



مؤسسه کنفسیوس

معرفی

این مؤسسه، در سال ۲۰۰۴، با هدف ترویج زبان، فرهنگ و ادب کشور چین پایه‌گذاری شد. در حال حاضر، این مؤسسه دارای شعب بسیاری در سراسر جهان است. در حدود ۳۱۶ مؤسسه، ۳۳۷ کلاس در ۹۴ کشور جهان تحت این عنوان فعالیت می‌کنند. اولین شعبه این مؤسسه در ایران با همکاری دانشگاه یون‌نان کشور چین در دانشکده زبان و ادبیات خارجی دانشگاه تهران، در تاریخ ۲۳ دی ماه سال ۱۳۸۷ گشایش یافت.

مؤسسه کنفسیوس، در راستای ارتقا و ترویج زبان و فرهنگ چینی در جهان، اقدام به امضای قرارداد با دانشگاه‌ها و مراکز فرهنگی کشورهای موسوم به جهان سوم، از جمله کشور ایران کرده است. یادداشت تفاهم تأسیس شعبه مؤسسه مذکور در تاریخ ۸۶/۸/۱ به امضا رسید.

مفاد تفاهم‌نامه

مفاد این تفاهم‌نامه به صورت کلی، شامل موارد زیر است:

- تأسیس کرسی زبان و ادبیات چینی در دانشکده زبان و ادبیات خارجی
- تأسیس گروه آموزشی مطالعات چینی در دانشکده مطالعات جهان
- اعطای بورس‌های کوتاه‌مدت و بلندمدت به دانشجویان
- حمایت مالی از طرح‌ها و برنامه‌های فرهنگی در راستای ارتقای فرهنگ چینی.

« متن تفاهم‌نامه دانشگاه تهران و مؤسسه کنفوسیوس »

**MOU BETWEEN
THE CONFUCIUS INSTITUTE HEADQUARTERS
AND
UNIVERSITY OF TEHRAN
FOR THE ESTABLISHMENT OF
THE CONFUCIUS INSTITUTE AT UNIVERSITY OF TEHRAN**

In order to strengthen educational cooperation between the People's Republic of China and the Islamic Republic of Iran, support and promote the development of Chinese language education, and increase mutual understanding between the peoples of China and Iran, the Confucius Institute Headquarters ("the Headquarters") and University of Tehran hereby agree as follows:

Article 1 Purpose

The purpose of this MOU is to identify the rights and responsibilities of the Headquarters and University of Tehran in the establishment of the Confucius Institute at University of Tehran.

Article 2 Character

The Confucius Institute at University of Tehran shall be a non-profit institute with the purpose of enhancing intercultural understanding in Iran by sponsoring courses of Chinese language and culture.

Article 3 Executive Institution

Whereas, University of Tehran and Yunnan University agree to work together and with the authorization and appointment of the Headquarters, Yunnan University will construct the Confucius Institute with University of Tehran as the executive institution. The two parties of cooperation can sign the supplementary MOU on the matters not settled by this MOU. The supplementary MOU should be audited by the Headquarters before signing.

Article 4 Scope of Activities

The Confucius Institute at University of Tehran 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 to teach Chinese in primary schools, high schools and colleges;
3. Administer the Chinese Proficiency Test and tests to certify ability to teach Chinese as a foreign language;
4. Teach Chinese courses of various types for all circles of person;
5. Sponsor academic activities and Chinese competitions;
6. Show Chinese movies and TV programs;
7. Provide consulting services for students wishing to study in China;
8. Provide reference materials for the academic and professional education.

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.

All activities, appointments, materials, programs and whatever related to this MOU shall have the authorization of University of Tehran and abide by related regulations of Confucius Institute Headquarters.

Article 6 Obligations

The obligations of the Headquarters:

1. To authorize the use of the title “Confucius Institute”, and provide logos and institute emblems.
2. To provide multimedia coursewares and other teaching materials, supplementary materials, and audio-visual materials authorized by the Headquarters; and to authorize the use of online courses.
3. To provide 100,000 US Dollars as a start-up fund, payable to the special account opened by University of Tehran in the Central Bank of Iran.
4. To provide 3,000 volumes of books, audio-visual, and multimedia materials.
5. To send Chinese instructors based on the request from the University of Tehran and at least one of the instructors should be academic staff and Ph. D. holder, and to pay for their air fares and salaries.

The obligations of University of Tehran

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 Central Bank of Iran.

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 the Headquarters any further requirements of the Confucius Institute.

Article 7 Financial Support

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

Article 8 Intellectual Property

The Headquarters exclusively owns the title of “The Confucius Institute”, its related logo, and plaque (or badge) as its exclusive intellectual property. University of Tehran cannot continue applying or transfer the title, logo, and plaque (or badge) in any form, either directly or indirectly, after this MOU 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

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

Article 12 Termination

This MOU shall be terminated in one of the following cases:

1. Either party may terminate this MOU 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 MOU 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 MOU severely harms the image and reputation of the Confucius Institute, the other party will terminate the MOU immediately.
5. The MOU can not go through because of force majeure.

The termination of the MOU can not affect some other MOU, contract and program between the two parties.

Before the MOU is terminated, University of Tehran 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 of Islamic Republic of Iran.



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 MOU 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 Chinese and English, and signed by authorized representatives of the parties.

Article 10 Term

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

Article 11 Force Majeure

Parties hereto will be released from their obligations under this MOU 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 MOU impossible. In the event of such circumstance, the party under the situation shall inform the other party so

Article 14 MOU Language

This MOU is written in Chinese and in English, the Chinese and English versions are consistent in content. Each party shall keep one copy in Chinese and one copy in English of the signed MOU. The legal document is the English version.

Article 15 Other Terms

Other matters not settled by this MOU shall be solved through friendly, cooperative negotiations between the two parties.

The Confucius Institute
Headquarters



Zhao Guocheng
Deputy Chief Executive
October 23, 2007

University of Tehran



Ali Moosavi-Movahedi
Vice-President
October 23, 2007