



## 孔子学院总部与乌克兰国立柴可夫斯基音乐学院 关于合作建设乌克兰国立柴可夫斯基音乐学院孔子课 堂的协议

为进一步加强中国与乌克兰在教育领域的合作，支持并促进乌克兰汉语教学的发展，增进两国人民的相互理解和友谊，孔子学院总部（以下简称总部）与乌克兰国立柴可夫斯基音乐学院就合作建设乌克兰国立柴可夫斯基音乐学院孔子课堂达成如下协议：

### 第一条 宗旨

本协议的宗旨在于规定在合作成立和运作乌克兰国立柴可夫斯基音乐学院孔子课堂过程中总部和乌克兰国立柴可夫斯基音乐学院的权利和义务。

### 第二条 孔子课堂的性质

乌克兰国立柴可夫斯基音乐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乌两国人民的相互了解和友谊。

### 第三条 执行机构

经总部授权和委托，中央音乐学院将作为具体执行机构与乌克兰国立柴可夫斯基音乐学院合作建设孔子课堂，合作双方可就该协议未尽事宜另行签订补充协议。补充协议签署前，须报总部审核。

课堂须在本协议签署后的一年内启动运营。

### 第四条 业务范围

根据当地实际情况，乌克兰国立柴可夫斯基音乐学院孔子课堂可开展以下项目：

- 1.开展汉语教学、文化活动和其他与汉语及中国文化有关的竞赛；
- 2.培训当地汉语教师；
- 3.组织当地师生来华夏（冬）令营；
- 4.编写汉语和中国文化教材；
- 5.其他与汉语教学及中国文化相关的活动。

### 第五条 组织和管理

双方执行机构将推荐人选组成理事会对孔子课堂进行管理。

课堂开展活动须符合《孔子学院章程》。参与孔子课堂活动的中国公民应遵守乌克兰和所在学校的法律和政策。参与孔子课堂在中国举办活动的乌克兰公民应遵守中国法律和政策。

### 第六条 双方义务

### 总部义务:

- 1.授权使用孔子课堂名称,提供孔子课堂标识;
- 2.提供必要的启动经费,用于装修孔子课堂教学办公场地,购买中华文化体验设备和物品、中国语言文化图书与教材以及举行揭牌仪式等;
- 3.提供图书、音像及多媒体教学资料、课件,授权使用网上课程;
- 4.根据需要提供一定数量的汉语教师、志愿者,并承担其国际旅费、工资等;
- 5.为孔子课堂的优秀学生提供奖学金,支持其参加访华夏令营或来华研修。

### 乌克兰国立柴可夫斯基音乐学院义务:

- 1.提供适合的办公场所,配备必备的办公设备并负责安装、管理和维护;
- 2.为孔子课堂配备必要的行政人员(可由相关人员兼职),提供相关费用,并为孔子课堂开设专门帐户;
- 3.为中方派遣人员提供必要的生活和工作条件;
- 4.协助办理中方人员进入该国境内从事教学活动所需的手续;
- 5.同意就孔子课堂的其他需求与总部进行协商。

## 第七条 经费

乌克兰国立柴可夫斯基音乐学院孔子课堂的运营经费由双

方共同筹措。

### 第八条 知识产权

“孔子课堂”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，乌克兰国立柴可夫斯基音乐学院不得以任何形式继续直接或间接使用和转让。

乌克兰国立柴可夫斯基音乐学院孔子课堂开展的有知识产权的具体项目，其知识产权由提供方拥有，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，应进行友好协商。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。

### 第九条 协议的修改

经双方同意，本着合作和友好的精神，本协议可以在谈判和商讨过程中进行修改，所有的修改均以中英文两种语言书面做出，应经双方授权代表签字。

### 第十条 协议的有效期

本协议经双方签字生效。本协议有效期为五年，如在本协议有效期截止前九十天内，双方均未书面通知对方不延长本协议的有效期，则本协议有效期自动延长五年。

### 第十一条 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：

国家突发事件、战争、政府禁令或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。如发生此类事件，协议当事方须通知另一方，将项目延期或取消，将协议另一方的损失降至最低。

## 第十二条 协议终止

有下列情况之一的，本协议终止：

- 1.协议一方在至少提前六个月书面通知对方后，可以终止本协议；
- 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课堂声誉与形象的行为的，一经发现，另一方可立即解除本协议并追究对方的违约责任；
- 5.因不可抗力致使该协议无法履行的。

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，乌克兰国立柴可夫斯基音乐学院应妥善安排孔子课堂学生及相关工作。

## 第十三条 争议的解决

双方在协议履行过程中若发生纠纷及争议，应本着友好的态度协商解决。协商未果的，向协议签订地法院提起诉讼。

## 第十四条 协议语言

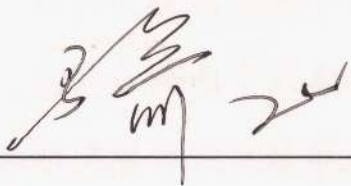
本协议一式两份，分别以中、英文书就。双方各持中、英文本各一份，两种文本有同等效力。

第十五条 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  
副总干事

乌克兰国立柴可夫斯基  
音乐学院校长



马箭飞

日期: June 10, 2019



马克西姆·李莫申科

日期: 10.06.2019



**AGREEMENT BETWEEN**  
**THE CONFUCIUS INSTITUTE HEADQUARTERS**  
**AND**  
**UKRAINIAN NATIONAL TCHAIKOVSKY ACADEMY OF**  
**MUSIC**  
**FOR THE ESTABLISHMENT OF**  
**THE CONFUCIUS CLASSROOM AT**  
**UKRAINIAN NATIONAL TCHAIKOVSKY ACADEMY OF**  
**MUSIC**

In order to strengthen educational cooperation between China and Ukraine, support and promote the development of Chinese language education, and increase mutual understanding and friendship between the people of both countries, the Confucius Institute Headquarters (“the Headquarters”) and Ukrainian National Tchaikovsky Academy of Music hereby agree as follows:

**Article 1 Purpose**

The purpose of this agreement is to identify the rights and responsibilities of the Headquarters and Ukrainian National Tchaikovsky Academy of Music in the establishment of the Confucius Classroom at Ukrainian National Tchaikovsky Academy of Music.

CONFUCIUS INSTITUTE

## Article 2 Character

The Confucius Classroom at Ukrainian National Tchaikovsky Academy of Music shall be a non-profit institution with the purpose of enhancing understanding and friendship between the people of China and Ukraine by sponsoring courses of Chinese language and culture.

## Article 3 Executive Institution

The Headquarters will authorize and appoint Central Conservatory of Music to construct the Confucius Classroom with the Ukrainian National Tchaikovsky Academy of Music as the Chinese executive institution. The two parties of cooperation can sign the supplementary agreement on matters not settled by this Agreement. The supplementary agreement should be audited by the Headquarters before signing.

The Classroom must be launched in one year after this agreement signed.

## Article 4 Scope of Activities

The Confucius Classroom at Ukrainian National Tchaikovsky Academy of Music can serve the following Chinese teaching courses and programs according to the local instance:

1. Teach Chinese and Sponsor cultural activities and ;
2. Train local Chinese language teachers;
3. Organize summer and winter camp to China for local teachers and students;
4. Compile teaching materials;
5. Take other Chinese language and culture activities.



## Article 5 Organization

The Confucius Classroom 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 Classroom.

The Classroom activities must be in accordance with Constitution and By-laws of the Confucius Institutes. Chinese citizens involved in activities of the Confucius Classroom shall be subject to the laws and policies of Ukrainian National Tchaikovsky Academy of Music and Ukraine. Ukraine citizens involved in activities of the Confucius Classroom in China shall be subject to the laws and policies of China.

## Article 6 Obligations

The obligations of the Headquarters:

1. To authorize the use of the title “Confucius Classroom”, and provide logos and Classroom emblems.
2. To provide necessary start-up fund that primarily used for refurbishing offices and teaching venues of the Confucius Classroom, purchasing articles and equipments for Chinese culture experience, Chinese language and culture reading materials and textbooks, as well as holding an inauguration ceremony, etc.
3. To provide books, audio-visual, multimedia materials and coursewares, and to authorize the use of online courses.
4. To send Chinese instructors or volunteers according to needs and pay for their air fares and salaries.

5. To provide scholarships to outstanding students of the Confucius Classroom, support them in taking part in the summer camps or study in China.

The obligations of Ukrainian National Tchaikovsky Academy of Music:

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

#### Article 7 Financial Support

The Confucius Classroom will be jointly funded by Ukrainian National Tchaikovsky Academy of Music and the Headquarters.

#### Article 8 Intellectual Property

The Headquarters exclusively owns the title of "The Confucius Classroom", its related logo, and plaque (or badge) as its exclusive intellectual property. Ukrainian National Tchaikovsky Academy of Music

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 one party of the Agreement severely harms the image and reputation of the Confucius Classroom, the other party 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, Ukrainian National Tchaikovsky Academy of Music 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.

Confucius Institute

Headquarters

Deputy Chief Executive

Ukrainian National Tchaikovsky

Academy of Music

Rector



Ma Jianfei

Date: June 10, 2019



Maksym Tymoshenko

Date: 10.06.2019.