### AGREEMENT BETWEEN

# CONFUCIUS INSTITUTE at The University of Ulster AND South West College

### ON THE ESTABLISHMENT OF

## THE CONFUCIUS CLASSROOM at South West College

To strengthen the role of Confucius Institute in providing social service to the local community, developing Chinese teaching and learning in local elementary and secondary schools, and enhancing the mutual understanding and friendship between young people of both countries, Confucius Institute at The University of Ulster and South West College after friendly consultation and approved by the Headquarters, hereby agree on establishing South West College Confucius Classroom, as follows,:

### Article 1 Character

The Confucius Classroom at South West College shall be a non-profit institution with the purpose of enhancing understanding and friendship between the young people of China and [Northern Ireland] by sponsoring the teaching and learning of Chinese language and culture.

### Article 2 Scope of Activities

Based on local realities, the Confucius Classroom at South West College can conduct the following programs and other activities related to Chinese language and culture:

1. Conducting Chinese teaching programs and Chinese Test for Young

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Learners (YCT).

- 2. Training local Chinese language instructors;
- 3. Organizing exchange programs between local and Chinese elementary and secondary school students;
- 4. Conducting activities related to Chinese language and culture.

### Article 3 Management and Operation

With the Confucius Classroom operating as its project, the Confucius Institute at The University of Ulster shall be responsible for the management of the Confucius Classroom, including developing annual activity plans, budgets and final accountings for the Confucius Classroom and submitting to the Headquarters for approval. Confucius Institute should also report to the Confucius Institute Headquarters concerning the operation of Confucius Classroom on a regular basis.

The Confucius Classroom shall be launched for full operation within a year upon the signing of this agreement.

### Article 4 Obligations

The obligations of Confucius Institute shall include:

- 1. To apply to the Headquarters for authorization of using the title "Confucius Classroom", provide logos and Confucius Classroom emblems.
- 2. To apply to the Headquarters for necessary start-up fund, and provide equipment for teaching and cultural activities.
- 3. To apply to the Headquarters for 1,000 volumes of books, audio-visual, multimedia materials and courseware, and for authorization of using

online courses.

- 4. To apply to the Headquarters for a certain number of Chinese instructors and/or volunteers according to needs of the Confucius Classroom. The Headquarters will pay for their airfare and salaries.
- 5. To apply for the scholarships from the Headquarters, and provide to outstanding students of the Confucius Classroom, support them in taking part in the summer camps or study in China.
- 6. To assist the Chinese party in dealing with the entry procedures.

The obligations of South West College shall include:

- 1. To have the principal or vice-principal takes charge of the Confucius Classroom directly;
- 2. To provide an appropriate site for teaching and office space for the Confucius Classroom; to provide necessary facilities and take charge of their installment, management and maintenance.
- 3. To make nameplate of Confucius Classroom according to the requirement of the Headquarters, and hang it at the gate of the school or an obvious place of the building in which the Confucius Classroom is located.
- 4. To provide necessary administrative personnel for the Confucius Classroom and provide related payment; and to open a special account for the Confucius Classroom.
- 5. To provide necessary working conditions for the Chinese staff and to help them to find suitable accommodations.

Article 5 Intellectual Property

The Confucius Institute Headquarters owns the title of "The Confucius Classroom", its related logo, and plaque (or badge) as its exclusive intellectual property. South West College shall not continue applying or transferring the title, logo, and plaque (or badge) in any form, either directly or indirectly, after this agreement has been terminated.

### Article 6 Other Items

The parties to this Agreement will treat this Agreement as confidential and will not, without prior written consent, publish, release or disclose or permit supplied to, obtained by, or which comes to the knowledge of each parties as a result of this agreement except insofar as such publication, release or disclosure is necessary to enable each party to fulfill their obligations under this Agreement.

The Agreement shall come into force upon the date it is signed.

Confucius Institute at

The University of Ulster

21173 L.

1/2012

Vice-Chancellor

Date:

Southwest College

President

Date:

1/10/13

# 奥斯特大学孔子学院与 西南学院 关于合作建设西南学院孔子课堂的协议

为进一步加强孔子学院为当地社区提供社会服务的功能, 推动当地中小学汉语教学的发展,增进两国青少年的相互理解 和友谊, 奥斯特大学孔子学院与 西南学院经友好协商,并报 经孔子学院总部批准,就合作建设 西南学院孔子课堂签订协议 如下:

### 第一条 性质

西南学院孔子课堂系非营利教育机构,通过教授汉语和中国文化,增进中英两国青少年的相互了解和友谊。

# 第二条 业务范围

根据当地实际情况, 西南学院孔子课堂可开展以下项目或其他与汉语教学及中国文化相关的活动:

- 1、开展汉语教学和中小学生汉语考试(YCT 考试);
- 2、培训当地汉语教师;
- 3、组织当地中小学生与中国中小学生的交流活动;
- 4、开展与汉语及中国文化有关的活动。

# 第三条 管理和运营

作为孔子学院的项目, 奥斯特大学孔子学院负责西南学院

孔子课堂的管理,制定年度活动计划、资金预决算等,上报总部审批,并定期向总部报告孔子课堂运营情况。

孔子课堂须在本协议签署后的一年内启动运营。

### 第四条 双方义务

奥斯特大学孔子学院义务:

- 1、向总部申请授权使用孔子课堂名称和孔子课堂标识:
- 2、根据课堂需要,向总部申请必要的启动经费,及教学和文化设备:
- 3、向总部申请 1000 册图书、音像及多媒体教学资料、课件,申请授权使用网上课程;
- 4、根据课堂需要向总部申请一定数量的汉语教师、志愿者, 由总部负担其国际旅费、工资等:
- 5、向总部为孔子课堂的优秀学生申请奖学金,以支持其参加访华夏令营或来华研修。
  - 6、协助办理总部派遣人员入境从事教学活动所需的手续。

# 西南学院义务:

- 1、校长或副校长直接负责孔子课堂项目;
- 2、提供适合的教学场地和办公条件,配备必备的办公设备 并负责安装、管理和维护;
- 3、按总部指定规格制作并在校门口或孔子课堂所在建筑物 显著位置悬挂孔子课堂标牌。
- 4、为孔子课堂配备必要的行政人员,提供相关费用,并为 孔子课堂开设专门帐户。
  - 5、为总部派遣人员提供必要的生活和工作条件。

# 第五条 知识产权

"孔子课堂"及相关标识和徽章的知识产权为孔子学院总部独家拥有。本协议终止后, 西南学院不得以任何形式继续直接或间接使用和转让。

### 第六条 其他条款

协议双方将视此协议为机密文本,未经对方书面许可,任何协议一方皆不可公布、披露或公开,或者允许他人公布、披露或公开与协议一方有关的获得的、获知的材料或信息,除非这些材料的公布、披露或公开是对于协议一方履行协议中所规定的义务来说是必要的。

本协议自签署之日起生效。

奥斯特大学

校长

西南学院

院长

12.9 Mass

日期:

1/12/13

72 C123.m.

日期:

1/10/13