RENEWAL OF AGREEMENT BETWEEN
CONFUCIUS INSTITUTE HEADQUARTERS OF CHINA
AND
THE CURATORS OF THE UNIVERSITY OF MISSOURI ON
BEHALF OF THE UNIVERSITY OF MISSOURI OF THE UNITED
STATES ON CO-DEVELOPMENT OF
CONFUCIUS INSTITUTE AT THE UNIVERSITY OF MISSOURI

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 University of Missouri ("MU") of the United States signed the initial agreement to establish the Confucius Institute at the University of Missouri in January 2011. Upon the end of five-year term, after collegial consultation, both parties hereby agree to renew the agreement on the Confucius Institute at the University of Missouri ("the Institute"), as follows:

Article 1 Purpose
The purpose of this agreement is to identify the rights and responsibilities of the Headquarters and the University of Missouri in the development and management of the Institute.
Article 2 Character
The Institute shall be a non-profit educational institution.

Article 3 Executive Institution
The University of Missouri is willing to continue collaborating with Shanghai Normal University. The Headquarters will authorize and appoint Shanghai Normal University to continue constructing the Confucius Institute with the University of Missouri as the Chinese executive institution. The two parties of cooperation will sign the 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 at the University of Missouri 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 Constitution 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 accept the assessment of the Headquarters on the teaching quality.

5. The Institute activities must be in accordance with the Constitution and By-laws, and also respect cultural custom to the extent permissible under applicable law, and shall not contravene the laws and regulations of the United States or China to the extent apply to the Institute’s operations at the University of Missouri.

6. The Institute draws up annual budget proposals and final financial accounts independently. The University of Missouri will be in charge of its daily operation and management; it should finally assume the sole responsibility for its profits or losses by charging language course fees and other programs.

Article 6 Obligations
The obligations of the Headquarters:

1. To authorize the University of Missouri to continue the use of the title "Confucius Institute", logos and institute emblems.

2. To provide teaching materials, course wares and other books according to the necessary, and to authorize the use of online courses.

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

4. Based on the needs of teaching at MU Confucius Institute, to send numbers of Chinese instructors and pay for their international round-trip airfares and salaries. The Chinese instructors will remain employees of Shanghai Normal University and the University of Missouri will have no obligation for payment of salaries or other benefits for the Chinese instructors.

The obligations of the University of Missouri

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 provide the related payment.

3. To assist the Chinese party on the visa application and residence procedures; to provide necessary working facilities and life conveniences for the Chinese instructors.

4. To open 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 fund to operate annual programs, which should not be less than the amount of fund provided by the Headquarters to support those programs.
Article 7 Intellectual Property

The Headquarters exclusively owns the title of “The Confucius Institute”, its related logo, and emblem as its exclusive intellectual property. The University of Missouri cannot continue applying or transfer the title, logo, and emblem in any form, either directly or indirectly, after this agreement has been terminated.

The University of Missouri retains exclusive ownership of its name, marks, logos, and emblems as its exclusive intellectual property. During the term of this Agreement, the Headquarter and MU Confucius Institute are allowed to use these logos to make announcement or brochures concerning the operation of the MU Confucius Institute.

Each party may contribute intellectual property, including intellectual property rights in teaching materials or other programs or processes, for use in the operation of the Institute. Each party grants a limited license for the use of such intellectual property solely for use in the operation of the Institute. No other license or other permission is granted for the use of such intellectual property during the term of this Agreement or after its termination unless specifically provided by separate agreement. If intellectual property is developed in the operation of the Institute, the parties will consult and reach agreement regarding the ownership of rights in such intellectual property. In the event of any dispute, the two parties should consult with each other to reach a mutually agreeable resolution or submit the dispute to the court or administrative body with jurisdiction to resolve the dispute under applicable laws and regulations.

Each party warrants that it has ownership or other appropriate rights for
use of any material, programs or processes that it contributes to the operation of the Institute. To the extent permitted by law and without waiver of any defense or immunity, each party agrees to defend and indemnify the other party against any third party claims that the use of such materials, programs, or processes infringes a third party’s intellectual property rights.

Article 8 Revision
With the consent of both parties, this Agreement may be revised during its term and any revisions will be made in writing, both in English and Chinese, and will take effect only if 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 during the 90 days before the end of the Agreement. The Agreement may be extended for additional five-year periods upon the written consent of both parties.

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 any of the following cases:
1. Either party may terminate this Agreement upon giving a written notice to the other party at least six months in advance of its intention to terminate.
2. The two parties have no aspiration of continued cooperation at the expiration of the term.
3. The two parties mutually agree that the Agreement cannot achieve the anticipated aim because of adverse change in conditions.
4. If the act of one party of the Agreement severely harms the image and reputation of the Confucius Institute.
5. In the event of force majeure as stated in Article 10.

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

Before the Agreement is terminated, the University of Missouri should make appropriate arrangements for students to complete courses in which they are currently enrolled or to make appropriate arrangements for alternative programs.

Article 12 Dispute Settlement
In the events of any dispute, the two parties should consult each other to reach a mutually agreeable resolution or submit the dispute to the court or administrative body with jurisdiction to resolve the dispute under applicable laws and regulations.
Article 13 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 effectiveness.

Article 14 Other Terms
Other matters not settled by this Agreement shall be solved through friendly, cooperative negotiations between the two parties.

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

None of the provisions of this Agreement shall confer rights or benefits as third party beneficiaries or otherwise upon any party that is not expressly a party to this Agreement, and the provisions of this Agreement shall not be enforceable by any such third party.

This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings between the parties.
The parties will remain independent entities. Nothing in this Agreement will create an employer-employee relationship or any form of legal entity or business enterprise between the parties. Nothing in this Agreement will permit either party to act as an agent for the other party.

This Agreement may not be assigned by either party without the other party's prior written consent.

All notices under this Agreement must be in writing and be delivered by express mail service or by certified mail (return receipt requested) to the address of a Party as set out below. Notices will be effective upon delivery (as evidenced by delivery receipt or equivalent document.)

The address of the Confucius Institute Headquarters: 129 Deshengmen Wai Street, Xicheng District, Beijing 100088, P. R. China.

The address of the University of Missouri: 105 Jesse Hall, University of Missouri, Columbia, MO 65211.

Lisa Wimmenauer, Associate Director  
Business Services  
Date: 2/18/2016

Confucius Institute  
Headquarters (HANBAN)  
Chief Executive

The University of Missouri  
Interim Chancellor

XU Lin  
Date: 2016.2.26

Henry C. Foley  
Date: 02/12/16