




Office of Legal Affairs

September 19, 2008

Memorandum

TO: Dr. Daniel Papp
President

FROM: Dr. Flora B. Devine 
University Attorney
and Special Assistant to the President for Legal Affairs

RE: Agreement for KSU Confucius Institute

The referenced agreement has been reviewed and is acceptable as to legal form.
Please return a copy of the fully executed agreement to my office for filing.

Thank you.

AGREEMENT BETWEEN
THE CONFUCIUS INSTITUTE HEADQUARTERS (HANBAN)
AND
KENNESAW STATE UNIVERSITY OF THE UNITED STATES
FOR THE ESTABLISHMENT OF
THE CONFUCIUS INSTITUTE
AT KENNESAW STATE UNIVERSITY (CIKSU)

In order to strengthen educational cooperation between China and the United States of America, to support and promote the development of Chinese language education, and to increase mutual understanding between the peoples of China and the United States of America, the Confucius Institute Headquarters of China (“the Headquarters”) and Kennesaw State University of the United States hereby agree as follows:

Article 1 Purpose

The purpose of this agreement is to identify the rights and responsibilities of the Headquarters and Kennesaw State University in the establishment of the Confucius Institute at Kennesaw State University.

Article 2 Character

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

Article 3 Executive Institution

Whereas, Kennesaw State University and Yangzhou University agree to work together and with the authorization and appointment of the Headquarters, Yangzhou University will construct the Confucius Institute with Kennesaw State University as the executive institution. The two parties of cooperation can sign the supplementary agreement on the matters not settled by this Agreement. The supplementary agreement should be audited by the Headquarters prior to signing.

Article 4 Scope of Activities

The Confucius Institute at Kennesaw State University shall collaborate with the requisite units on campus to 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 Chinese Proficiency tests and tests to certify ability of teaching Chinese as a foreign language;
4. Teach Chinese courses of various types in various areas for people in the community;
5. Sponsor academic activities and competitions related to Chinese language and culture;
6. Show Chinese movies and TV programs;
7. Advise individuals wishing to study in China;
8. Provide reference materials for the educational and other professional individuals.

Article 5 Organization

The Confucius Institute shall have a Board of Directors and the two parties nominate members of the Board of Directors. The Board of Directors shall have the responsibility for the operation of the Confucius Institute. Activities organized by the Confucius Institute should respect the customs of China and the United States and conform with the laws and regulations of the two countries.

Article 6 Obligations

A. 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 \$100,000.00 US Dollars as a start-up fund payable to the special CI at KSU account opened by Kennesaw State University in the local Bank of China or other mutually acceptable bank.
4. To provide 3,000 volumes of books, audio-visual, and multimedia materials.
5. To send two to three Chinese instructors to Kennesaw State University and pay for their airfares and salaries.

B. The obligations of Kennesaw State University

1. To provide an appropriate site for the Confucius Institute to carry out its activities; to provide the necessary conditions and facilities;
2. To provide appropriate administrative personnel (full time or part-time) and provide the related payment, to open the special account for the Confucius Institute in the local Bank of China, or in the event that the Bank of China does not operate a branch in the local vicinity, open the

special account in a mutually acceptable bank.

3. To provide necessary working conditions for the Chinese instructors.
4. Assist the personnel sent by Chinese side with all non-immigrant visa procedures, such as J₁ visas.
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 Kennesaw State University and the Headquarters. The goal of CIKSU management and Board of Directors is that the CIKSU eventually be self-sufficient.

Article 8 Intellectual Property

1. The Headquarters exclusively owns the title of "The Confucius Institute", its related logo, and plaque (or badge) as its exclusive intellectual property. After this agreement has been terminated, Kennesaw State University cannot continue applying or transfer the title, logo, and plaque (or badge) in any form, either directly or indirectly.
2. When the Confucius Institute at KSU operates certain programs involving intellectual property, such intellectual property resides with "the provider" of these programs. Further, for those jointly developed

programs, both parties may negotiate the respective ownership interests of the intellectual property created by their joint effort. If either or both parties have dispute on certain intellectual property, both parties should negotiate with each other in a friendly manner. If friendly negotiation fails to result in a resolution of the dispute, the parties shall seek mediation or arbitration for the resolution of the dispute by authoritative organizations acceptable to both parties and in accordance with international practice and relevant laws and regulations.

Article 9 Revision

This Agreement may from time to time be revised through a process of negotiation and discussion in a spirit of cooperation and any revisions will be made in writing, in both English and Chinese, and signed by authorized representatives of the parties.

Article 10 Term

The Agreement shall be effective on the date when the two parties sign below. If, during the 90 days before the end of the five year period, neither party notifies the other in writing that it wishes to terminate the Agreement, then it will be extended for another five-year period upon the same terms.

Article 11 Force Majeure

Parties hereto will be released from their obligations under this agreement 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 agreement impossible. In the event of such circumstance, the party under the situation shall inform the other party in writing so the program may be delayed or terminated in order to mitigate the loss of the other party.

Article 12 Termination

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

1. Either party may terminate this Agreement 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 preconditions for this Agreement no longer exist; the Agreement cannot be executed; or cannot reach the designated goals if it continues to be executed.
4. The act of one party of the Agreement severely harms the image and reputation of the Confucius Institute or Kennesaw State University.

5. The Agreement can not go through because of force majeure.

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

Before the Agreement is terminated, Kennesaw State University should make appropriate arrangements for enrolled students and other ongoing programs.

Article 13 Dispute Settlement

In the event of any dispute, both parties should negotiate with each other in a friendly manner. If friendly negotiation fails to result in a resolution of the dispute, the parties shall seek mediation or arbitration for the resolution of the dispute by authoritative organizations acceptable to both parties and in accordance with international practice and relevant laws and regulations.

Article 14 Agreement Language

This Agreement is written in Chinese and in English. Each party shall keep one copy in Chinese and one copy in English of the signed Agreement. The Agreement, in both languages, shall have the same

effect.

Article 15 Other Terms

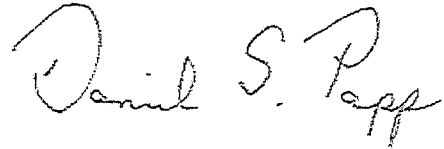
Other matters not settled by this Agreement shall be solved through friendly negotiations between the two parties.

The Confucius Institute
Headquarters (HANBAN)

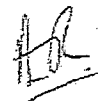
Kennesaw State University



Date: 09/09/2008



Date: Sept. 19, 08



为进一步加强中国与美国在教育领域的合作，支持并促进汉语教学的发展，增进两国人民的相互理解，中国孔子学院总部（以下简称总部）与美国肯尼索州立大学达成如下协议：

第一条 宗旨

本协议的宗旨在于确定成立肯尼索州立大学孔子学院过程中总部和肯尼索州立大学的权利和义务。

第二条 孔子学院的性质

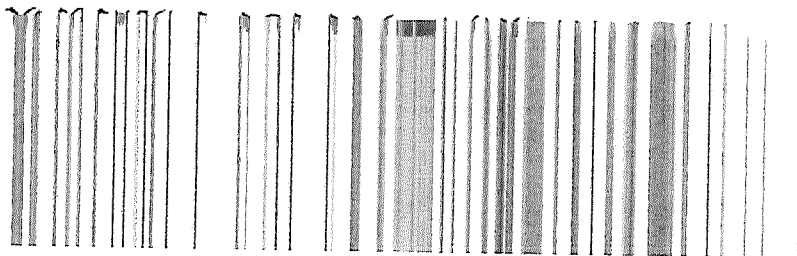
肯尼索州立大学孔子学院系非营利教育机构，通过教授汉语和中国文化增进美国人民对中国的了解。

第三条 执行机构

由总部授权并委托勃州大学，作为中方具体执行机构与肯尼索州立大学合作建设孔子学院。合作双方可就该协议未尽事宜另行签订补充协议。补充协议签署前，须报总部审核。

第四条 业务范围

根据当地实际情况，肯尼索州立大学孔子学院应与校内有关单位合作，开展以下项目或其他与汉语教学及中国文化相关的活



动:

- 1、使用包括多媒体和网络在内的多种方式进行汉语教学;
- 2、为小学、中学和大学培训汉语教师;
- 3、实施汉语水平考试及汉语作为第二语言教学能力的考试;
- 4、为社会各界人士开设多类型、多领域的汉语课程;
- 5、举办学术活动和其他与汉语及中国文化有关的竞赛;
- 6、放映中国电影和电视节目;
- 7、为有意到中国留学的个人提供咨询服务;
- 8、为教育界及其他专业人士提供参考资料。

第五条 组织和管理

双方将推荐人选组成理事会, 负责对孔子学院的运行管理。孔子学院开展活动应尊重中国和美国的文化习俗, 遵守中国和美国的规定。

第六条 双方义务

甲、总部义务:

- 1、授权使用孔子学院名称, 提供孔子学院标识;
- 2、提供经总部授权的多媒体课件和其他教材、辅助教材和音像材料, 授权使用网上课程;
- 3、提供 10 万美元的启动经费, 汇至肯尼索州立大学在当地中国银行或其他双方可接受的银行为孔子学院开设的专门帐户;
- 4、提供 3000 册图书、音像及多媒体教学资料;
- 5、提供 2-3 名汉语教师, 并负担其国际旅费、工资等;

乙、肯尼索州立大学的义务:

- 1、提供适合的场所供孔子学院开展教学、办公和其他活动;
- 2、为孔子学院配备必要的行政人员(全职或兼职);提供相关费用,并在当地中国银行行为孔子学院开设专门帐户(如果中国银行在本地无支行,则选择其他双方可接受的银行);
- 3、为中方派遣人员提供必要的工作条件;
- 4、协助办理中方派出人员进入美国所需的非移民签证等手续,例如J1赴美签证;
- 5、同意就孔子学院的其他需求与总部进行协商。

第七条 经费

肯尼索州立大学孔子学院的运营经费由双方共同筹措。孔子学院的负责人和理事会的目标是肯尼索州立大学孔子学院最终将实现自负盈亏。

第八条 知识产权

- 1、“孔子学院”及相关标识和徽章的知识产权为总部独家拥有。本协议终止后,肯尼索州立大学不得以任何形式继续直接或间接使用和转让。
- 2、肯尼索州立大学孔子学院开展的有知识产权的具体项目,其知识产权由项目提供方拥有,合作开发的项目由双方协商确定知识产权的所有权。若一方或双方在知识产权方面产生争议,双方应本着友好的精神进行协商。如果通过友好协商仍不能达成协议,双方应按照国际惯例及有关法律规定,提交双方

都接受的有管辖权的机构，寻求调解或仲裁。

第九条 协议的修改

本协议可本着友好合作精神在谈判和商讨过程中进行修改，所有的修改均以中英文两种语言书面做出，并经双方授权代表签字。

第十条 协议的有效期

本协议自双方签字起生效。如在本协议的五年有效期截止前九十天内，双方均未书面通知对方终止本协议，则本协议内容不变，有效期延长五年。

第十一条 不可抗力

协议方在以下不可抗力情况下可免除履行本协议规定义务：国家突发事件、战争、政府禁令或其他超出协议方控制范围的事件，使协议方不能继续履行协议规定义务。如发生此类事件，协议当事方须书面通知另一方，将项目延期或取消，以减轻协议另一方的损失。

第十二条 协议终止

有下列情况之一的，本协议终止：

- 1、协议一方在至少提前六个月书面通知对方终止本协议；
- 2、协议期限届满，双方无继续合作意愿；
- 3、履行该协议的条件已丧失，协议无法履行或继续履行无

法达到预期目的；

4、协议一方有严重损害孔子学院声誉与形象的行为；

5、因不可抗力致使该协议无法履行。

本协议的解除不影响双方正在执行的单独协议、合同或项目；本协议解除前，肯尼索州立大学应妥善安排孔子学院学生及相关工作。

第十三条 争议的解决

当发生争议时，双方应本着友好的精神进行协商。如果通过友好协商仍不能达成妥善解决办法，双方应按照国际惯例及有关法律规定，提交双方都接受的有管辖权的机构，寻求调解或仲裁。

第十四条 协议语言

本协议一式两份，分别以中、英文书就。双方各持中、英文本各一份，两种文本有同等效力。

第十五条 其他事项

本协议未尽事宜由双方通过友好协商加以解决。

孔子学院总部

许琳

日期: 09/09/2008

肯尼索州立大学

Daniel S. Papp

日期:

Sept. 19, 2008

AGL

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