



HØGSKOLEN  
I BERGEN  
BERGEN UNIVERSITY COLLEGE

**AGREEMENT BETWEEN  
CONFUCIUS INSTITUTE HEADQUARTERS OF CHINA  
AND  
THE UNIVERSITY OF BERGEN, BERGEN UNIVERSITY  
COLLEGE ON THE PROLONGATION OF THE  
CONFUCIUS INSTITUTE IN BERGEN**

In order to strengthen educational cooperation between China and Norway, support and promote the development of Chinese language education, and increase mutual understanding among people in China and in Norway, according to the *Constitution and By-laws of Confucius Institutes*, the Confucius Institute Headquarters of China (“the Headquarters”) and The University of Bergen and Bergen University College ( “UiB/HiB”), for the prolongation of Confucius Institute in Bergen(CIB), hereby agree as follows:

**Article 1 Purpose**

The purpose of this agreement is to identify the rights and responsibilities of the Headquarters and UiB/HiB in the continued development and management of the CIB.

**Article 2 Character**

The CIB shall be a non-profit educational institution.

**Article 3 Executive Institution**

UiB/HiB are desirous of continuing the collaboration with Beijing Sport

University. The Headquarters will authorize and appoint Beijing Sport University to continue the CIB with the UiB/HiB as the Chinese executive institution. The three parties of cooperation will sign the supplementary agreement on detailed matters of the cooperation. The supplementary agreement should be audited by the Headquarters before signing.

#### Article 4 Scope of Activities

The CIB can serve the following activities according to the Constitution and By-laws, and local instance:

1. Teaching Chinese language and providing Chinese language teaching resources;
2. Training 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. Stimulate educational exchange and research relevant to Chinese language and culture education;
7. Disseminate wushu in Norway and other Nordic countries;
8. Other activities with authorization and by appointment of the Headquarters.

#### Article 5 Organization

1. The CIB will continue to adopt a Director Responsibility System under the leadership of the Board of Directors.
2. The Board of Directors is formed with members nominated from the three parties, and its duties include: formulating and amending the CIB; formulating development plans for the CIB; decision-making on the significant issues including teaching, research and management; fund

raising; appointing and dismissing the director of the CIB; examining and approving the budget proposal and final financial accounts of the CIB; reporting to the three parties on the management status and significant issues.

3. The three collaborating parties will appoint one director from the Chinese side and one director from the Norwegian side respectively.

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

5. The CIB activities must be in accordance with the Constitution and By-laws, and also respect cultural custom, shall not contravene concerning the laws and regulations, both in Norway and China.

6. The CIB draws up annual budget proposals and final financial accounts independently. HIB will be in charge of its daily operation and management. The CIB as a Foundation should assume the sole responsibility for its profits or losses by charging language course fees and other programs.

7. The CIB as a Foundation will maintain two accounts in a Norwegian bank for the CIB as approved by the Headquarters and The Foundation Authority of Norway.

## Article 6 Obligations

1. The obligations of the Headquarters:

(1) To authorize the use of the title “Confucius Institute”, logos and institute emblems.

(2) To provide teaching materials, course wares and other books according to the necessary, to authorize the use of online courses.

(3) To annually approve an amount of project funds as proposed by the board of CIB.

(4) To send numbers of Chinese instructors based on the requirements of teaching, and pay for their air fares and salaries.



## 2. The obligations of UiB/HiB

- (1) To provide a fixed office space and sites for the activities of the CIB equipped with proper amenities and take the responsibility for the setting, management and maintenance of these.
- (2) To provide necessary administrative personnel (full time or part-time) and services for the management of the CIB and provide the related payment.
- (3) Provide necessary working facilities and assist the life conveniences for the Chinese instructors.
- (4) To assist the Chinese party on the visa application and residence procedures.
- (5) To provide sufficient annual operation funds for the CIB as approved by the board.

## Article 7 Intellectual Property

The Headquarters exclusively owns the title of “The Confucius Institute”, its related logo, and emblem as its exclusive intellectual property. UiB/HiB cannot continue applying or transfer the title, logo, and emblem in any form, either directly or indirectly, after this agreement has been terminated. The provider owns intellectual property of the certain program. The three parties can consult the owner of the co-operated programs. In the events of any dispute, the three parties should consult with each other friendly or submit to the jurisdictional organ according to the related laws and regulations.

## Article 8 Revision

With the consent of the 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 three parties sign below. The Agreement shall have a period of 5-year validity. Either party, if it wishes to terminate the Agreement must notify the other in writing during the 90 days before the end of 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 three 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 three parties.

Before the Agreement is terminated, UiB/HiB should make appropriate arrangements on the enrolled students and other works.

#### Article 12 Dispute Settlement

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

#### Article 13 Other Terms

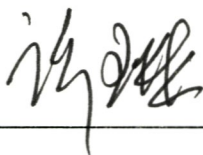
The parties to this Agreement will treat this Agreement with mutual trust, respect and loyalty, according to the parties' mutual interests. Other matters not settled by this Agreement shall be solved through friendly, cooperative negotiations between the two parties.

The undersigned hereby are duly authorized by each institution to execute this Agreement.

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.

Confucius Institute Headquarters (HANBAN)

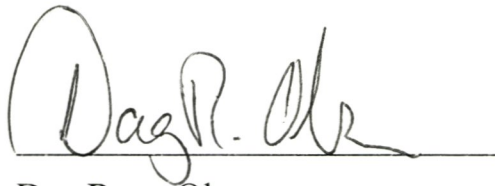
Chief Executive



XU Lin

Date: 2014.9.2

University of Bergen  
President



Dag Rune Olsen

Date: 26.08.14

Bergen University College  
President



Ole Gunnar Søgne

Date: 08.08.2014