



AGREEMENT BETWEEN
CONFUCIUS INSTITUTE HEADQUARTERS OF CHINA
AND
GRIFFITH UNIVERSITY, AUSTRALIA
ON THE ESTABLISHMENT OF
TOURISAM CONFUCIUS INSTITUTE AT GRIFFITH
UNIVERSITY

In order to strengthen educational cooperation between China and Australia, support and promote the development of Chinese language education, and increase mutual understanding among people in China and in Australia, according to the *Constitution and By-laws of Confucius Institutes*, the Confucius Institute Headquarters of China (“the Headquarters”) and Griffith University of Australia, for the establishment of Tourism Confucius Institute at Griffith University (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 Griffith University in the establishment and management of the Institute.

Article 2 Character of the Institute

The Institute shall be a non-profit educational institution.

Article 3 Executive Institution

Griffith University is desirous of collaborating with China University of Mining and Technology. The Headquarters will authorize and appoint China University of Mining and Technology as the Chinese executive institution to establish the Confucius Institute with Griffith University. China University of Mining and Technology and Griffith University will sign a supplementary agreement detailing matters governing the cooperation. The supplementary agreement is to be audited by the Headquarters before signing.

The Institute must be launched within one year from the date of the signing of this agreement.

Article 4 Scope of Activities

The Institute shall serve the following activities according to the Constitution and By-laws of the Headquarters in meeting the actual interest locally, for instance:

1. Teaching of Chinese language and providing Chinese language teaching resources;
2. Training of 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 authorized or by appointment of the Headquarters.

Article 5 Organization Structure, Operation and Management of the Institute

1. The Institute at Griffith University shall appoint a Director who reports directly to the Board of Committee.

2. The Board of Committee is formed with members nominated China University of Mining and Technology and Griffith University. The main duties include: formulating and amending the Constitution of the Institute; adopting the Institute's development plans; deciding on all major activities undertaken by the Institute such as teaching, research and management of the Institute; to plan for fund raising activities; to decide on the matter in relation to appoint and dismiss the director of the Institute; examining and approving the proposed budget and adopting the final financial accounts of the Institute; to report in timely manner on the management status and any significant issues.

3. Two collaborating parties to nominate one Director each to serve on the Board.

4. The institute must accept the assessment of the Headquarters on the teaching quality.

5. The Institute intended activities must be in accordance with the Confucius Institute's Constitution and By-laws, and to respect the cultural practices of China and Australia, and shall not contravene the laws and regulations of both the countries.

6. The Institute shall draws up annual budget proposal and final financial accounts independently. Griffith University will be in charge of the

Institute's daily operation and management and should be responsible for overseeing the profit and loss of the Institute by charging appropriate fees for language courses and other programs as deemed fit.

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 start-up fund, and provide 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 and salaries.

The obligations of Griffith University

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 of any teaching program.
2. To provide necessary administrative personnel (full time or part-time) and provide the related payment; to provide necessary working facilities and conveniences for the Chinese instructors.
3. To assist the Chinese party on the visa application and residence

procedures.

4. To open the special account for the Confucius Institute in the local Bank of China or other bank approved by the Headquarters.

5. To provide a set amount of annual fund, which should not be less than the amount provided by the 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. Griffith University shall cease to use or transfer the title, logo, and emblem in any form, either directly or indirectly, after this agreement has expired or is terminated.

Any intellectual property contributed by the individual party in pursuant of this agreement shall remain the sole propriety of the party concerned. For any intellectual property or co-operated programs that are jointly developed by the Institute shall subject to consultation by both parties to determine its rightful ownership. Any dispute involving the intellectual property matter will be resolved by both parties in a friendly manner. If the parties fail to resolve the dispute, either party may refer the matter to a court of competent jurisdiction for resolution.

Article 8 Revision

With the 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 this agreement. The Agreement is to remain in effect for a period of 5 years. Either party, if wishes to terminate the Agreement must notify the other in writing during the 90 days before the end of the Agreement, otherwise it will automatically be extended for another 5 years.

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 this Agreement.
3. The Agreement is unable to be carried out or cannot achieve the anticipated aim due to adverse 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 due to force majeure as in Article 10 above.

The termination of the Agreement cannot affect some other agreement, contract and program between the two parties.

Before the Agreement is terminated, Griffith University should make appropriate arrangements if there are enrolled students and other unfinished works.

Article 12 Dispute Resolution

In the events of any dispute, the two parties should consult each other in a friendly manner to resolve the dispute. If the parties fail to resolve the dispute, either party may refer the matter to a court of competent.

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.

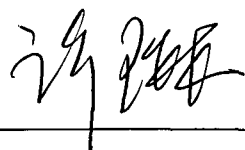
Article 14 Other Terms

Other matters that fall outside the scope of this Agreement are to be resolved through consultations to reach mutual agreement between the two parties.

Confucius Institute
Headquarters (HANBAN)
Chief Executive

Griffith University

Vice Chancellor



XU Lin

Date: 2011.2.16



Ian O'Connor

Date: 17 March 2011



中国孔子学院总部与澳大利亚格里菲斯大学 关于合作设立格里菲斯大学旅游孔子学院的协议

为进一步加强中国与澳大利亚在教育领域的合作，支持并促进汉语教学的发展，增进两国人民的相互理解和友谊，根据《孔子学院章程》，中国孔子学院总部（以下简称总部）与澳大利亚格里菲斯大学就合作设立格里菲斯大学旅游孔子学院（以下简称学院）达成如下协议：

第一条 宗旨

本协议的宗旨在于规定在合作设立和经营管理学院过程中总部和格里菲斯大学的权利和义务。

第二条 学院的性质

学院系非营利性教育机构。

第三条 执行机构

格里菲斯大学表示愿意与中国矿业大学进行合作。总部将授权并委托中国矿业大学作为中方具体执行机构，与格里菲斯大学合作建设学院。中国矿业大学和格里菲斯大学将就具体合作事宜另行签订补充协议。补充协议签署前将报总部审核。

学院须在本协议签署后的一年内启动运营。

第四条 业务范围

根据总部章程并结合当地实际情况，学院可开展以下活动：

- 1、开展汉语教学，提供汉语教学资源。
- 2、培训汉语教师。
- 3、举办汉语考试和汉语教师资格认证考试。
- 4、提供中国教育、文化等信息咨询。
- 5、开展语言文化交流活动。
- 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、学院实行理事会领导下的院长负责制。
- 2、理事会由中国矿业大学和格里菲斯大学推荐人选组成，其主要职责是：制定和修改学院章程；制定学院发展规划；决定教学、研究及经营方面的重大事项；制定计划，筹集办学经费；任免学院院长；审批学院的预算和决算；及时报告学院经营状况和重大事项等。
- 3、合作双方各派一名院长。院长向理事会汇报。
- 4、学院须接受总部的办学质量评估。
- 5、学院开展活动须符合《孔子学院章程》，并应尊重中国和澳大利亚的文化习俗，不违背中国和澳大利亚法律法规。
- 6、学院单独编制年度预算和决算，日常经营管理由格里菲斯大学负责，最终通过教学和实施其他项目的收入实现自负盈亏。

第六条 双方义务

总部义务：

- 1、授权使用孔子学院名称和标识。
- 2、根据需要提供各种教材、课件和图书，授权使用网络孔子学院课程。首批提供 3000 册中文图书、教材和音像资料。
- 3、提供 15 万美元启动经费，并根据需要每年提供一定数额的项目经费。
- 4、根据办学需要选派教师若干名，并承担其国际旅费、工资等。

格里菲斯大学义务：

- 1、为学院提供固定的办公场地和适合的教学及其他活动场所，配备必要的办公、教学设备并负责其安装、管理和维护。
- 2、为学院配备必要的行政人员（专职或兼职），并提供相关费用。为中方派遣人员提供必要的工作条件和便利。
- 3、协助中方派遣人员办理入境及居留手续。
- 4、在当地中国银行或总部认可的其他银行为学院开设专门帐户。
- 5、每年提供一定数额的项目经费，其金额应不低于总部提供的项目经费。

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总部独家拥有。本协议到期或终止后，格里菲斯大学不得以任何形式继续直接或间接使用和转让。

单独开展的有知识产权的具体项目，其知识产权由开发方独家拥有。学院合作开发的项目由双方协商确定知识产权。若双方在知识产权方面产生争议，应通过友好协商解决。协商不成的，

可提交有管辖权的机构裁定。

第八条 协议的修改

经双方同意，本协议在执行过程中可以进行修改；所有的修改均以中英文两种语言书面做出，并经双方授权代表签字后生效。

第九条 协议的有效期

本协议自双方签字之日起生效。本协议有效期为五年。任何一方如无延长本协议有效期意愿，必须在有效期截止前九十天书面通知对方，否则，本协议有效期自动延长五年。

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：国家紧急状态、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另一方的损失降至最低。

第十一条 协议终止

有下列情况之一的，本协议将终止：

1、协议一方要求终止本协议，并且至少提前六个月书面通知对方。

2、协议期限届满，双方无继续合作的意愿。

3、履行该协议的条件已丧失，协议无法履行或继续履行无法达到预期目的。

- 4、协议一方有严重损害孔子学院声誉与形象的行为。
- 5、如上述第十条所述，因不可抗力致使该协议无法履行。

本协议的解除不影响双方正在执行的单独协议、合同或项目。本协议解除时，格里菲斯大学应妥善安排学院学生及相关工作。

第十二条 争议的解决

双方在协议履行过程中若发生纠纷及争议，应本着友好的精神协商解决。协商未果的，可向有管辖权的法院提起诉讼。

第十三条 协议语言

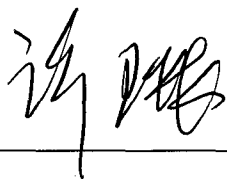
本协议一式两份，分别以中、英文书就。双方各持中、英文本各一份，两种文本具有同等效力。

第十四条 其他事项

本协议未尽事宜由双方通过友好协商加以解决。

孔子学院总部
总干事

格里菲斯大学
校长



许琳

日期: 2011. 2. 16



Ian O'connor

日期: 17 March 2011