RENEWAL OF AGREEMENT BETWEEN
CONFUCIUS INSTITUTE HEADQUARTERS OF CHINA
AND
KENNESAW STATE UNIVERSITY OF THE UNITED STATES
ON CO-DEVELOPMENT OF
CONFUCIUS INSTITUTE AT KENNESAW STATE UNIVERSITY

In order to strengthen educational cooperation between China and the United States, support and promote the development of Chinese language education, and increase mutual understanding among people in China and in the United States according to the Constitution and By-laws of Confucius Institutes, the Confucius Institute Headquarters of China ("the Headquarters") and the Board of Regents of the University System of Georgia, by and on behalf of Kennesaw State University (hereinafter Kennesaw State), after collegial consultation, both parties agree to renew the agreement on the Confucius Institute at Kennesaw State as follows:

Article 1 Purpose
The purpose of this agreement is to identify the rights and responsibilities of the Headquarters and Kennesaw State in the development and management of the Institute.

Article 2 Character
The Confucius Institute at Kennesaw State shall be a non-profit
educational institution with the purpose of enhancing intercultural understanding in the United States of Chinese language and culture.

Article 3 Executive Institution

KSU is willing to continue cooperation with the Yangzhou University. The Yangzhou University will continue supporting the Confucius Institute with the Kennesaw State as the Chinese supporting institution. Kennesaw State and Yangzhou University will sign the supplementary agreement on the details of cooperation. The supplementary agreement should be reviewed by the Headquarters before signing by Yangzhou University.

During the operation of the Confucius Institute, if Yangzhou University is confirmed by the Headquarters to have failed to perform its responsibilities, the Headquarters can disqualify Yangzhou University and appoint another Chinese institution to be the Chinese supporting institution, and sign a new implementation agreement with Kennesaw State. This Agreement will not need to be signed anew.

Article 4 Scope of Activities

The Institute can carry out the following activities according to the rules and regulations of Kennesaw State and the laws and regulations of Georgia and the United States and the Constitution and By-laws of Confucius Institutes, as well as local circumstances and the policies of the Board of Regents of the University System of Georgia:

1. Teaching Chinese language, providing Chinese language teaching resources and carrying out research on Chinese language teaching;
2. Training Chinese language instructors and developing Chinese language teaching materials;
3. Organizing the HSK examination (Chinese Proficiency Test) and tests for the Certification of the Chinese Language Teachers;
4. Providing information and consultative services concerning China’s education, culture, and so forth;
5. Conducting language and cultural exchange activities;
6. Other activities with authorization and by appointment of the Headquarters.

Article 5 Organization, Operation and Management

1. The Institute at Kennesaw State shall create a Board of Directors to provide non-binding recommendations and guidance to the Confucius Institute Director in an advisory capacity.

1a. The Confucius Institute Director will be an employee of Kennesaw State and report to the Division of Global Affairs under the supervision of the Vice-Provost for Global Affairs and Chief International Officer.

2. The Board of Directors consists of members nominated from two parties. The Board must include senior-level (university-level) leaders from both parties. The Board meeting should be held at least once a year. The Board should provide suggestions or recommendations to the Institute for the following issues: formulating development plans; the major programs including teaching, research, operations; fund raising for the Institute; annual budget proposals; and financial reporting of the Institute. The Director will provide reports to the Board on the operation status and any significant issues.

3. The Headquarters acknowledges that Kennesaw State and its faculty ultimately has the right to determine the content of the curriculum and the manner of instruction for all programs administered by Kennesaw State.
The Confucius Institute will remain in full compliance with Kennesaw State policies on Academic Freedom. Kennesaw State acknowledges that the Headquarters ultimately has the right to determine the program categories to which it provides funding on an annual basis.

4. The Headquarters recognizes that United States and Georgia Laws and Kennesaw State and the Board of Regents policies will have primacy over all Confucius Institute activities conducted in the United States. The U.S. citizens involved in activities of the Institute while in China shall be subject to the laws and policies of China.

4a. The Headquarters acknowledges that the activities of any Exchange Visitors affiliated with the Institute shall only be to assist in teaching Chinese and advising on and assisting in cultural activities.

4b. Any credit or non-credit coursework offered by the Confucius Institute at Kennesaw State University must be under the full control of an academic department or related academic unit.

5. The Institute draws up annual budget proposals and final financial accounts independently, but under the supervision and oversight of Kennesaw State, and Kennesaw State will be in charge of its daily operation and management. Kennesaw State should assume the sole responsibility to maintain a balance between income and expenditure by charging language course fees, raising quality and effectiveness, developing various new channels of funding, and other measures.

Article 6 Obligations

The obligations of the Headquarters:

1. To authorize the use of the title “Confucius Institute”, logos and Institute emblems.
2. To provide teaching materials, courseware and other books according to the need, and to authorize the use of online courses. Kennesaw State has the right to assist in the development of additional teaching materials, courseware, and other books as needed.

3. To provide a set amount of annual fund according to needs.

4. To send Chinese instructors or volunteer teachers based on the requirements of teaching, and pay for their airfares and salaries.

5. To provide support of Headquarters' programs, include the Confucius Institute Scholarship, Summer or Winter Camp in China, and Confucius China Studies Program, etc.

The obligations of Kennesaw State

1. To provide a fixed office place and appropriate sites for teaching and other activities of the Confucius Institute; To provide office and teaching facilities, and be responsible for their installment, management and maintenance.

2. To provide necessary administrative personnel and teaching staff (full time or part-time) and provide the related payment.

3. To assist the Chinese party on the visa application and residence procedures, and provide necessary working facilities and life conveniences.

4. To open a special account for the Confucius Institute or set up a separate account for independent accounting in the Institution's financial system. Kennesaw State will submit an excerpt of the annual University and Research Foundation financial audit reports that relate to the activities of the Confucius Institute to Headquarters every two (2) years.

5. To provide a set amount of annual fund, which should not be less than
the amount provided by the Headquarters.

Article 7 Intellectual Property
The Headquarters exclusively owns the title of “The Confucius Institute”, its related logo, and emblem as its exclusive intellectual property. Kennesaw State cannot continue applying or transfer the title, logo, and emblem in any form, either directly or indirectly, after this Agreement has been terminated.

Ownership of the intellectual property developed as part of the program implemented by the Kennesaw State Confucius Institute shall be determined in accordance with the Intellectual Property policy of Kennesaw State University. The two parties can consult on the IP ownership in collaborative programs. In the events of dispute, the two parties should consult with each other or submit the matter to mediation.

Article 8 Revision
With the consent of both parties, this Agreement may be revised during its implementation and all revisions will be made in writing, both in English and Chinese, and will take effect as signed by authorized representatives of the parties.

Article 9 Term
The Agreement shall be in effect on the date of both parties signing. The Agreement shall have a period of 1-year validity and must be renewed annually. If either party wishes to terminate the Agreement for convenience or a change in circumstances during the 1-year term, it may terminate by notifying the other party in writing 180 days before the
official date of termination.

Article 10 Force Majeure
Parties 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 that renders the performance of this Agreement impossible. In the event of such a circumstance, the party under the situation shall inform the other party in writing that the program may be delayed or terminated, and duly take effective measures to mitigate the loss of the other party.

Article 11 Termination:
This Agreement can be terminated in one of the following cases:
1. This Agreement can be terminated according to Article 9.
2. This Agreement can be terminated according to Article 10, if the two parties reach consensus on the impossibility of performance due to force majeure.
3. The Headquarters has the right to terminate this Agreement, if according to assessment, the Institute has not reached the standard and made no remediation or failed to reach the Headquarters’ requirement after remediation.

When this Agreement terminates, the two parties should both adopt rehabilitation measures, with aim to avoiding negative impact on either party. The measures include, but not limit to:
1. Upon termination, the funds provided by Headquarters that were not spent on the program activities of the Kennesaw State Confucius Institute,
minus funds that have been legally obligated by contract, will be automatically frozen and returned to the Headquarters after the confirmation of both parties on the amount.

2. The termination of this Agreement shall not affect other separate agreements, contracts or programs between the two parties.

3. Upon termination, Kennesaw State should make proper arrangements to assist the enrolled students and other matters.

4. After termination, the implementation agreement will be terminated automatically.

Article 12 Dispute Settlement

In the event of any dispute, the two parties agree to attempt to engage in a good faith to find a solution. In the event such an attempt appears unsuccessful, the parties agree to submit the dispute to a third party trusted by the both parties.

Article 13 Other Terms

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

The undersigned hereby are duly authorized by each institution to execute this Agreement.

This Agreement is written in Chinese and 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 effectiveness.
Confucius Institute
Headquarters (HANBAN)
Deputy Chief Executive

MA Jianfei
Date:

Kennesaw State University
President

Dr. Pamela Whitten
Date: 1/1/17
中国孔子学院总部与美国肯尼索州立大学
关于继续合作建设肯尼索州立大学孔子学院的协议

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，根据《孔子学院章程》，中国孔子学院总部（以下简称总部）与佐治亚大学系统董事会，谨代表肯尼索州立大学（以下简称肯尼索州立）协商，双方就继续合作建设肯尼索州立大学孔子学院达成如下协议:

第一条 宗旨
本协议的宗旨在于规定双方在继续合作建设与管理学院过程中总部和肯尼索州立的权利和义务。

第二条 学院的性质
肯尼索州立大学孔子学院系非营利性教育机构，其目的是为了增强汉语和中国文化在美国的跨文化理解。

第三条 执行机构
肯尼索州立表示愿意继续与扬州大学进行合作。扬州大学作为中方协办机构，将继续支持肯尼索州立大学孔子学院。肯尼索州立和扬州大学将就具体合作事宜另行签订补充协议。补充协议在与扬
州大学签署前须报总部审核。

在孔子学院运行过程中，若经总部审核，扬州大学未能履行其职责，总部可取消其承办资格，并委托其他中方协办机构。肯尼索州立将与该中方机构重新签署执行协议。本协议无需重新签署。

第四条 业务范围

根据肯尼索州立的规章和制度，美国及佐治亚州的法律法规，以及《孔子学院章程》，并结合当地实际情况和佐治亚大学系统董事会的政策规定孔子学院可开展以下活动：

1. 开展汉语教学，提供汉语教学资源，开展汉语教学研究。
2. 培训汉语教师，开发汉语教材。
3. 举办汉语考试和汉语教师资格认证考试。
4. 提供中国教育、文化等信息咨询。
5. 开展语言文化交流活动。
6. 其他经总部授权或委托开展的活动。

第五条 组织、经营和管理

1. 肯尼索州立大学孔子学院需设立理事会，作为顾问身份，对孔子学院院长提供不具有约束性的建议和指导。

1a. 孔子学院院长作为肯尼索州立的员工，在全球事务部副教务长及首席国际官的领导下工作。

2. 理事会由双方推荐人选组成，须有双方高层（校级）领导参加，理事会应每年至少召开一次。理事会应就如下事宜为孔子学院提供建议：制定学院发展规划，教学，科研，运营方面等重要项
目，为孔子学院筹集经费，年度预算和决算。孔子学院院长要向董事会汇报孔院运行状况和重大事项。

3、总部认可肯尼索州立大学孔子学院及其教职员工对其管理的所有项目的课程内容和教学方式拥有最终决定权。孔子学院将继续完全服从肯尼索州立关于学术自由的相关政策。肯尼索州立认可总部对其年度资助的项目类别拥有最终决定权。

4、总部认可，孔子学院在美国境内举办的所有活动需遵守美国及佐治亚州的法律、肯尼索州立及大学系统董事会的相关政策。美国公民参与孔子学院在中国举办的活动应遵守中国的法律和政策。

4a、总部认可，所有与孔子学院有关的交流访问学者的活动仅为孔院汉语教学提供支持和为文化活动提供建议和支持。

4b、肯尼索州立大学孔子学院所提供的任何学分或非学分课程需在相关学术部门或单位的全权控制下开展。

5、孔子学院单独编制年度预算和决算，但须在肯尼索州立的监督和管理下执行，肯尼索州立对孔子学院的日常运行管理负责。通过收取语言课程费，提高质量和效果，开发多种资金来源等其他措施，肯尼索州立对孔子学院实现收支平衡承担全部责任。

第六条 双方义务

总部义务：
1、授权肯尼索州立大学孔子学院继续使用孔子学院名称和标识。
2、根据需要提供各种教材、课件和图书，授权使用网络孔子学院课程。如有需要，肯尼索州立有权协助开发额外的教材、课件以
3. 根据需要每年提供一定数额的项目经费。
4. 根据办学需要选派教师若干名，并负担其国际旅费、工资等。
5. 提供孔子学院奖学金、来华夏（冬）令营、新汉学计划等总部项目支持。

肯尼索州立义务:
1. 为孔子学院提供固定的办公场地和适合的教学及其他活动场所，配备必要的办公、教学设备，并负责其安装、管理和维护。
2. 为孔子学院配备必要的行政和教学人员（专职或兼职），并提供相关费用。
3. 协助中方派遣人员办理入境及居留手续，提供必要的工作条件和生活便利。
4. 为孔子学院开设专门帐户，或在其财务系统内开设单独账目并独立核算。肯尼索州立每2年向总部提交与孔子学院活动相关的大学和研究基金会财务审计报告。
5. 每年提供一定数额的项目经费，其金额应不低于总部提供的项目经费。

第七条 知识产权
"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，肯尼索州立不得以任何形式继续直接或间接使用和转让。

肯尼索州立大学孔子学院开发的有知识产权的具体项目，其知
识产权应与肯尼索州立知识产权政策保持一致。合作开发的项目由
双方协商确定知识产权。若双方在知识产权方面产生争议，应通过
友好协商解决或提交仲裁调解。

第八条 协议的修改
经双方同意，本协议在执行过程中可以进行修改；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后生效。

第九条 协议的有效期
本协议自双方签字之日起生效。本协议有效期为一年，每年延期。
如任何一方由于自身需求或环境改变而在一年期内终止协议，应于
正式截止日期前 180 天提交书面申请告知对方。

第十条 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
紧急状态、发生战争，政府颁布禁令，发生其他超出协议方控制范
围的使协议方不能继续履行协议规定义务的事件等。如发生此类情
况，协议当事方须书面通知另一方，将项目延期或取消，并应采取
及时有效的措施将协议另一方的损失降至最低。

第十一条 协议终止
有下列情况之一的，本协议将终止：
1、按照本协议第九条可终止本协议。
2、根据本协议第十条，因不可抗力致使该协议无法履行，经
双方达成一致，可终止本协议。

3、根据评估，孔子学院未达到总部评估标准，且未按评估意见进行整改，或经整改未达到总部要求的，总部有权终止本协议。

本协议终止时，双方应做好善后事宜，不得因协议终止给对方造成负面影响，包括但不限于：

1、本协议终止时，由总部提供的资金如若未使用在肯尼索州立大学孔子学院的项目活动中，减去资金中涉及法律合同义务的部分，本合作项目中的经费同时自动冻结，经双方确认经费数额后返回总部。

2、本协议的终止不影响双方正在执行的单独协议、合同或项目。

3、本协议终止时，肯尼索州立应妥善协助安排孔子学院学生及相关工作。

4、本协议终止后，执行协议将自动终止。

第十二条 争议的解决
在协议履行过程中若发生纠纷及争议，双方同意尽量以真诚的方式寻求解决，若协商不成功，双方同意将争议提交双方认可的第三方。

第十三条 其他事项
本协议未尽事宜由双方通过友好协商加以解决。

下列签署人经各自机构授权，签署本协议，以昭信守。
本协议一式两份，每份均用中文和英文写成，两种文本同等作准。

孔子学院总部
副总干事

肯尼索州立大学
校长

马箭飞
日期：

校长名
日期：