



**中国孔子学院总部与加州大学戴维斯分校
于 2012 年 9 月 21 日签署并执行的
关于合作设立加州大学戴维斯分校孔子学院协议的补充协议**

除双方签署并最终于 2012 年 9 月 21 日执行的协议之外，双方特此通过本补充协议中下列条款达成一致，以下条款将被纳入并构成协议文本主要组成部分。对协议的引用应包括本补充协议。根据协议第 8 条，除非以中英文书面形式做出修改并经双方授权代表签署，否则不得修改协议条款。

第五条 组织、经营和管理 第四点修改为：

4. 总部可以向孔子学院及其理事会提出办学质量评估。孔子学院及其理事会将在孔子学院的运营和管理中考虑总部提出的教学质量评估。孔子学院理事会拥有对孔子学院办学质量评估的最终决定权，并将根据其对于孔子学院的职责开展工作。

第十四条 其他事项修改为：

在本协议下的活动过程中，双方可能有必要互相披露机密信息。除非本协议另有明确许可，否则一方向本协议另一方披露的任何对公众不公开的竞争敏感信息、信件、财务报表、记录、数据或信息，以及其他为了本协议的目的，任何一方向另一方传送或传送的标记为机密或专有的文件（“机密信息”）应接收并保密处理。且未经

披露方事先书面同意，接收方不得使用或透露。这些关于信息使用或披露的限制不包括以下信息：（a）披露时已公开的信息；（b）接收方从与披露方无保密协定的第三方合法收到的信息；（c）接受方可以证明的，在接受披露方信息之前已掌握或知晓的信息，或者（d）接收方依法披露的信息。除非在随后的有约束力的协议中另有要求，否则每个接收方应在本协议期满或终止时向披露方返回披露方提供的列为机密信息的所有文件。

本协议未尽事宜由双方通过友好协商加以解决。

有效期限：

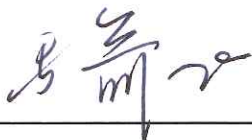
本补充协议自协议上次签署之日，即 2012 年 9 月 21 日起生效，并在协议到期或终止前始终有效。上述第 14 条在协议期满或终止后仍有效。

本补充协议与协议不一致时：

如果协议条款与本补充协议有任何不一致之处，以本补充协议为准。

孔子学院总部
副总干事

加州大学戴维斯分校代表
副教务长、助理校长



马箭飞

日期：2018.9.29


Joanna Regulska
日期：June 14, 2018



ADDENDUM TO THE AGREEMENT BETWEEN:

CONFUCIUS INSTITUTE HEADQUARTERS OF CHINA ("the Headquarters")

AND

UNIVERSITY OF CALIFORNIA, DAVIS ("UC Davis")

SIGNED BY BOTH PARTIES AND FINALLY EXECUTED ON

SEPTEMBER 21, 2012

ON THE ESTABLISHMENT OF CONFUCIUS INSTITUTE AT

THE UNIVERSITY OF CALIFORNIA, DAVIS ("Agreement")

Further to the Agreement signed by both parties and finally executed on September 21, 2012, the parties hereby agree by means of the mutual promises contained in this Addendum on the clauses below which will be incorporated into, and shall form an integral part of the main text of the Agreement. References to the Agreement shall include this Addendum. Under Article 8 of the Agreement, no amendment of the terms of the Agreement will be effective unless made in writing, both English and Chinese, and signed by authorized representatives of the parties.

Article 5 Operations, Paragraph 4, is revised and agreed to as follows:

4. The Headquarters may provide an assessment of the teaching quality to the Institute and its Board of Directors. The Institute and Board of Directors will consider the Headquarters teaching quality assessment in the operations and management of the Institute. The Board of Directors shall make the final determination on teaching quality and act in accordance with its roles and responsibilities to the Institute.

Article 14 Other Terms, is revised and agreed to as follows:

1. In the course of the activities under this Agreement it may be necessary for the parties to disclose Confidential Information to each other. Unless otherwise expressly permitted in this agreement, any and all information, correspondence, financial statements, records, data, or information that is competitively sensitive and not generally known to the public, disclosed by one party to the other party of this Agreement, and other documents transmitted or

communicated by either party to the other party that is either marked as confidential or proprietary for the purposes of this agreement ("Confidential Information") shall be received and treated in confidence, and shall not be used by the receiving party or disclosed by the receiving party without the prior written consent of the disclosing party, which consent shall not be unreasonably withheld or delayed. These restrictions on use or disclosure of information do not extend to any item of information which (a) is publically known at the time of the disclosure, (b) is lawfully received by the receiving party from a third party which does not have a confidential relationship to the disclosing party, (c) the receiving party can demonstrate was in its possession or known by it before its receipt from the disclosing party, or (d) the receiving party is required by law to disclose. Unless otherwise required under a subsequent binding agreement, each receiving party shall, at the expiry or termination of this agreement, return to the disclosing party any and all documents provided by the disclosing party setting out as Confidential Information.

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

EFFECTIVE TERM

This Addendum shall be effective with effect from the date of the last signature of the Agreement, September 21, 2012, and shall remain in force until the Agreement expires or is terminated. Article 14, above, shall survive the expiry or termination of the Agreement.

INCONSISTENCY

In the event of any inconsistency between the terms of the Agreement and this Addendum, this Addendum shall prevail.

Signed for on behalf of:

**CONFUCIUS INSTITUTE
HEADQUARTERS (HANBAN)**

By: 
MA Jianfei
Deputy Chief Executive

Date: 2018.9.29

Signed for on behalf of:

**THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA, ON BEHALF OF ITS DAVIS CAMPUS**

By: 
Dr. Joanna Regulska
Vice Provost and Associate Chancellor,
Global Affairs

Date: June 14, 2018