

Chinese Testing International Co., Ltd.
Confucius Institute at Sapienza University of Rome
Agreement on Undertaking the Chinese Tests

For the purpose of undertaking and promoting the Chinese tests (including the Chinese Proficiency Test (HSK), the HSK Speaking Test (HSKK), the Business Chinese Test (BCT) and the Youth Chinese Test (YCT)), Chinese Testing International Co., Ltd. and Confucius Institute at Sapienza University of Rome have agreed as follows:

I. THE SPONSOR

1. Party A is the sponsor of the Chinese tests.

Name: Chinese Testing International Co., Ltd.

Address: 17F, B tower Desheng International Center Building,
83 Deshengmenwai Street, Xicheng District, Beijing, China

Post code: 100088

Tel: 0086-10- 59307615

Fax: 0086-10-59307600

E-mail: minjian@hanban.org

Contact: Min Jian

2. Party B is the undertaker of the Chinese tests.

Name: Confucius Institute at Sapienza University of Rome

Address: Palazzo Baleani, Corso Vittorio Emanuele II, N. 244, Roma

Tel: 0039-06-4464135

Fax: 0039-06-4464135

E-mail: zhangyuan1202@gmail.com; info@istitutoconfucio.it

Contact: Zhang Yuan, Monica Scarabottini

3. Parties A and B, in a spirit of friendly cooperation, pledge to fulfill all the terms and conditions hereof.

II. DUTIES AND RESPONSIBILITIES OF BOTH PARTIES

1. Duties and responsibilities of Party A

(1) Develop and provide test questions for the Chinese tests, and provide introduction materials on the tests.

(2) Provide Party B, on the basis of its actual needs and conditions, with test questions for the paper-based test or the electronic test based on the system



platform.

- (3) Compile and publish the syllabuses and official test papers of the Chinese tests.
- (4) Provide the standards for such Internet-based materials and information on the system platform as related to the registration form, inquiry of test results, background management, etc.
- (5) Send the test papers to Party B before the tests.
- (6) Within one month upon receiving all the examination materials from Party B, provide test takers with the online result inquiry service; and provide Party B with the score summary and report for all test takers.
- (7) In accordance with Party A's annual scholarship program and the Chinese tests' summer/winter camp plan, offer opportunities for winning the Confucius Institute scholarships and for participating in the Chinese tests' summer/winter camp to test sites which have shown excellent performance in meeting the requirement of Party A on the number of test takers.
- (8) Provide Party B with advisory services before and during the tests and, if necessary, support the Chinese tests-related promotional activities held by Party B.
- (9) Make annual assessment of Party B based on its work performance and summary.

2. Duties and responsibilities of Party B

- (1) Work out the implementation plan for each test and hold at least two rounds of each test annually. The number of paid test takers during the agreement period shall reach 1200 person-times.
- (2) Ensure the security of test papers and answer sheets throughout the entire test while maintaining the order in all testing rooms. In case of any loss or leakage of the test paper before the test, any serious cheat during the test or other problems, Party B must report the case to Party A promptly. Party A shall accordingly decide on whether to cancel the test or declare the test scores void.
- (3) In accordance with the test registration requirements, verify all the certificates and materials submitted by the test takers, and complete the work on the test registration and the collection of examination fees within the time specified by Party A.
- (4) In accordance with the test plan of Party A, work out the test timetable, whose determination and changes require the prior written consent of Party A. Any possible adjustments to the timetable shall be notified to Party A on a timely basis.
- (5) Send the result reports to test takers and effectively carry out the work on confidentiality of the test results.

- (6) Arrange the test site in accordance with the requirements of Party A, put related test equipment in place, and organize trained chief and other invigilators to hold the tests.
- (7) Based on the survey among the test takers and their feedback, provide feedback, comments and suggestions about the adjustment to the contents of the Chinese tests.
- (8) Save and update the database of test takers, and provide Party A with information on test takers at any time in need.
- (9) Publicity materials of Party B shall be consistent with those of Party A. In case of any changes to the materials, Party B shall provide Party A with their samples and cannot use them until Party A's consent has been obtained.
- (10) Hold promotional activities for the development of the Chinese tests to enlarge their local influence and the number of test takers.

3. Common duties and responsibilities of both parties

- (1) It's the fundamental principle for both Party A and Party B to serve the test takers.
- (2) Both parties shall complete their respective responsibilities in accordance with this agreement.

III. EXAMINATION TIME

Every September, Party A shall announce the time for each test in the next year on the following websites for Party B to select: www.hanban.org and www.chinesetest.cn. Party B shall, in accordance with local, actual needs, choose to undertake all or some of the tests, and each test shall be held no less than twice a year in principle. Party B shall submit to Party A its testing plan for the next year before December 5. Party A shall, before December 25, publish the timetable of Party B on www.hanban.org and www.chinesetest.cn. Once determined, the examination time, in principle, shall not be changed.

IV. FEES

1. The fees for the Chinese tests will be collected on a unified basis from test takers, and Party B shall not set new items to charge additional fees from test takers.
2. The examination fees shall be divided between Parties A and B at the ratio of 5:5. Within three months after the end of each test, Party B shall settle the examination fees with Party A. In the event that Party B fails to finish the settlement on time, Party A shall have the right to close the test registration channels of Party B. Upon the submittal of documents to prove the settlement by Party B after the fees have been settled, Party A will reopen the test registration channels of Party B. In case of a delay of six months without clear settlement of the fees by Party B, Party A shall have the right to terminate this agreement.

3. Since May 2015, the fees for the Chinese tests in Italy shall be collected according to the following schedule:

Levels	Fees (EUR) (Both the paper-based and Internet-based tests shall follow the same charging standard as follows)
HSK Level 1	20
HSK Level 2	20
HSK Level 3	30
HSK Level 4	30
HSK Level 5	50
HSK Level 6	50
HSKK (Basic)	20
HSKK (Intermediate)	30
HSKK (Advanced)	40

Levels	Fees ((EUR) (Both the paper-based and Internet-based tests shall follow the same charging standard as follows)
BCT(A)	45
BCT(B)	65

Levels	Fees ((EUR) (Both the paper-based and Internet-based tests shall follow the same charging standard as follows)
YCT Level 1	5
YCT Levels 2	10
YCT Levels 3	15
YCT Level 4	20
YCT Speaking (Beginner Level)	10
YCT Speaking (Intermediate Level)	10

4. If Party B has completed and exceeded the agreed targets, Party A will share the income from the excess revenue at a proportion as shown in the following table:

Percentage of excess amount above the agreed target	Revenue-sharing ratio between Party B and the Party A
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20-39	5.5 : 4.5
40-59	6 : 4
60-79	6.5 :3.5
≥80	7 : 3

5. Account Information of Party A

BENEFICIARY' S NAME: Chinese Testing International Co.,Ltd

BENEFICIARY' S BANK NAME: BANK OF CHINA

BANK ADDRESS: No.83.Xi Cheng Qu De Sheng Men Wai,

(De Sheng International Center) Beijing 100088, China

BENE' S A/C: 3259 6525 2358

SWIFT BIC: BKCHCNBJ110

6. Such expenses of the test supervisors dispatched from Party A as for international travels and accommodation shall be borne, in principle, by Party A, and Party B shall provide transport convenience in the city.

7. The expenses for advertising in China shall be borne by Party A, and the expenses for advertising in the local region of the test site shall be borne by Party B.

8. The expenses for setting the questions, preparing the papers, recording, producing the certificates and other related domestic work shall be borne by Party A. The expenses for site rental, payment for the chief and other invigilators and other local office expenses arising within the territory of Party B shall be borne by Party B. The expenses for mutual mailing of necessary prints shall be borne by the sending party.

9. Party B may order the test references (including the test syllabuses, test-related textbooks and other materials) from Party A. If Party B needs to translate or publish the above references, it shall obtain Party A's authorization and sign corresponding agreement(s).

10. Parties A and B shall complete their respective taxation issues in accordance with the laws of their host country, and in principle, their respective taxes in their own countries shall be borne by themselves.

V. INTELLECTUAL PROPERTY

1. All the property rights related to the Chinese tests shall be owned by Party A. Unless otherwise provided herein, this agreement shall not be considered as an indication showing that Party B has obtained any copyright, patent, license or other rights related to the tests from Party A.

2. Party B agrees that it shall obtain a prior written approval from Party A before its registration of any Internet domain name that contains the logo or name of related

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test(s), including the translation of the name (whether it appears alone or with other words).

3. Party B agrees that it will not attempt to register or use any trademark or trade name which, as believed by Party A, is similar to any trademark or trade name that has been registered by Party A and may easily cause confusion. Party B agrees that it will cooperate with Party A and its agencies, and will, in their territories, assist them in executing any or all files that are enough for Party A to apply for or protect its registered trademark(s) in the latter's territory. Party B shall, in accordance with Party A's requirements, provide the latter with the evidence to prove that its use of the register trademark(s) is for the purpose of registering or renewing their trademark(s). Party B shall guarantee that, without the prior written approval of Party A, it will not authorize any other party to use the said trademark(s).

4. Party B shall, on a timely basis, inform Party A of any threat, actual infringement, demand, or proceedings, which are related to the intellectual property rights of Party A and have arisen out of any third party.

VI. POLICY OF CONFIDENTIALITY

1. Confidential information: all technical or non-technical information, including the examination contents of the tests, relevant data and information of the test takers, as well as all the related patents, copyrights, business secrets, proprietary information, technologies, inventions, expertise, processes, devices, equipment, software programs and source code files of software, are all confidential information. Parties A and B shall not infringe upon any third party's legitimate property rights due to the disclosure of any information by any party to its counterpart.

2. The obligation of confidentiality: regardless of whether this agreement has been terminated, Parties A and B shall strictly keep secret all of the other party's confidential information that is obtained in the performance of this agreement. Except that there is a prior written consent by the other party or that in accordance with the relevant provisions of laws and regulations certain information must be disclosed to a third party, none of Parties A and B shall disclose any confidential information or any part thereof to any third party, except for the purposes of performing this agreement.

3. The following information is not confidential:

- (1) Any information that is agreed by any party with a written consent to be disclosed by the other party.
- (2) Any information for which there is written evidence proving that its recipient has been aware of the information.

VII. PERIOD OF VALIDITY

1. Period of cooperation: The period of cooperation between Party A and Party B shall be two years, i.e. it takes effect as of Jan. 1st, 2016 (Month-Day-Year) and

terminates on Dec. 31st, 2017 (Month-Day-Year).

2. Termination: During the period of validity, if any party intends to terminate this agreement, it shall, 60 days in advance, inform the other party in a written form, and shall bear the responsibility of properly making arrangements related to test takes' registration and other issues.

3. Renewal of the agreement: If, after the expiration of this agreement, Party B has the intent to continue undertaking the Chinese tests sponsored by Party A, it shall, within two months before the expiration of this agreement, notify Party A of its intent thereon in a written form. After bipartite consultations, the agreement can be renewed for that purpose.

VIII. OTHERS

Any other related issue that is not covered in this agreement shall be handled through consultations by both parties in the principle of mutual benefit.

Party A:

Chinese Testing International Co., Ltd.

Signature by representative of Party A:

Date: 2016. 11. 18 [Month-Day-Year]



Party B:

Confucius Institute at Sapienza University of Rome

Signature by Director:

Chinese Director:

Date: 18/11/2016 [Month-Day-Year]

