

**AGREEMENT FOR ESTABLISHMENT OF A
CONFUCIUS INSTITUTE**

AT

**UNIVERSITY OF CALIFORNIA, LOS ANGELES (UCLA)
IN COLLABORATION WITH
THE OFFICE OF CHINESE LANGUAGE COUNCIL INTERNATIONAL (HANBAN)**

**THE PEOPLE'S REPUBLIC OF CHINA
AND
UNIVERSITY OF CALIFORNIA, LOS ANGELES
UNITED STATES OF AMERICA**

DECEMBER 20, 2006

As a means for strengthening cooperation and understanding between China and the U.S., the Office of Chinese Language Council International (Hanban) and the University of California, Los Angeles (UCLA) hereby enter into a cooperative agreement with the following provisions:

Article 1: Purpose

UCLA and Hanban shall engage in earnest cooperation in promoting the study, research and dissemination of Chinese language and culture between the People's Republic of China and the United States of America and shall develop joint educational, professional training, and scholarly programs that will be of mutual benefit. These programs shall aim to enhance the exchange of scientific knowledge and cultural traditions at the global level.

Article 2: Status

The Confucius Institute at UCLA shall be a non-profit entity with the purpose of enhancing intercultural understanding and scholarly exchange by sponsoring a broad range of activities, workshops, courses, and conferences in Chinese language and culture.

Article 3: Scholarly and Outreach Activities

The Confucius Institute at UCLA will seek to focus on the following academic and community outreach activities:

1. Workshops and conferences in translation and interpretation of Chinese to the English language, and English to the Chinese language for scholars, professionals, and business clients.
2. Develop courses and programs on business English for Chinese students, and courses and programs on business Chinese for U.S. students.
3. Courses and certificate programs on teaching Chinese as a foreign language for primary, secondary and college level instruction.
4. Develop online courses and other Internet resources for college-level students and teachers.
5. Collaborate with UCLA departments and Chinese universities to establish student exchange programs in the areas of language, culture, science, business, and the arts.
6. Advise prospective and current students regarding study in China.
7. Establish programs on Chinese language and culture with local communities.

Article 4: Intellectual Property Rights

UCLA maintains all rights of ownership and distribution for materials and courses designed by our faculty and others employed by the university. Hanban retains all rights to the title of “The Confucius Institute” and associated badges, signs, and logos. Hanban and UCLA can negotiate ownership of jointly produced materials or programs if the need arises. It is expected that all discussions of ownership will proceed in good faith and follow procedures and expectations of collegiality and goodwill between the partners.

Article 5: Board of Directors

The Confucius Institute at UCLA shall have a Board of Directors that will oversee the development and operation of the Confucius Institute. UCLA and its Chinese university partner will nominate members of the Board.

Article 6: Obligations and Expectations

The obligations of Hanban:

1. To authorize and oversee the use of the “Confucius Institute” name, title, logo and associated references.
2. To provide books and multimedia materials for use by those associated with the Confucius Institute at UCLA.
3. To provide start-up funds in order to ensure success of the Confucius Institute at UCLA.
4. To work together with UCLA to identify sources of continuing funding in the form of grants from Hanban, fund-raising and donations.

The obligations of UCLA:

1. To provide appropriate office and classroom space for the Confucius Institute at UCLA to conduct its academic and community outreach programs.
2. To provide administrative staffing appropriate to the scope and nature of the Confucius Institute at UCLA.
3. To ensure that UCLA faculty and the administration are adequately consulted regarding the scope, mission and direction of the Confucius Institute at UCLA.
4. To provide support for visiting Chinese faculty and scholars in obtaining visas, locating housing, finding office space, access to library facilities, and other matters related to their work at UCLA.
5. To determine appropriate fees for all workshops, courses and programs in order to ensure financial viability of the Confucius Institute at UCLA.

6. To negotiate the relationship with a Chinese university partner regarding participation in the Confucius Institute at UCLA. UCLA prefers to work with Shanghai Jiao Tong University in developing a partnership.

Article 7: Effective Dates

The Agreement will go into effect when the agreement is signed, and it will be valid for a period of 5 years. Both parties and the Board of Directors will assess the viability of continuation at the beginning of year 5 of the agreement, with the understanding that the agreement may be renewed for another term.

Article 8: Termination of the Agreement

The Agreement may be terminated at any time if either party determines that the Confucius Institute at UCLA does not meet their aims and objectives. Written notice must be received by the Board of Directors, Hanban and UCLA at least six months in advance of expected termination.

Hanban Representative

Li Yaosheng
Li Yaosheng

Consul for Education

The Consulate General of

The People's Republic of China in Los Angeles

UCLA Representative

David Unruh
David Unruh, Ph.D.

Assistant Provost

Academic Program Development

12/20/06

Date

December 20, 2006

Date

美国加州大学洛杉矶分校

与

中国国家汉语国际推广领导小组办公室

关于成立加州大学洛杉矶分校孔子学院的协议

为加强中美之间的合作与了解，中国国家汉语国际推广领导小组办公室（汉办）和美国加州大学洛杉矶分校（UCLA）达成以下合作协议：

第一条：目的

加州大学洛杉矶分校和汉办将为推动中美两国间的语言和文化学习及交流进行积极的合作，共同发展对双方有利的教育、专业及学术培训项目。这些项目将致力于加强双方科技和文化传统的交流。

第二条：地位

加州大学洛杉矶分校孔子学院为非盈利机构，通过开展中国语言及文化相关活动、提供课程、组织会议等形式，加强文化了解和学术交流。

第三条：学术活动

加州大学洛杉矶分校孔子学院主要开展下列活动：

- 1、为学者、专业人员及商业人士举办英汉互译方面的活动和会议；
- 2、为中国学生开发商业英语课程和项目，同时为美国学生开发商业中文课程和项目；
- 3、开展初级、中级及大学层级的汉语教师培训课程和教师资格项目；
- 4、为大学生和教师开发网上课程，提供其他网络资源；
- 5、与加州大学洛杉矶分校的院系和中国大学合作，在语言、文化、科技、商业及艺术领域开展学生交流活动；
- 6、为准备和正在中国学习的学生提供咨询；
- 7、与当地社团合作开展中国语言和文化活动。

第四条 知识产权

加州大学洛杉矶分校拥有由本校职员和其他雇员开发设计的教材和课程的所有权。汉办拥有“孔子学院”及相关徽章、标识等的知识产权。若双方共同开发的教材和项目的需求量增加，则可以协商所有权。

第五条 理事会

加州大学洛杉矶分校孔子学院将成立理事会来监督孔子学院的运行和发展，理事会人选由 UCLA 和中方合作院校协商确定。

第六条 义务

汉办义务：

- 1、授权并监督“孔子学院”名称、标识、徽章及其他关联产品的使用；
- 2、提供书籍及多媒体教材供加州大学洛杉矶分校孔子学院使用；
- 3、提供启动资金以确保加州大学洛杉矶分校孔子学院的成功；
- 4、与加州大学洛杉矶分校一起，为孔子学院寻求后续经费。

加州大学洛杉矶分校的义务：

- 1、为孔子学院的教学和其他活动项目提供合适的办公和教学场所；
- 2、为孔子学院配备适合的行政人员；
- 3、确保加州大学洛杉矶分校的教职员工和行政人员充分认识到孔子学院的目标、活动范围及工作方向；
- 4、为中国教师和访问学者在获取签证、租房、办公条件、图书馆使用及其他与工作相关的事务中提供帮助；
- 5、为保证孔子学院的经费能力，决定孔子学院项目、课程、活动等费用收取；
- 6、与中国的院校沟通共同建设孔子学院，愿与上海交通大学合作。

第七条 生效日期


协议签署后立即生效，有效期为 5 年。双方及理事会将在协议开

始的 5 年内评估孔子学院的生存发展能力 ,在此基础上确定协议是否延续。

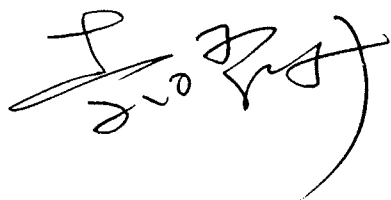
第八条 协议的终止

当孔子学院不能达到预期目的时 ,任意一方均可终止协议。协议终止前六个月需提前以书面形式告知理事会、汉办及加州大学洛杉矶分校。

汉办代表 :


December 20, 2006

加州大学洛杉矶分校代表 :


12/20/06