



UNIVERSITÄT  
HEIDELBERG  
ZUKUNFT  
SEIT 1386

**AGREEMENT BETWEEN  
THE CONFUCIUS INSTITUTE HEADQUARTERS OF CHINA  
AND  
HEIDELBERG UNIVERSITY, GERMANY  
ON SUPPORTING AND OPERATING  
THE CONFUCIUS INSTITUTE AT HEIDELBERG UNIVERSITY**

In order to strengthen the educational and academic cooperation between China and Germany, support and promote the development of Chinese language education, and increase mutual understanding and friendship between the peoples of China and Germany, according to the *Constitution and By-laws of Confucius Institutes*, the Confucius Institute Headquarters of China (“the Headquarters”) and Heidelberg University, Germany, have signed an agreement for the establishment of the Confucius Institute at Heidelberg University on 07/03/2009 and 07/15/2009. Upon the end of the five-year term, after friendly consultation, both parties agree to renew the cooperation agreement on the Confucius Institute at Heidelberg University (the Institute), as follows:

**Article 1 Purpose**

The purpose of this agreement is to identify the rights and responsibilities of the Headquarters and Heidelberg University and its partners in the development and management of the Institute.

**Article 2 Character**

The Confucius Institute at Heidelberg University shall be a non-profit academic and educational institution with the purpose of enhancing intercultural understanding between China and Germany.

### **Article 3 Executive Institution**

Heidelberg University is willing to continue its cooperation with Shanghai Jiao Tong University. Shanghai Jiao Tong University, authorized and entrusted by the Headquarters, will continue to support the Confucius Institute at Heidelberg University as the Chinese executive institution. Heidelberg University and Shanghai Jiao Tong University will sign a supplementary agreement on matters not settled by this Agreement. The supplementary agreement should be audited by the Headquarters before signing.

### **Article 4 Scope of Activities**

The Institute can offer the following programs and activities according to the *Constitution and By-laws of Confucius Institutes*, and local instance:

1. Teaching Chinese language and providing Chinese language teaching resources;
2. Providing training for teachers to teach Chinese in primary , middle and high schools as well as colleges (Heidelberg University and Heidelberg's University of Education (Pädagogische Hochschule Heidelberg) are going to launch a cooperative program named heiEDUCATION, which aims at professionalizing, internationalizing and innovating educational and pedagogic degree programs, and which also promotes educational reforms at Heidelberg University);
3. Administering the HSK Examination (Chinese Proficiency Test) and tests to certify ability to teach Chinese as a foreign language;
4. Providing reference materials and consultative services for individuals wishing to study or work in China;
5. Conducting cultural activities within a larger concept of introducing foreign cultures to Germany;
6. Providing a research platform for organizing academic activities such as international conferences, symposia and guest lectures in cooperation with Heidelberg University, supporting an academic exchange program to subsidize researchers from Heidelberg University and its partners to study and conduct research in China;
7. Providing start-up funds for applications for long-term research projects after audited by the Headquarters;
8. Other activities with authorization and by appointment of the Headquarters.



3. To provide program and operational funding and subject to annual agreements on operational plans with respect to the actual development and program size of the Institute and the application of the Institute. For specific projects for which external funding is required Hanban will provide funding to match what has been raised externally by the University and its partners;
4. To send Chinese instructors (to be appointed by the Board of Advisors unanimously) based on the requirements of teaching.

### **The obligations of Heidelberg University**

1. If necessary to counsel the Institute in hiring and remunerating the necessary administrative personnel (full time or part-time) and in providing the necessary working conditions for the Chinese instructors of the Institute;
2. To assist the Chinese personnel at the Institute with all immigration procedures;
3. To assist the Institute in acquiring annual funds from different sources (i.e. state and city government public funds, companies, foundations, etc.), which should not be significantly less than the amount provided by the Headquarters annually.

The City Council of Heidelberg provides a fixed office place and appropriate sites for teaching and other activities of the Confucius Institute until the end of 2018, equipped with office and teaching facilities (property of the Confucius Institute at Heidelberg University), and with responsibility for the setting, management and maintenance services according to the rental agreements between the partners.

### **Article 7 Intellectual Property**

The Headquarters exclusively owns the title of “The Confucius Institute“, its related logo, and plaque (or badge) as its exclusive intellectual property. Heidelberg University cannot continue applying or transferring the title, logo, and plaque (or badge) in any form, either directly or indirectly, after this agreement has been terminated.

Each originator owns the intellectual property of his specific programs. The partners of this contract can give advice in the development of programs.

## **Article 5 Organization**

1. Director-in-charge under the leadership of the Board is implemented in the Confucius Institute.
2. The Board of Directors is formed with members nominated from the two parties, and its duties include: formulating and amending the Constitution of the Institute; formulating development plans for the Institute; decision-making on the significant issues including teaching, research and management; fund raising; appointing and dismissing the director of the Institute; examining and approving the budget proposal and final financial accounts of the Institute; reporting to the two parties on the management status and significant issues.
3. Heidelberg University and Shanghai Jiao Tong University each appoint one Managing Director. Under the leadership of the Board of Directors, the Managing Directors take on the responsibility for the daily operation of the Institute.
4. The Institute must accept the assessment of the Headquarters on the teaching quality.
5. The Institute's activities must be in accordance with *the Constitution and By-Laws of Confucius Institutes*, and also respect cultural customs; it shall not contravene the laws and regulations, both in Germany and China.
6. The Institute draws up annual budget proposals and final financial accounts independently. Heidelberg University takes care of overseeing the management and operation of the Institute's finances. Revenues generated from program delivery will be used exclusively for the Institute. The Institute assumes the sole responsibility for its profits or losses by charging language course fees and other project fees.

## **Article 6 Obligations**

### **The obligations of the Headquarters:**

1. To authorize the Institute, which by German law is conducted in the form of an incorporated association with the suffix "Heidelberg University" in its name, to continue to use the title "Confucius Institute", logos and institute emblems;
2. To provide multimedia course-wares and other teaching materials, as well as supplementary, and audio-visual materials where necessary, and to authorize the use of online courses;



In the event of any dispute, the partners should consult with each other in a friendly manner or submit to a jurisdictional organ according to related laws and regulations.

### **Article 8 Revision**

With the consent of both parties, this Agreement may be revised through a process of negotiation and discussion in a spirit of cooperation and good will. Any revisions will be made in writing, in both 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 below. The Agreement shall have a period of 5-year-validity. However, during this time it can be modified or terminated by both parties upon giving written notice at least six months in advance of their intention to terminate.

Before the end of the contract term either party, if it 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 circumstances, 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**

During the contract term this Agreement shall be terminated in one of, but not limited to, the following cases:

1. Either party may terminate this Agreement upon giving 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 the term.
3. The Agreement cannot go through or cannot achieve the anticipated aim because of comedown of the condition.
4. If the act of one party of the Agreement severely harms the image and reputation of the other party.
5. The Agreement cannot go through because of force majeure.

The termination of the Agreement cannot affect some other agreement, contract and program between the two parties. Before the Agreement is terminated, Heidelberg University should make appropriate arrangements for enrolled students and other projects.

#### **Article 12 Dispute Settlement**

In the events of any dispute, the two parties should consult with each other in a friendly manner or submit to the jurisdictional organ of which this Agreement falls within the competence.

#### **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 shall have the same effect in both languages. In case of deviations, the English version will prevail.

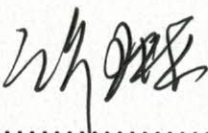
#### **Article 14 Other Terms**

Other matters not settled by this Agreement shall be solved through friendly, cooperative negotiations between the two parties. Should any provision of this Agreement, or any provision incorporated into this Agreement in the future, be or become invalid or unenforceable, the validity or enforceability of the other provisions of this Agreement shall not be affected thereby. The invalid or unenforceable provision shall be deemed to be substituted by a suitable and equitable provision which, to the extent legally permissible, comes as close as possible to the economic intent and purpose of the invalid or unenforceable provision. The same shall apply if the parties have, unintentionally, failed to address a certain matter in this Agreement; in this case a suitable and equitable provision shall be deemed to have been agreed upon which reflects what

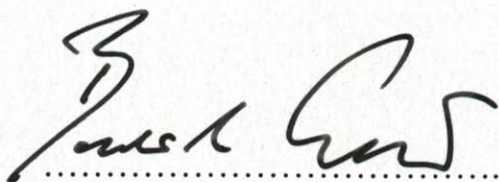


the parties, in the light of the intent and purpose of this Agreement, would have agreed upon if they had considered the matter.

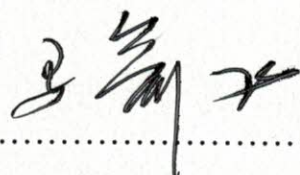
Confucius Institute Headquarters  
Chief Executive  
Dr. Xu Lin

  
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Date: 2015.8.21

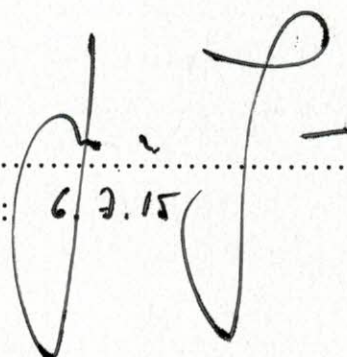
Heidelberg University  
President  
Prof. Dr. Bernhard Eitel

  
.....  
Date: 23.07.2015

Confucius Institute Headquarters  
Deputy Chief Executive  
Prof. Dr. Ma Jianfei

  
.....  
Date:

Heidelberg University  
Vice-President International Affairs  
Prof. Dr. Dieter W. Heermann

  
.....  
Date: 6.7.15



UNIVERSITÄT  
HEIDELBERG  
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SEIT 1386

# 中国孔子学院总部 与 德国海德堡大学 关于继续合作建设海德堡大学孔子学院的协议

为进一步加强中国与德国在教育、学术领域的合作，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）与德国海德堡大学（以下简称海德堡大学）于2009年7月3日和7月15日签订了关于合作设立海德堡大学孔子学院的协议。在5年协议到期之前，经友好协商，双方同意继续签署海德堡大学孔子学院（以下简称学院）如下合作协议：

## 第一条 宗旨

本协议的宗旨在于规定在继续合作建设和经营管理学院的过程中总部与海德堡大学及其合作伙伴的权利和义务。

## 第二条 学院的性质

海德堡大学孔子学院系非营利性学术、教育机构，旨在加强中德两国间的文化交流与相互理解。



### 第三条 执行机构

海德堡大学愿意继续与上海交通大学合作。总部将授权并委托上海交通大学作为中方具体执行机构，继续与海德堡大学合作管理学院。海德堡大学与上海交通大学将就其它事宜另行签订补充协议。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，学院将提供以下活动项目：

1. 开展汉语教学，提供汉语教学资源。
2. 培训中小学和大学汉语教师。（海德堡大学与海德堡师范大学即将开展名为 **heiEDUCATION** 的合作项目，以提升双方教育学专业学生的专业化、国际化水平，增强创新能力，同时促进海德堡大学的教学改革。）
3. 举办汉语考试和汉语教师资格认证考试。
4. 为前往中国学习、工作的个人提供相关资源及咨询。
5. 开展系列文化活动，介绍中国文化。
6. 提供研究平台，用于组织各项学术活动，例如，与海德堡大学共同举办国际会议、研讨会及专家讲座；支持学术交流项目，资助海德堡大学及其合作院校符合条件的师生赴中国进行研究和学习。
7. 经总部审核批准后，可为长期研究项目提供启动资金。
8. 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. 理事会由合作双方推荐人选组成，其职责是：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；负责筹集办学经费；任免学院院长；审批学院的预算和决算；向合作双方报告学院经营状况和重大事项等。
3. 海德堡大学和上海交通大学各派一名院长。在理事会的领导下，院长负责学院的日常经营管理工作。
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》，并应尊重德国和中国的文化习俗，不违背德国和中国法律法规。
6. 学院单独编制年度预算和决算。海德堡大学负责监管学院的管理经营及财务。项目收入仅用于学院开支。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. 授权学院继续使用孔子学院名称和标识，继续使用“海德堡大学孔子学院”的名称。根据德国法律，学院的性质是注册协会，非海德堡大学直属机构。
2. 根据需要提供多媒体课件和各种教学资料、补充资料以及视音频资料，授权使用网络孔子学院课程。
3. 根据学院的实际发展状况和项目的大小及学院的申请，提供项目和实施经费、支持年度计划。对海德堡大学与



其他合作伙伴筹资的一些特殊项目，汉办给予与之匹配的经费资助。

4. 根据办学需要，选派汉语师资（人选需得到双方认可）。

#### 海德堡大学义务：

1. 根据需要指导学院聘用必要的行政人员（专职或兼职），并承担其酬劳；为学院中方师资提供必要的工作条件。

2. 协助总部派遣人员办理入境及居留手续。

3. 协助学院从各种渠道筹集每年的经费（例如，州/市政府公共基金、公司企业、基金会等）。其金额应不低于总部提供的项目经费。

由海德堡市政府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至2018年12月31日，配备必要的办公、教学设备（所有权属于海德堡大学孔子学院）并根据与海德堡大学孔子学院的相关协议负责其安装、管理和维护。

#### 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。本协议终止后，海德堡大学不得以任何形式继续直接或间接使用和转让。

具体项目中的知识产权由原持有者拥有。协议双方可对项目的发展提出建议。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，按照相关法律规定及国际

惯例提交有管辖权的机构裁定。

### **第八条 协议的修改**

经双方同意，基于友好协商合作的愿望，本协议在执行过程中可以进行修改；所有的修改均以英文和中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。期间，任何一方如要修改或终止本协议，必须至少提前六个月书面通知对方。

在本协议截止之前，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（且不限于）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另外一方声誉与形象的行为。

5. 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，海德堡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。如有歧义，以英文版为准。

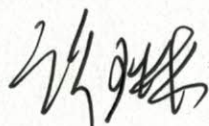
## 第十四条 其他事项

本协议未尽事宜由双方通过友好协商加以解决。

如果本协议的任何条款以及将被写入本协议的条款变得无效或无法实施，本协议的其他条款的有效性和实施性不受

影响。无效的或无法实施的条款应被公平合理的条款替代。在法律允许的前提下，新的条款必须在经费和目的方面与被替代的条款尽可能地接近。这同样适用于以下情况：双方非故意而没有写进本协议的内容；在这种情况下，新的公平合理的条款应被视为已获双方同意，是双方认真思考协商的结果。

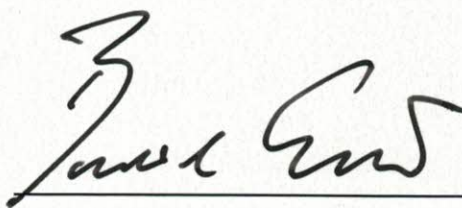
孔子学院总部/国家汉办  
总干事  
许琳 博士



日期：2015.8.21

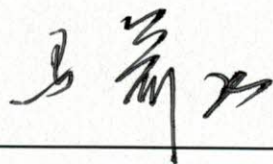
海德堡大学  
校长

Prof. Dr. Bernhard Eitel



日期：23.07.2015

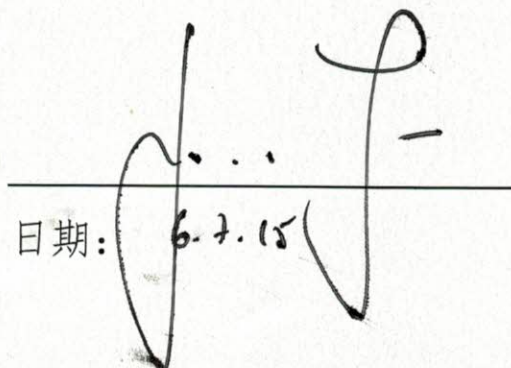
孔子学院总部/国家汉办  
副总干事  
马箭飞 博士



日期：2015.07.06

海德堡大学  
外事副校长

Prof. Dr. Dieter W. Heermann



日期：6.7.15