AGREEMENT BETWEEN
THE OFFICE OF CHINESE LANGUAGE COUNCIL
INTERNATIONAL
AND
UNIVERSITY OF NEBRASKA - LINCOLN
FOR THE ESTABLISHMENT OF
The Confucius Institute at the University of Nebraska-Lincoln

In order to strengthen educational cooperation between China and the United States, support and promote the development of Chinese language education, and increase mutual understanding between the peoples of China and the United States, the Office of Chinese Language Council International (Hanban) and University of Nebraska - Lincoln hereby agree as follows:

Article 1 Purpose
The purpose of this agreement is to identify the rights and responsibilities of Hanban and The University of Nebraska – Lincoln Confucius Institute in the establishment of the Confucius Institute at University of Nebraska - Lincoln.

Article 2 Character
The Confucius Institute at University of Nebraska - Lincoln shall be a non-profit institute with the purpose of enhancing intercultural understanding in the United States by sponsoring courses of Chinese language and culture.

Article 3 Executive Institution
Whereas, University of Nebraska - Lincoln and Xi’an Jiaotong University agree to work together and with the authorization and appointment of Hanban, Xi’an
Jiaotong University will construct the Confucius Institute with University of Nebraska - Lincoln as the executive institution. The two parties of cooperation can sign the supplementary agreement on the matters not settled by this Agreement. The supplementary agreement should be audited by Hanban before signing.

**Article 4 Scope of Activities**

The Confucius Institute at University of Nebraska - Lincoln can serve the following Chinese teaching courses and programs according to the local instance:

1. Teach Chinese using a variety of methods including multimedia and the internet;
2. Train teachers of Chinese in K-12 and higher education;
3. Administer the Chinese Proficiency Test to certify ability to teach Chinese as a foreign language;
4. Teach Chinese courses and workshops, both credit and non-credit, to promote areas of competency for various groups (students, corporate interests, community groups);
5. Sponsor academic activities and Chinese competitions;
6. Sponsor Chinese cultural events;
7. Provide advising for individuals wishing to study, do business, or travel in China;
8. Make available reference materials for the educational and other professionals;
9. Partner with public and private entities to serve communities, businesses, and schools.
Article 5 Organization
The Confucius Institute shall have a Board of Advisors and the two parties nominate members of the Board of Advisors. The Board of Advisors shall have the responsibility for the operation of the Confucius Institute.

Article 6 Obligations
The obligations of Hanban:
1. To authorize the use of the title “Confucius Institute”, and provide logos and institute emblems.
2. To provide multimedia courseware and other teaching materials, supplementary materials, and audio-visual materials authorized by the Head office of Hanban; and to authorize the use of online courses.
3. To provide 50,000-100,000 US Dollars as a start-up fund, payable to the special account opened by University of Nebraska - Lincoln in the local Bank.
4. To provide 3,000 volumes of books, audio-visual, and multimedia materials.
5. To send one or two Chinese instructors and pay for their air fares and salaries.

The obligations of University of Nebraska – Lincoln:
1. To provide an appropriate site for the Confucius Institute to carry out its activities; to provide the necessary conditions and facilities management to establish the Confucius Institute and take charge setting, management and maintenance and open the special account for the Confucius Institute in the local Bank.
2. To provide necessary administrative personnel (full time or part-time) and provide the related payment.
3. To provide necessary working conditions for the Chinese instructors.
4. Assist the Chinese party at the Institute with all immigration procedures.
5. Agree to discuss with Hanban any further requirements of the Confucius Institute.

**Article 7 Financial Support**

The Confucius Institute will be jointly funded by University of Nebraska - Lincoln and Hanban, and it should finally assume sole responsibility for its profits or losses by charging language course fees and other programs.

**Article 8 Intellectual Property**

Hanban exclusively owns the title of “The Confucius Institute”, its related logo, and plaque (or badge) as its exclusive intellectual property. The University of Nebraska – Lincoln cannot continue applying or transfer the title, logo, and plaque (or badge) in any form, either directly or indirectly, after this agreement has been terminated. The provider owns intellectual property of the certain program. The two parties can consult the owner of the co-operated programs. In the events of any dispute, the two parties should consult with each other friendly or submit to the jurisdictional organ according to the related laws and regulations.

**Article 9 Revision**

With the consent of both parties, this Agreement may from time to time be revised through a process of negotiation and discussion in a spirit of cooperation and good will and any revisions will be made in writing, in both English and Chinese, and signed by authorized representatives of the parties.

**Article 10 Term**

The Agreement shall be effective on the date when the two parties sign below.
The Agreement shall have a period of validity of 5 years. If, during the 90 days before the end of the Agreement, neither party notifies the other in writing that it wishes to terminate the Agreement, then it will automatically be extended for another 5 years.

Article 11 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 so the program may be delayed or terminated in order to mitigate the loss of the other party.

Article 12 Termination
This Agreement shall be terminated in one of 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 can not go through or can not achieve the anticipated aim because of comedown of the condition.
4. If the act of University of Nebraska – Lincoln severely harms the image and reputation of the Confucius Institute, Hanban will terminate the Agreement immediately and reserve the right of claiming.
5. The Agreement can not go through because of force majeure.
The termination of the Agreement can not affect some other agreement, contract and program between the two parties.
Before the Agreement is terminated, University of Nebraska - Lincoln should make appropriate arrangements on the enrolled students and other works.

**Article 13 Dispute Settlement**
In the events of any dispute, the two parties should consult with each other friendly or submit to the jurisdictional organ at the place this Agreement signed.

**Article 14 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 effect.

**Article 15 Other Terms**
Other matters not settled by this Agreement shall be solved through friendly, cooperative negotiations between the two parties.

![Signature]

Harvey S. Perlman  
Chancellor  
University of Nebraska - Lincoln

![Signature]

Xu Lin  
Director General  
The Office of Chinese Language  
Council International

Date: 3/29/07  
Date: 3/29/07