RENEWAL OF AGREEMENT BETWEEN
CONFUCIUS INSTITUTE HEADQUARTERS OF CHINA
AND
MIDDLE TENNESSEE STATE UNIVERSITY OF UNITED STATES OF AMERICA
ON CO-DEVELOPMENT OF
CONFUCIUS INSTITUTE AT MIDDLE TENNESSEE STATE UNIVERSITY

In order to strengthen educational cooperation between China and the United States of America (USA), support and promote the development of Chinese language education, and increase mutual understanding among people in China and in the USA, according to the Constitution and By-laws of Confucius Institutes, the Confucius Institute Headquarters of China ("the Headquarters") and Middle Tennessee State University (MTSU) signed the "Agreement between Confucius Institute Headquarters Of China and Middle Tennessee State University of United States of America on the Establishment of Confucius Institute at MTSU" on September 30, 2009. Upon the end of five-year term, after collegial consultation, both parties agree to renew the agreement on the Confucius Institute at Middle Tennessee State University (the Institute), as follows:

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

Article 2 Characters
The Institute shall be a non-profit educational institution.

Article 3 Executive Institutions
MTSU is willing to continue the cooperation with Hangzhou Normal University. Hangzhou Normal University will continue the cooperation with MTSU as the Chinese executive institution. The two parties of cooperation will sign a supplementary agreement on detailed matters of the cooperation. The supplementary agreement should be audited by the Headquarters before signing.

Article 4 Scope of Activities
The Institute can serve the following activities according to the Constitution and By-laws, and local instance:

1. Teaching Chinese language and providing Chinese language teaching resources;
2. Training Chinese language instructors;
3. Holding 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

1. The Institute shall adopt a Director Responsibility System under the leadership of the Board of Directors.
2. The Board of Directors is formed with members nominated from two parties, and its duties include: formulating and amending the policies and regulations of the Institute; formulating development plans for the Institute; decision-making on the significant issues including teaching, research and management; fund raising; appointing and dismissing the director of the Institute; examining and approving the budget proposal and final financial accounts of the Institute; reporting to the two parties on the management status and significant issues.
3. Two collaborating parties appoint one director respectively.
4. The Institute must allow the assessment by the Headquarters on its performances.
5. The Institute activities must be in accordance with the Constitution and By-laws, and also respect cultural custom, shall not contravene concerning the laws and regulations, both in USA and China.
6. The Institute draws up annual budget proposals and final financial accounts independently. MTSU will be in charge of its daily operation and management. Institute should finally assume the sole responsibility for its profits or losses by charging language course fees and other program fees.

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 as necessary, to authorize the use of online courses.
3. To provide annual operation fund according to needs.
4. To send Chinese instructors on the request of the Institute based on the needs of teaching, and pay for instructors’ airfares and salaries.

The obligations of MTSU

1. To provide a fixed office place and appropriate sites for teaching and other activities of the Confucius Institute; equipped with office and teaching facilities, and with responsibility for the setting, management and maintenance.
2. To provide necessary administrative personnel (full time or part-time) and cover relevant cost; to provide necessary working facilities and necessary assistance for the Chinese instructors.
3. To assist the Chinese party on the visa application and residence procedures; to provide necessary assistance in life conveniences for the Chinese instructors.
4. To maintain the special account for the Confucius Institute in the local Bank of China or other bank approved by the Headquarters.
5. To provide a set amount of annual fund, which should not be less than the amount provided by the Headquarters. Based on the financial circumstances, MTSU personnel salary and benefit can be considered as MTSU's matching fund.

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

The intellectual property of a particular program belongs to the party who provides it. The two parties can consult about the ownership of co-developed programs. In the event of any dispute, the two parties should consult in a friendly manner with each other or submit to the jurisdictional organ according to the related laws and regulations.

Article 8 Revision
With the consent of both parties, this Agreement may be revised during its implementation and any 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 when the two parties sign below. The Agreement shall have a period of 5-year validity. Either party, if it wishes to terminate the Agreement, must notify the other in writing 90 days before the end of the Agreement. Otherwise, the Agreement will automatically be extended for another 5 years, provided that mutually agreed financial and other provisions for the extension are negotiated.

Article 10 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 that the program may be delayed or terminated, and duly take the effective measures to mitigate the loss of the other party.

Article 11 Termination
This Agreement shall be terminated in one of the following cases:
1. Either party intends to terminate this Agreement upon giving a 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 Agreement cannot go through or cannot achieve the anticipated aim because of comedown of the condition.
4. If the act of one party of the Agreement severely harms the image and reputation of the Confucius Institute.
5. The Agreement cannot go through because of force majeure.

Unless otherwise provided in such other agreement, the termination of this Agreement cannot affect some other agreement, contract and/or program between the two parties.

Before the Agreement is terminated, MTSU should make appropriate arrangements on the enrolled students and other works.
Article 12 Dispute Settlements
In the event of any dispute, the two parties should consult in a friendly manner with each other or submit to the jurisdictional organ of which this Agreement falls within the competence.

Article 13 Agreement Languages
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 effectiveness.

Article 14 Other Terms
1. Neither party shall discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, national origin, or veteran status.
2. Neither party shall be responsible for personal injury or property damage or other loss suffered by any person or entity except that resulting from its own negligence, and nothing in this Agreement shall be construed as creating an obligation to indemnify the other party against that party's own negligence.
3. Neither party may assign this Agreement without the other party's prior written consent, which shall not be unreasonably withheld.
4. Headquarters shall maintain records pertaining to this Agreement for a period of three (3) years from the date of final payment. Such records shall be subject to audit by MTSU.
5. Headquarters warrants that no fee has been nor shall be paid directly or indirectly to any officer or employee of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Headquarters in connection with this Agreement, except as may be provided herein.

Article 15 Confidentiality
The parties to this Agreement will treat this Agreement as confidential and will not, without prior written consent, publish, release or disclose or permit supplied to, obtained by, or which comes to the knowledge of each parties as a result of this agreement except insofar as such publication, release or disclosure is necessary to enable each party to fulfill their obligations under this Agreement. Notwithstanding the foregoing, the preceding confidentiality provision is subject to the requirements of law pertaining to disclosure of state records.

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

Confucius Institute Headquarters (HANBAN)
Chief Executive

Middle Tennessee State University
President

XU Lin
Date: 2015.8.10

Sidney A. McPhee
Date: 8-2-15
中国孔子学院总部与美国中田纳西州立大学
关于继续合作建设中田纳西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和友谊，根据《孔子学院章程》，中国孔子学院总部（以下简称总部）与中田纳西州立大学（以下简称中田州大）于 2009 年 9 月 30 日签署了中国孔子学院总部与中田纳西州立大学关于合作建设中田纳西州立大学孔子学院的协议，为期五年并已结项。现经双方协商，继续合作建设中田纳西州立大学孔子学院（以下简称学院）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学院过程中总部和中田纳西州立大学的权利和义务。

第二条 学院的性质
学院系非营利性教育机构。

第三条 执行机构
中田州大表示愿意继续与杭州师范大学进行合作。杭州师
范大学继续作为中方具体执行机构，与中田州大合作建设学院。
合作双方将就具体合作事宜另行签订补充协议。补充协议签署前须报总部审核。
总部义务：
1、授权中田州大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。
3、根据需要每年提供一定数额的项目运营经费。
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。
中田州大义务：
1、为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、为学院配备必要的行政人员（专职或兼职），并提供相关费用，为中方派遣人员提供必要的办公设施和协助。
3、协助中方派遣人员办理入境及居留手续。为中方派遣人员提供必要的生活便利帮助。
4、继续使用已在当地中国银行或总部认可的其他银行为学院开设的专门账户。
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。依据实际财政情况，中田州大所配备人员的工资及福利可以记为中田州大提供的项目经费。

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，中田州大不得以任何形式继续直接或间接使用和转让。
学院开展的有知识产权的具体项目，其知识产权由提供方拥有，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。协商不成的，按
照相关法律规定及国际惯例提交有管辖权的机构裁定。

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。本协议有效期为五年。任何一方如无延长本协议有效期意愿，必须在有效期截止前九十天书面通知对方，否则，本协议有效期在双方就资金及其它事项协商后自动延长五年。

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. 协议一方要求终止本协议，并且至少提前六个月书面通知对方。
2. 协议期限届满，双方无继续合作的意愿。
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。

除非在其它协议中有特别说明，本协议的解除不影响正在执行的协议、合同或项目。本协议解除时，中田州大应妥善安排学院学生及相关工作。

第十二条 争议的解决
双方在协议履行过程中若发生纠纷及争议，应本着友好的精神协商解决。协商未果的，可向有管辖权的法院提起诉讼。

第十三条 协议语言
本协议一式两份，分别以中、英文书写。双方各持中、英文本各一份，两种文本具有同等效力。

第十四条 其他事项
1. 双方任何个人及团体不得因为种族、宗教、信仰、肤色、性别、年龄、残疾、原住国，或退伍军人身份等原因歧视任何个人，包括但不限于：工作人员，求职者，学生等。
2. 对于任何个人以及团体受到的人员伤害，财产损失以及其他方面的损失，如非因为双方机构的疏忽，双方概不承担任何责任。本协议的任何条款均不可用来作为其中一方指责另一方疏忽的根据。
3. 任何一方在未经过另外方事先书面同意的情况下，不得单独转让该协议。也不得无故延迟书面同意以及协议的签订。
4. 总部方面有义务从最后拨款日期开始三年内保留关于该协议的各项财务记录。这些记录将被用于中田纳西州立大学
的审计。

5. 除非在此协议中另有说明，总部承诺不会直接或间接地以工资、补偿或礼物的形式提供经费给田纳西州的任何行政官员或职员作为交换让这些人员作为与此协议关联的执行官、代理人、雇员、转包人员或顾问。

第十五条 机密性

协议双方将视此协议为机密文本，未经对方书面许可，任何协议一方皆不可公布、披露或公开，或者允许他人公布、披露或公开与协议一方有关的获得的、获知的材料或信息，除非这些材料的公布、披露或公开是对于协议一方履行协议中所规定的义务来说是必要的。尽管有前述规定，中田纳西州立大学仍可依据田纳西州有关公开记录的法律公布本机密文本。

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
总干事

许琳
日期: 2015.8.10

中田纳西州立大学
校长

Sidney A. McPhee
日期: 8.2.15