



**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.

## 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



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Ma Jianfei

Date: June 10, 2019



Maksym Tymoshenko

Date: 10.06.2019.

Confucius Institute