



CENTER FOR LANGUAGE  
EDUCATION AND COOPERATION  
中外语言交流合作中心

**Center for Language Education and Cooperation of the Ministry of Education of  
China**

**and**

**Universidade Federal de Santa Maria**

**Cooperation Agreement on the Construction of a Chinese Smart Classroom**

**Party A: Center for Language Education and Cooperation of the Ministry of  
Education of China**

Legal Representative: Ma Jianfei

**Party B: Universidade Federal de Santa Maria**

Legal Representative: Luciano Schuch

Whereas:

1. Party A is a professional public welfare educational institution engaged in the development of international Chinese education, and dedicated to providing quality services for people of all countries worldwide to learn Chinese and understand China, and building a broad platform for Chinese-foreign language exchanges and cooperation and mutual learning among global diversified cultures.

2. Party B is a Federal University that carries out high-level education, research, extension, and innovation in Brazil.

In order to meet the development needs of international Chinese education in the new era, use educational information technologies to empower international Chinese teaching and create a new teaching model in the Internet era, and enhance Chinese-foreign language exchanges and cooperation, the Parties herein have reached the following agreement on the construction of the Chinese Smart Classroom Project



based on equality, free will and consensus:

### I. Purpose

The purpose of this Agreement is to set down the rights and obligations of both Parties in the course of their cooperation on the construction of the Chinese Smart Classroom Project.

### II. Nature of the Chinese Smart Classroom

The Chinese Smart Classroom is a new international Chinese teaching brand provided by CLEC to serve global Chinese teaching and learning, which makes use of various technologies in international Chinese education including the Internet, big data, cloud computing, Internet of Things, artificial intelligence and virtual reality to better cultivate learning interests, expand the learner group and improve teaching quality. CLEC will tap resources from all sectors to provide teachers, teaching resources, equipment, software support and operation services, and works with educational and cultural institutions at home and abroad to establish Chinese Smart Classrooms so as to carry out educational and cultural activities related to learning Chinese, understanding China and experiencing Chinese culture.

### III. Business Scope

According to the needs of overseas cooperating institutions, a Chinese Smart Classroom may carry out relevant business that includes but is not limited to the following:

1. Offering online and offline courses related to learning Chinese, understanding China and experiencing Chinese culture;
2. Researching and developing the teaching and curriculum resources of the Chinese Smart Classroom;
3. Training local teachers;

4. Recommending qualified students for international Chinese teacher scholarships and organizing them to visit China for summer and winter camps;
5. Organizing relevant examinations including HSK and YCT;
6. Carrying out relevant educational and cultural activities according to local needs.

#### IV. Rights and Obligations

##### (I) Rights and Obligations of Party A

1. Responsible for the overall planning and brand management of the Chinese Smart Classroom Project, authorizing Party B to use the name of the Chinese Smart Classroom and providing the Chinese Smart Classroom logo.

2. Providing a certain level of funding support for the Chinese Smart Classroom which will be used in conducting online and offline Chinese teaching services and other relevant business, as well as providing smart classroom environment (including related equipment and software), teaching resources, etc., while the relevant funding shall be determined through separate negotiations based on the specific circumstances of the Project.

3. Reaching agreements with Party B on the number of online teachers (including teaching assistants and volunteers, the same below) and/or sending teachers (including teaching assistants and volunteers, the same below) for the Chinese Smart Classroom, and providing subsidies for stipends, international travel expenses, etc.

4. Providing the relevant teaching and curriculum resources and scholarships for international Chinese language education, and supporting students to visit China for summer and winter camps, through a consensus.

5. Carrying out training for the teachers and administrators of the Chinese Smart Classroom.

6. Providing support for the operation and service of the Chinese Smart

Classroom, and using "ChinesePlus", a digital cloud service platform for international Chinese education, as the teaching service platform.

(II) Rights and Obligations of Party B

1. Using the "Chinese Smart Classroom" brand and logo during the validity period of this Agreement.

2. Providing the necessary space and human resources support for the Chinese Smart Classroom, designating the person (people) in charge of the Chinese Smart Classroom Project and investing a certain level of funding in the Chinese Smart Classroom which will be used in conducting online and offline Chinese teaching services and other relevant business, as well as purchasing the relevant equipment, software, teaching resources, etc., while the specific funding shall be determined through separate negotiations based on the specific circumstances of the Project.

3. Taking charge of the customs clearance and local transportation of the equipment and teaching resources of the Chinese Smart Classroom as required, incorporating the equipment into asset management, investing the necessary resources to ensure its normal use, taking the necessary measures to prevent theft and human damage, and covering it with the necessary insurance, in accordance with equipment management regulations and local laws and regulations.

4. Taking charge of the daily operation of the Chinese Smart Classroom, conducting online and offline courses and activities related to learning Chinese, understanding China and experiencing Chinese culture, organizing relevant examinations including HSK and YCT, and training local teachers.

5. Assisting teachers sent by Party A to apply for visas and work permits in a timely manner, assisting them in finding accommodation, providing necessary office conditions and actively protecting the rights and property of the personnel sent by Party A.

6. Organizing the studies and experiences of the Chinese Smart Classroom students locally or by visiting China.

7. Cooperating on the operation evaluation and use of funds of the Chinese Smart Classroom.

8. The rights or obligations under this Agreement shall not be subcontracted to a third party in whole or in part.

#### V. Intellectual Property Rights

The intellectual property rights of the Chinese Smart Classroom and the relevant signs and insignias shall remain with Party A exclusively. After the termination of this Agreement, Party B shall not continue to use or transfer them directly or indirectly in any form.

The intellectual property rights of specific projects carried out by the Chinese Smart Classroom are owned by the provider. The intellectual property rights of a jointly developed project shall be decided upon by both Parties through negotiation. Where the two Parties have a dispute(s) over such intellectual property rights, they shall resolve the dispute(s) through friendly negotiations. If negotiations fail, the dispute(s) shall be submitted to the institution with jurisdiction according to the relevant legal provisions.

#### VI. Validity Period of this Agreement

This Agreement comes into force upon being signed by both Parties. This Agreement is valid for a period of five years. If, during the 90 days before the end of this Agreement, neither Party notifies the other in writing that it wishes to terminate this Agreement, then it will be extended by both parties in writing for five years.

#### VII. Force Majeure

The contracting Parties shall be exempt from performing their obligations under this Agreement in case of the following force majeure events: the occurrence of national emergencies, war, epidemic, government bans or other events beyond the

control of a contracting Party and by which it is prevented from performing its obligations. In case such an event occurs, the affected Party shall notify the other Party promptly in order to postpone or cancel the Project and minimize the losses inflicted upon both Parties.

#### VIII. Termination of this Agreement

This Agreement shall be terminated in any of the following situations:

1. The Project has not yet started one year after the signing of this Agreement.
2. Upon the expiration of this Agreement, the two Parties have no intention to continue their cooperation.
3. Party B has committed any act that seriously damages the reputation and image of the Chinese Smart Classroom, and Party A has the right to terminate the authorization of the Chinese Smart Classroom brand and hold Party B liable for breach of contract.
4. This Agreement cannot be performed because of force majeure.

Except for the above clauses, no request shall be put forward for the early termination of this Agreement by either Party. Otherwise, the breaching Party shall compensate the other Party for all losses, including but not limited to the total investment made by the other Party in the Chinese Smart Classroom Project and attorney's fees incurred due to the protection of the latter's rights and interests.

#### IX. Dispute Settlement

1. Any dispute between the Parties in connection with the interpretation and performance of this Agreement shall be settled through friendly negotiations. If negotiations fail, any Party may bring a lawsuit before the people's court in the place of jurisdiction where Party A is domiciled.

2. The formation, efficacy, interpretation, performance, dispute resolution, etc. of this Agreement and its annex(es) shall accord with the relevant provisions in the

effective laws and regulations of the People's Republic of China upon the signing of this Agreement.

#### X. Miscellaneous

Matters not covered in this Agreement shall be settled by the Parties through friendly negotiations.

This Agreement is made in duplicate in both Chinese and English, with both copies having the same legal effect.

Party A: Center for Language Education and Cooperation of the Ministry of Education of China

Signature of legal representative or authorized representative:

Date: 2023.10.22.



Party B: Universidade Federal de Santa Maria

Signature of legal representative or authorized representative:

Date: 20/10/2023

