and CIWA-EC respectively. PLU and SPS will be responsible for the installment, management, and maintenance of the spaces they provide. If additional spaces (e.g.,

classrooms or conference rooms) are needed to support the work of the visiting scholars, PLU and SPS CIWA directors will assist with the space reservation processes at their respective sites.

2. To provide administrative personnel and teaching staff resources (full time or part-time) as deemed necessary to the running of CIWA's and CIWA-EC's programs and provide the related compensation.
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 the necessary resources to fulfill their teaching and research at PLU, SPS, and partner institutions, and provide assistance in exploring available housing resources near PLU, SPS and partner institutions.
4. To establish a designated budget account for CIWA and CIWA-EC in PLU's and SPS' financial systems respectively and provide annual accounting reports to SCU and CQJTU.
5. To provide appropriate annual funds, which should not be less than the amount provided by SCU and CQJTU. SCU and CQJTU recognizes that PLU and SPS will begin with supplying identified in-kind funding to fulfill this requirement and that any additional funding provided by PLU and SPS will be discussed with SCU and CQJTU on an annual basis. Some examples of in-kind funding include costs associated with using the designated office spaces for the visiting scholars assigned by SCU and CQJTU, percentages of salaries of PLU and SPS personnel supporting CIWA and CIWA-EC, etc. Details of the in-kind funding, including actual dollar amounts, will be included with the annual budget proposal submitted to SCU and CQJTU.
6. To cooperate with AFE on annual processing of funds received from SCU and CQJTU, which includes the successful transfer of funds from AFE to PLU and SPS to fund the operation of CIWA and CIWA-EC.
7. To collaborate with SCU and CQJTU on program evaluations and accept final evaluations from SCU and CQJTU.

The Obligations of AFE:

1. General. AFE agrees to serve as Fiscal Agent with respect to funds provided by SCU and

CQJTU for the benefit of CIWA at PLU and CIWA-EC at SPS. For purposes of this Agreement, AFE's Fiscal Agent responsibilities shall be limited to undertaking the activities described herein.

2. Distribution of Funds. AFE will disburse or subcontract funds received from SCU and CQJTU promptly upon receipt of such funds in a manner consistent with the directions set forth in the relevant funding document; *provided that* if AFE concludes that the directions set forth in the relevant funding document are not clear, AFE shall have no obligation to distribute funds until PLU and/or SPS obtain necessary clarification from SCU and CQJTU. Upon receipt of such clarification, AFE will promptly distribute funds. If the parties have differences about the clarity of directions, they will negotiate in good faith to resolve those differences.

2.1 AFE Review. PLU and SPS will not submit a proposal that involves AFE as Fiscal Agent unless AFE has approved it with particular attention on whether the proposal contains clarity sufficient to permit AFE to perform as Fiscal Agent as described herein.

3. Fees and Costs. AFE shall retain a portion of all funds received from SCU and CQJTU as a fee for its services as Fiscal Agent. To accommodate the funders reporting requirements, fees will be assessed at the time funding budgets are approved. The fee shall be based on the level of services requested:

A. Direct Disbursement: Funds that AFE distributes directly to PLU, SPS or other entities that are sponsored by CIWA or CIWA-EC, such as sponsored Chinese language and culture classrooms, as one-time subgrants for their direct administration shall be assessed a 2% sponsorship fee.

B. Active Funds Management: Funds for which AFE provides fiscal services, including accounts payable, vendor management and account reporting services, shall be assessed a 7% fee.

C. Unanticipated Expenses: If there are unanticipated costs (e.g., legal fees) directly associated with this Agreement that are distinct and separate from the management of funds as per A & B above, AFE shall consult with PLU and SPS and receive approval in

writing before obligating PLU and SPS to share in such costs, for which approval shall not be unreasonably withheld.

4. Reports - SPS and PLU Assistance. Upon request, SPS and PLU (as applicable) agree to provide AFE with written reports and other substantiation as may be reasonably requested by AFE to make reports as required by the relevant funding documents.

5. Change in AFE Role. In the event that SCU and CQJTU enters into a funding agreement directly with SPS or PLU in which SCU and CQJTU agree to directly remit funds to PLU or SPS, AFE shall not serve as Fiscal Agent, shall not be entitled to an administrative fee with respect to such funds, shall not have any obligations pursuant to such funding agreement, and shall be held harmless by PLU or SPS for any claims arising from any source with respect to such funding agreement.

6. SPS and PLU Funding Efforts. SPS and the PLU, using the name of CIWA, CIWA-EC or both, agree to undertake reasonable efforts to jointly develop plans to solicit funds (e.g., grants and gifts) from sponsors other than SCU and CQJTU, including individuals and entities; and to then implement such plans. With regard to fund raising from sponsors other than the SCU and CQJTU, the directors of CIWA and CIWA-EC shall consult with the Board.

7. AFE Role. AFE agrees to serve, upon request by SPS, PLU or both, as the Fiscal Agent with regard to any non-SCU and CQJTU funds *subject to* the terms and conditions set forth herein with regard to its role as Fiscal Agent for funds received from SCU and CQJTU, including but not limited to, the right of approval set forth in Fees and Costs above.

8. No AFE Role. Alternatively, non-SCU and CQJTU funds may be provided directly to PLU or SPS depending upon which entity will undertake the project to be funded by the gift: may be given to SPS to the extent SPS is able and willing to transfer to the PLU any portion of the funds intended for projects conducted by the PLU; or may be given to the PLU to the extent the PLU is able and willing to transfer to SPS any portion of the funds intended for projects conducted by SPS. In the event AFE does not serve as Fiscal Agent, AFE shall not be entitled to an

administrative fee with respect to such funds, and shall not have any obligations pursuant to such funding agreement.

Article 7 Intellectual Property

The Foundation 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 generated by implementation of CIWA and CIWA-EC programs. And all parties can consult on the intellectual property ownership in collaborative programs. In the event of a 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 disputes.

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 is for five (5) years from the date of all parties signing. If any party wishes to terminate the Agreement, it must notify the others 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 parties under the situation shall inform the other parties in writing that the program may be delayed or terminated, and duly take effective measures to mitigate the loss of the other parties.

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 five 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 parties reach consensus on the impossibility of performance due to force majeure.
3. SCU and CQJTU have the right to terminate this Agreement if, according to assessment, CIWA has not reached the standard and made no remediation or failed to reach SCU's and CQJTU's requirements 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 CIWA; 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 prior to expiration 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 five parties should adopt rehabilitation measures, with the aim to avoid negative impact on any 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 funding source SCU and/or CQJTU after the confirmation of impacted 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 and SPS 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

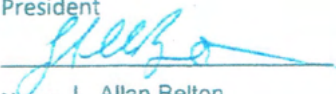
This Agreement is written in Chinese and in English. Each party shall keep one copy in Chinese and one copy in English of the signed Agreement. The Agreement, in both languages, shall have the same effectiveness.

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.

Sichuan University
President 
Name Li Yanrong
Date 4/26/2022

Pacific Lutheran University
President 
Name L. Allan Belton
Date 1/26/2022

Chongqing Jiaotong University
President 
Name Tang Boming
Date 4/22/2022

Seattle Public Schools
Superintendent 
Name Dr. Brent Jones
Date 3/25/2022

Alliance for Education
CEO 
Name Lisa Chick
Date 2/9/22

**中国四川大学、重庆交通大学
与
美国太平洋路德大学、西雅图公立学区
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、美两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，依据中国国际中文教育基金会（以下简称“基金会”）《授权书》（编号: CI 2022001），中国四川大学（以下简称“川大”）、中国重庆交通大学（以下简称“重庆交大”）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”）和教育联盟（以下简称“AFE”）特此签订多方协议，取代原有孔子学院总部与 PLU、SPS，以及 SPS、PLU 和 AFE 关于华盛顿州孔子学院运相关协议，并同意以下内容：

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“华州孔院”）和华盛顿州孔子学院教学中心（以下简称“华州孔院教学中心”）过程中四川大学、重庆交大、PLU、SPS 和 AFE 的权利和义务。

第二条 学院的性质

华州孔院和华州孔院教学中心应从事非营利性教育活动。

第三条 执行机构

本协议的中方执行机构为川大和重庆交大。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内各合作高校及相关社区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交大合作，营运“华盛顿州孔子学院教学中心”，面向华盛顿州境内中小学校、幼儿园及相关社区开展汉语和中国文化教学。

第四条 业务范围

根据川大、重庆交大、PLU 和 SPS 共同规划及支持，华州孔院和华州孔院教学中心可在华盛顿州境内开展以下活动：

1. 为 K-12 及大学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（汉语水平考试）；
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. 其他由川大、重庆交大、PLU 和 SPS 同意且符合上述活动范畴的活动。

第五条 组织、经营和管理

1. 华州孔院由太平洋路德大学继续运营，并作为其教育项目的一部分；华州孔院教学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. 理事会负责监管华州孔院和华州孔院教学中心，理事长须由太平洋路德大学校级领导担任，理事会成员由川大、重庆交大、PLU 和 SPS 代表担任；必要时也可由中美双方教育、商业、政府和文化团体等方面的代表担任。理事会的职责包括：指导华州孔院和华州孔院教学中心工作和合作伙伴建设；筹集办学经费；审核华州孔院和华州孔院教学中心的预、决算。董事会每年至少召开一次。PLU 和 SPS 根据需要，可以分别单独成立由教育和行业领袖及专家构成的咨询委员会，以提供额外的专业建议。但是，上述咨询委员会不应取代董事会的职责和作用。
3. 华州孔院院长由 PLU 任命。华州孔院教学中心主任由 SPS 任命其教师或行政人员担任。经川大、重庆交大、PLU 和 SPS 同意并由美国国务院 J-1 类签证项目批准，中方选派的访问学者将为华州孔院和华州孔院教学中心提供教学和科研支持。

4. 川大和重庆交大同意PLU 和 SPS 及其教员对其管理的所有课程的内容和教学方式享有最终决定权。太平洋路德大学同意川大和重庆交大对资助的项目享有最终决定权。
5. 参与华州孔院和华州孔院教学中心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. 华州孔院和华州孔院教学中心应在其承办机构太平洋路德大学和西雅图学区的支持下，编制并联合向理事会提交年度预算和决算。理事会批准后再将华州孔院和华州孔院教学中心年度预、决算分别报川大和重庆交大终审年度项目活动经费。川大和重庆交大将依据太平洋路德大学、西雅图学区及其高等教育、K-12合作伙伴为项目提供的配套经费情况确定其为华州孔院和华州孔院教学中心的最终年度资助额度。
7. 作为华州孔院和华州孔院教学中心的财务代理机构，AFE代表华州孔院和华州孔院教学中心接受川大，重庆交大以及其他机构提供的资金，并根据川大、重庆交大及其他资助机构的要求分配资金。

第六条 义务

川大、重庆交大的义务：

4. 川大和重庆交大同意 PLU 和 SPS 及其教员对其管理的所有课程的内容和教学方式享有最终有权决定。太平洋路德大学同意川大和重庆交大对资助的项目享有最终权决权。
5. 参与华州孔院和华州孔院教学中心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. 华州孔院和华州孔院教学中心应在其承办机构太平洋路德大学和西雅图学区的支持下，编制并联合向理事会提交年度预算和决算。理事会批准后再将华州孔院和华州孔院教学中心年度预、决算分别报川大和重庆交大终审年度项目活动经费。川大和重庆交大将依据太平洋路德大学、西雅图学区及其高等教育、K-12 合作伙伴为项目提供的配套经费情况确定其为华州孔院和华州孔院教学中心的最终年度资助额度。
7. 作为华州孔院和华州孔院教学中心的财务代理机构，AFE 代表华州孔院和华州孔院教学中心接受川大，重庆交大以及其他机构提供的资金，并根据川大、重庆交大及其他资助机构的要求分配资金。

第六条 义务

川大、重庆交大的义务：

1. 根据华州孔院和华州孔院教学中心需要提供年度经费。本协议前两年为 PLU 提供的经费中将包括一个项目协调员的工资，具体数额不低于伍万零玖佰贰拾美元（\$50,920.00）。本义务为原孔子学院总部与 PLU、SPS 所签署协议的接续。
2. 派遣至少两名访问学者作为首席研究员（太平洋路德大学和西雅图学区各一名），并负担其国际旅费、住宿和工资。
3. 根据高校和 K-12 合作学校需求和美国 J-1 类非移民签证要求，选派访问学者若干名，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，并负担其国际旅费及与美国教育行业同等水平的薪酬。
4. 为太平洋路德大学和西雅图学区人员到川大和重庆交大开展合作研究、举办讲座和参加会议申请赴中国签证所需的必要文件。

太平洋路德大学和西雅图学区的义务：

1. PLU 为川大选派至华州孔院，SPS 为重庆交大选派至华州孔院教学中心的访问学者提供专用办公室和设备，并分别负责其提供的上述办公室和设备的安装、管理和维护。如果中方访问学者的工作需要额外的办公场地和教室，PLU 和 SPS 将分别为相关访问学者在其工作地点预订办公场地和教室。

2. 根据华州孔院和华州孔院教学中心运行需要，提供必要的行政和教学人员(全职或兼职)，并支付相关费用。
3. 为本项目中国访问学者申请美国J-1 非移民签证提供必要的文件，以及他们完成在太平洋路德大学、西雅图学区和其他合作机构的教学和研究工作所必须的各种资源，并协助他们在太平洋路德大学、西雅图学区或者合作机构附近寻找可用的住房资源。
4. 分别在太平洋路德大学和西雅图学区财务系统中为华州孔院和华州孔院教学中心设立专门账户，并向川大和重庆交大提供上述账户的年度财务报告。
5. 提供适当的年度资金，其数额不低于川大和重庆交大提供的相应数额。川大和重庆交大同意太平洋路德大学和西雅图学区将首先通过实物投入的方式来满足其配套经费投入的要求，除此以外的任何额外资金投入均将逐年与川大和重庆交大协商。太平洋路德大学和西雅图学区实物配套投入包括其为川大和重庆交大派遣的访问学者提供的专用办公室有关费用、太平洋路德大学以及西雅图学区人员为支持孔子学院工作的薪金比例折算等。实物配套投入的具体情况，包括实际的美元数额，将在向川大和重庆交大提供的年度预算中一并列入。
6. 与 AFE 合作受理川大和重庆交大提供的年度经费，包括经费划转至太平洋路德大学和西雅图学区以保证华州孔院和华州孔院教学中心的正常运行。

7. 与川大、重庆交大合作开展项目评估，并接受川大和重庆交大的最终评审。

AFE 的义务：

1. 总则：AFE 同意作为川大和重庆交大为太平洋路德大学所承办的华州孔院和西雅图学区承办的华州孔院教学中心所提供经费的财务代理。本协议中，AFE 的财务代理责任应仅限于开展本协议所述的活动。
2. 资金划拨：AFE 收到来自川大和重庆交大的经费后，将按照相关资金文件中的规定，及时将经费支付或分配给太平洋路德大学和西雅图学区；如果 AFE 认为有关资金文件中所规定的方向不明确，在太平洋路德大学和/或西雅图学学区从川大和/或重庆交大方面获得必要的确认前，AFE 没有义务对相关资金进行支付和分配。一旦收到相关确认后，AFE 将及时进行支付。如果相关各方对资金支付的指令的明确性存在分歧，则应坦诚协商，化解分歧。
 - 2.1 AFE 审核。AFE 需对所有其作为财务代理的项目申请进行审核，确认该申请明确允许 AFE 作为财务代理。在获得 AFE 同意前，PLU 和 SPS 不得提交该项目申请。
3. 费用和成本。AFE 应保留从川大和重庆交大收到的所有资金中的一部分作为财务代理服务费用。为符合资助方财务报告要求，该费用在资助经费得到批复时收取。收费数量按照提供的服务收取：

3.1 直接支付。对直接划转至太平洋路德大学、西雅图学区或其他华州孔院或华州孔院教学中心资助对象的经费，AFE 将作为其直接管理的资金收取一次性 2% 的手续费，例如中国语言和文化课堂项目。

3.2 主动资金管理：对于其提供财务服务的资金，包括应付账款、供应商管理和账户报告服务，AFE 将收取 7% 的费用。

3.3 意外支出。如果发生与本协议直接相关的意外费用（例如法律费用），与上述 3.1 和 3.2 的资金管理不同且独立，AFE 应事先咨询太平洋路德大学和西雅图学区并获得书面同意后，方可要求太平洋路德大学和西雅图学区分担此类费用，太平洋路德大学和西雅图学区对此不应无故拒绝。

4. 财务报告 – SPS 和 PLU 需提供的协助。西雅图学区和太平洋路德大学（在适用情况下），应在 AFE 提出要求时，向 AFE 提供书面报告以及其它可能被合理要求的证据，以供 AFE 完成相关资金文件要求的报告。

5. AFE 角色的变化。如果川大和重庆交大直接与太平洋路德大学和西雅图学区签订资助协议，协议规定川大和重庆交大同意将资金直接汇入太平洋路德大学和西雅图学区，AFE 则不再担任财务代理，因

此无权收取本协议中规定的管理费，对上述资金亦不承担任何义务，同时，因类似资助协议而产生的赔偿太平洋路德大学或西雅图学区不应将 AFE 作为责任连带方。

6. SPS 和 PLU 经费募集：西雅图学区和太平洋路德大学同意采取合理的措施，共同制定计划，使用华州孔院、华州孔院教学中心或上述两个名称从川大和重庆交大以外的资助方（包括个人和实体）募集经费（例如，钱款和实物捐赠）并将上述计划付诸实施。在向川大和重庆交大以外的资助人募集经费时，华州孔院和华州孔院教学中心负责人应与事先咨询其理事会。
7. AFE 的作用：AFE 同意，应 SPS、PLU，或两者共同要求，担任任何非川大和重庆交大资金的财务代理。作为来自川大和重庆交大经费的财务代理，受本协议规定的条款和条件约束，同时享有包括但不限于本协议 2.1 中规定的批准权和 3.3 中规定的费用和成本的收取权。
8. AFE 无参与：根据 PLU 或 SPS 作为受资助方的情况，非川大和重庆交大资金可以直接提供给 PLU 或 SPS。此类经费可直接提供给 SPS，同时 SPS 能够并愿意向 PLU 划转任何用于 PLU 实际承担项目的部分资金；或将此类经费直接提供给 PLU，PLU 能够同时愿意将 SPS 实际承担的项目部分的资金划转给 SPS。如果 AFE 不担任财务代理，则 AFE 无权就此类资金收取管理费，并且根据此资助协议，不承担任何义务。

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基金会独家拥有。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继续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方，拥有华州孔院和华州孔院教学中心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整顿。

第八条 协议的修改

经各方通过协商同意，本协议在实施过程中可进行书面修改。所有修改均应以中英文两种语言书面做出，并经各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。如任意一方希望终止本协议，需在协议到期前九十天书面通知其余各方。否则，本协议将自动延长五年。

第十条 不可抗力

各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其他相关方的损失降至最低。

第十一条协议终止

有下列情况之一的，本协议将终止：

1. 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导致无法履行义务达成共识，则可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要求，川大、重庆交大有权终止本协议。
4. 如果根据太平洋路德大学的评估，没有足够的资金和/或人力继续支持华州孔院的运行，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，该协议存在危机学校声誉或影响其他资金来源，太平洋路德大学有权终止本协议。

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. 合作项目终止后，项目资金自动冻结，剩余金额经各方确认后返还经费提供方。
2. 本协议终止不影响各方之间的其他单独协议，合同或项目计划。
3. 终止后，太平洋路德大学和西雅图学区为已注册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端。

第十三条 协议语言

本协议分别以中、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 其他条款

其他本协议未尽事宜，由各方友好协商解决。

签署人在此获得各自机构的正式授权以执行本协议。



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校长

李言荣

姓名 李言荣

日期 4/26/2022

太平洋路德大学

校长

L. Allan Belton

姓名 L. Allan Belton

日期 01/26/2022

重庆交通大学

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唐伯明

姓名 唐伯明

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