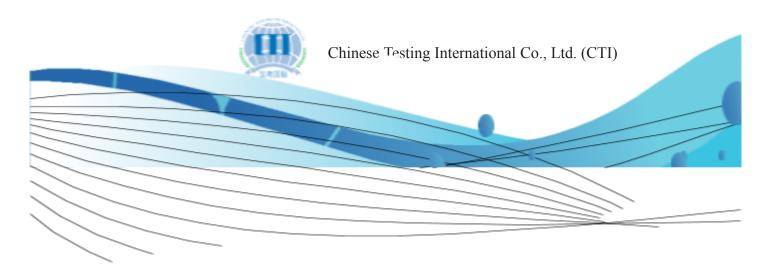


This is to certify that Confucius Institute at National University of **Córdoba**, Argentina 阿根廷科尔多瓦省立大学孔子学院

Is a Chinese Test Center



## Chinese Testing International Co., Ltd. AND Confucius Institute at National University of Córdoba, Argentina

## **Agreement on Undertaking the Chinese Tests**

Chinese Testing International Co., Ltd. (CTI) and Confucius Institute at National University of <u>Córdoba</u>, Argentina have reached the following agreement regarding cooperation in the organization of Chinese tests (including the Chinese Proficiency Test (HSK), Chinese Speaking Proficiency Test (HSK Speaking), Business Chinese Test (BCT) and Youth Chinese Test (YCT)):

#### **I**. ORGANIZATIONS INVOLVED

1. Party A

Name: Chinese Testing International Co., Ltd.

Address: 17/F, B Tower, Desheng International Center Building, No. 83 Deshengmenwai Street, Xicheng District, Beijing, China

Post code: 100088

Tel.: 0086-10-59307614

Email: kaowu@chinesetest.cn

Contact person: 闫妍 Yan Yan

2. Party B

Name (Chinese and English):

阿根廷科尔多瓦国立大学孔子学院

Confucius Institute at National University of <u>Córdoba</u>, Argentina Address (English): Avenida Haya de la Torre sin número, Ciudad

Universitaria, Córdoba Capital, Córdoba

Post code:5000

Tel.: 54 9 35123737368

Email: elisa.berzal@unc.edu.ar

Contact person: Elisa Lucia Berzal

3. The Parties agree on friendly cooperation in implementing the provisions herein.

#### **II. RESPONSIBILITIES OF THE PARTIES**

1. Main responsibilities of Party A:

(1) Developing Chinese tests, writing test items and establishing an item bank. Compiling and publishing Chinese test syllabuses, test questions from official test papers and other test-related practice materials.

(2) Formulating regulations on test management in conformity with the organization and implementation of tests overseas, providing test management training and counsel on test organization and implementation, certifying qualified test management personnel.

(3) Providing Party B with paper-based tests or internet-based tests at test center or at home according to the actual needs and conditions of Party B. For paper-based tests, test materials are delivered by mail. For internet-based tests, test materials are accessible via the installation of an online test system or a specific website.

(4) Providing Internet platform services including test registration, test management, mock tests, score inquiries, etc. on the Chinese testing service website (<u>www.chinesetest.cn</u>).

(5) Delivering test materials and score reports by mail.

(6) Processing and releasing scores and making the online score inquiry service available for test takers within one month of receiving all the test materials sent back by Party B.

(7) Charging and settling test service fees and providing the necessary financial documents.

(8) Bearing the advertisement expenses incurred in China.

(9) Conducting an annual evaluation based on the work achievements and work summary of Party B.

(10) Providing assistance to Party B in its activities conducted to promote Chinese tests based on the annual plan of Party A.

2. Main responsibilities of Party B:

(1) Promoting Chinese tests, carrying out test registration, collecting test fees, arranging tests, releasing score reports and providing test-related counsel at Party B's location. Organizing tests at local test centers according to the *Regulations on Test Management and the Manual for Administering Chinese Tests*.

(2) Formulating annual test plans for local test centers based on the test calendar released on the Chinese testing service website and the specific circumstances of Party B. No less than two rounds of Chinese tests(including HSK, HSK Speaking, YCT and BCT) in the form of paper-based test or internet-based tests (at center/at home) should be conducted each year. The number of test takers charged in the year 2025 shall be no less than 100, while in the second year it should be no less than 150.

(3) Providing test venues and facilities according to the requirements of Party A, including but not limited to: Test venues, test offices, confidential rooms for the safekeeping of test materials (storage), and all manner of facilities required to carry out the tests. (4) Setting up an adequate and stable team of staff to manage test matters, arranging training for the staff according to requirements and registering those who have passed the management certification test in the test management system. Arranging for qualified examiners and proctors to oversee the tests.

(5) Checking all the certificates and documents submitted by test takers against the registration requirements before the tests, completing test taker registration and collecting test fees within the specified time frame.

(6) Making sure that test papers and answer sheets remain safe and that order is maintained at test venues for the duration of the tests. In the event of lost test papers or leak of test questions before a test, or in the event of serious cheating behavior during the tests, Party B shall report the incident to Party A in a timely manner. Party A shall decide whether to cancel the tests or to declare the test results invalid, depending on the circumstances.

(7) Ensuring that the promotional materials of Party B are in keeping with those of Party A. In the case of any change in promotional materials, Party B shall provide samples to Party A and may not use the materials without the prior consent of the latter.

(8) Ensuring test centers make every effort to promote and popularize the tests, explore more sources to enroll test takers, keep expanding the scale and influence of the tests in an active manner and maintain the integrity of the brand of the Chinese tests at all times. Test centers and their staff shall not conduct themselves in any way that might prejudice the image and reputation of the Chinese tests.

(9) Arranging test schedules according to the test plans of Party A. The confirmation and change of test schedules are subject to the consent of Party A. In the event of a change in the timing of the tests, Party A should be notified in a timely manner.

(10) Bearing the costs of test venue rental, test staff training, service fees of examiners and proctors, internet-based test at home and other office expenditure incurred in the territory of Party B.

3. Common responsibilities of both Parties:

(1) Both Parties shall uphold the primary principle of serving test takers.

(2) Both Parties shall fulfill their respective duties in accordance with this Agreement.

## **III. TIMING OF THE TESTS**

Each September, Party A shall release the test schedule for the coming year at <u>www.chinesetest.cn</u> for Party B to choose from. Party B may choose to undertake all or several of the tests based on local needs. In principle, the tests should be conducted no less than two times each

year. Party B should submit its test arrangement for the coming year to Party A before December 5. Party A shall release the timing of the tests confirmed by Party B at <u>www.chinesetest.cn</u> before December 25 for test takers' reference. In principle, the timing of the tests shall not be changed following confirmation.

## **IV. FEES AND FEE COLLECTION**

1. Test takers are charged test fees once only. Party B shall not charge test takers any additional fees under any circumstances.

2. Test service fees are shared between the Parties on a 50/50 basis. Party B should settle test service fees with Party A within three months of the end of the tests. Party A has the right to shut down Party B's test taker registration channel in the event of overdue settlements. Upon settlement of test service fees, Party B shall submit proof of settlement and Party A shall reactivate Party B's test taker registration channel. In the event of an overdue settlement of test service fees on the part of Party B for 6 months, Party A has the right to terminate this Agreement.

Level	Test service fees (currency Argentina pesos) (The following fees are applicable to both paper and internet-based tests at test center)
HSK Level 1	10,000
HSK Level 2	18,000
HSK Level 3	22,000
HSK Level 4	30,000
HSK Level 5	36,000
HSK Level 6	40,000
HSK Level 7-9	/
HSK Speaking Test- Elementary	14,000
HSK Speaking Test-Intermediate	18,000
HSK Speaking Test - Advanced	24,000

3. The test service fees for paper and internet-based Chinese tests at test center undertaken by Party B in Argentina are as follows:

\* HSK level 7-9 is on promotion in 2024. During the promition, the test expense standards will be in total of HSK6 plus HSK Speaking Advanced, and changed back to the expense standards quoted in the agreement as the promotion ends.

Level	Test service fees (currency Argentina pesos) (The following fees are applicable to both paper and internet-based tests at test center)
BCT(A)	16,000
BCT (B)	26,000

Level	Test service fees (currency Argentina pesos) (The following fees are applicable to both paper and internet-based tests at test center)
YCT Level 1	5,000
YCT Level 2	9,000

YCT Level 3	14,000
YCT Level 4	18,000
YCT Speaking Test—Elementary	5,000
YCT Speaking Test—Intermediate	9,000

# The test service fees for internet-based Chinese tests at home undertaken by Party B in Argentina are as follows:

Level	Test service fees (currency Argentina pesos) (The following fees are applicable to internet-based tests at home)
HSK Level 1	14,000
HSK Level 2	22,000
HSK Level 3+HSK Speaking	38,000
Elementary	
HSK Level 4+HSK Speaking	50,000
Intermediate	
HSK Level 5+HSK Speaking	60,000
Advanced	
HSK Level 6+HSK Speaking	66,000
Advanced	
HSK Speaking Elementary	18,000
HSK Speaking Intermediate	26,000
HSK Speaking Advanced	32,000

Level	Test service fees (currencyArgentina pesos) (The following fees are applicable to internet-based tests at home)
BCT(A)	20,000
BCT(B)	34,000

Level	Test service fees (currencyArgentina pesos) (The following fees are applicable to internet-based tests at home)
YCT Level 1	7,000
YCT Level 2	11,500
YCT Level 3	18,000
YCT Level 4	22,000
YCT Speaking Test—Elementary	7,000
YCT Speaking Test—Intermediate	10,500

Favorable treatment shall apply to test centers that conduct internet-based tests at home for HSK written test Level 3-6 and Speaking tests combined: The test service fees for the combined tests will be the same as the original written and Speaking test service fee without rises.

Party A has the right to adjust the standard fees for the test center. In the event of any such adjustment, Party A shall notify Party B in written form and the profit-sharing ratio between the Parties shall remain unchanged. 4. Party A's bank account: 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 CODE: BKCHCNBJ110

5. In principle, international travel expenses, accommodation, etc. of test superintendents sent by Party A shall be borne by Party A. Party B shall provide the test superintendents with transportation services within the city.

6. Advertisement expenses incurred in China shall be borne by Party A, while advertisement expenses incurred at the location of the test center shall be borne by Party B.

7. Office expenditure incurred in China, such as test item design, test paper compilation, and recording and issuing of certificates shall be borne by Party A. Test venue rental, the service fees of examiners and proctors and other office expenditure incurred in the territory of Party B shall be borne by Party B. Where the Parties need to send printed materials to each other, postage shall be borne by the sender.

8. Party B may purchase books related to Chinese tests from Party A (including test syllabuses, test-related textbooks and other test materials). In the case of Party B requiring the translation or publication of the above mentioned test-related books, Party B shall obtain Party A's authorization and the Parties shall sign a relevant agreement.

9. The Parties shall each fulfill tax duties in accordance with the laws of their respective countries. In principle, each Party shall be responsible for the taxes in its own country.

## V. INTELLECTUAL PROPERTY

1. Party A has full ownership of all the intellectual property rights involved in the test projects. Unless otherwise specified in this Agreement, this Agreement shall not be construed to suggest that Party B has obtained from Party A any copyright, patent, license or any other rights in connection with the tests.

2. Party B agrees that it must obtain Party A's written approval before it registers any Internet domain name containing the test project logos or the translation of the said logos (either separately or together with other words or letters).

3. Party B agrees not to register or use any trademark or trade name which Party A considers to be similar to and easily confusable with its own registered trademark or trade name. Party B agrees to cooperate with Party A and its institutions to assist in the execution of any/all documents required for Party A to apply for and/or protect its trademark within Party B's territory. Upon Party A's request, Party B shall provide Party A with the evidence of Party B's use of the trademark for the purpose of trademark registration or trademark renewal. Party B guarantees not to authorize others to use the trademark without the prior written approval of Party A.

4. Party B shall notify Party A in a timely manner of any threat, material infringement, demand or lawsuit raised by a third party in connection with Party A's intellectual property rights.

## VI. CONFIDENTIALITY AND DATA PROTECTION

1. Confidential information: All technical or non-technical information, including the contents of test projects, the data and documents of test takers ("personal data") and relevant patents, copyrights, commercial secrets, exclusive information, technologies, inventions, exclusive technologies, processes, devices, facilities, software programs and software source codes are all confidential information. The Parties shall not infringe upon the legal intellectual property rights of any third party during their disclosure of any information to the other Party.

2. Obligation of confidentiality: Regardless of whether this Agreement is terminated or dissolved, both Parties should keep in strict confidence the confidential information of the other Party that comes to its knowledge during the execution of this Agreement. Except with the prior written consent of the other Party, or when required by relevant laws and regulations, the Parties shall not disclose confidential information, or any part of it, to any third party for reasons other than the execution of this Agreement.

3. The following information is not confidential information:

(1) Any information that either Party agrees in written form which the other Party may disclose without constituting a breach of confidentiality.

(2) Any information of which there is written evidence to prove that the receiver has come into possession of the said information without breaching any provision of this Agreement.

(3) Any information made public by the Parties themselves.

4. With regard to any data acquired during the execution of this Agreement, both Parties undertake as follows:

(1) Ensure that all personal data acquired, collected, or used during this Agreement (including any data in an electronic form) is stored safely.

(2) Take appropriate measures to ensure that personal data is completely safe, prevent any unauthorized reference to or disclosure of data that is in its care, and prevent the loss or destruction of this data.

(3) Not disclose personal data to any other party, unless direct or

indirect disclosure of the data is required to fulfill this Agreement or for the sake of monitoring or reporting adverse events. The relevant Parties should enter into a separate agreement concerning data sharing or data processing to proceed with any such disclosure of data. The contents of any new agreement should align with the provisions herein.

(4) Without the prior written consent of test takers, the identity of test takers shall not be disclosed to a third party, unless otherwise required by relevant laws and regulations.

## **VII. FORCE MAJEURE**

Neither Party shall be held liable or be considered to have breached this Agreement due to delays or failure to perform this Agreement caused by circumstances reasonably beyond its control. The affected Party shall, in the event that such circumstances cause delay or failure to perform its duties and in the event that such circumstances cease to affect the performance of its duties, immediately notify the other Party in written form.

## VIII. VALIDITY PERIOD OF THE AGREEMENT

1. Period of cooperation: The Parties shall cooperate over a period of 2 years, starting from 2025/01/01 until 2026/12/31.

2. Termination: In the case in which either Party desires to terminate this Agreement during the validity period, that Party shall notify the other Party in written form 60 days in advance and is obligated to properly handle test taker registration and other relevant matters.

3. Renewal: If Party B desires to continue undertaking Party A's Chinese tests after the expiry of this Agreement, it should make a written offer to Party A regarding its intention to renew this Agreement two months before its expiry. This Agreement may be renewed by mutual consent of the Parties.

## IX. MATTERS NOT COVERED BY THIS AGREEMENT

1. Any matter not covered by this Agreement shall be resolved through negotiation between the Parties on the principle of mutual benefit.

2. This Agreement is performed by the Parties themselves. Neither Party shall, in any way, transfer or subcontract any of the rights or obligations that are outlined in this Agreement.

3. A Party's delay or failure to exercise any right or to take any remedial measure covered in this Agreement shall not be construed as that Party waiving its right or its intention to take the remedial measure. Any separate or partial exercise of any right or undertaking of any remedial measure shall not impede such a right being exercised or such a remedial measure being taken at a later time.

4. None of the contents of this Agreement shall establish, prove, or imply the existence of any agency, partnership, or joint-venture relationship between the Parties. Neither Party shall act as or proclaim itself the agent of the other Party, nor make or claim that it is entitled to make any promise in the other Party's name. Without the written consent of Party A, Party B shall not transfer, subcontract or shift in any way any of its rights and obligations under this Agreement.

5. This Agreement becomes effective upon signature and seal from the legal representatives or authorized agents of the Parties.

6. The interpretation, execution and dispute settlement of this Agreement shall be governed by the existing laws of the People's Republic of China.

#### Party A: Chinese Testing International Co., Ltd.

Signature of legal representative:

Date:

Party B:

Signature of legal representative:

Date: \_\_\_\_\_