Renewal of the Agreement  
Between  
The Curators of the University of Missouri on behalf of the  
University of Missouri  
And  
Shanghai Normal University  
For the Confucius Institute  
At the University of Missouri

In accordance with the desire to achieve a well operated and sustainable Confucius Institute at the University of Missouri ("MUCI"), and in line with the "Renewal of Agreement between Confucius Institute Headquarters of China and 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", the University of Missouri ("MU") and Shanghai Normal University ("SHNU") hereby agree to renew the Agreement for the Confucius Institute at the University of Missouri.

I. Purpose of this Agreement
The purpose of this agreement is to guarantee the Confucius Institute to maintain its sustainable development and continue to serve the interests of both MU and SHNU, as well as define the rights and obligations of each party on developing the MUCI.

II. Board of Advisors
MUCI shall adopt a Director Responsibility System under the leadership of the Board of Advisors. SHNU and MU each shall recommend five members to the Board. The composition of the Board is as follows:

Chair: MU Chancellor or Vice-Chancellor/Provost  
Vice-Chair: SHNU President or Vice President

Members:  
1. Five members from MU  
   (1) Chancellor or Vice-Chancellor/Provost  
   (2) Director of MUCI, Asian Affairs Center & Missouri International Training Institute (Ex Officio)  
   (3) Superintendent, Columbia Public Schools, Missouri  
   (4) Coordinator of Chinese Studies Program
(5) Professor from College of Education

2. Five members from SHNU
   (1) President or Vice President
   (2) Director of the International Affairs Office
   (3) Director of the Department of Human Resources
   (4) Dean of the College of Humanities & Communications
   (5) Dean of the International College of Chinese Studies

III. Duties of the Board of Advisors
   1. To ensure the continued operation of MUCI.
   2. To formulate or approve the implementation plan based on items stipulated in
      ARTICLE 4 of the Renewal Agreement between Confucius Institute
      Headquarters and Curators of the University of Missouri.
   3. To formulate or approve the curriculum of the teaching programs run by
      MUCI.
   4. To formulate or approve the recruitment plan of all the programs run by
      MUCI.
   5. To formulate or approve the financial plan of MUCI.
   6. Other duties which have been listed in PARAGRAPH 2 ARTICLE 5 of the
      Renewal Agreement between Confucius Institute Headquarters and Curators
      of the University of Missouri.

IV. Mechanism of the Confucius Institute
   1. MUCI office, as is currently functioning at MU, is responsible for carrying out
      all the policies and decisions developed by the Board of Advisors. The Office
      consists of one to three secretaries/assistants.
   2. Organizing Board of Advisors meetings at least one time annually, to make
      key policies and decisions on the operation and development of MUCI, to
      examine and review the final annual report and financial report. The board
      meeting will be held either at MU or at SHNU as agreed upon at each annual
      Board meeting.
   3. Submitting MUCI’s annual plans and budget proposals to MU, Confucius
      Institute Headquarters, and SHNU in May each year.
   4. Discussing with Confucius Institute Headquarters, MU and SHNU, where
      necessary, on the solutions to problems or difficulties occurring during the
      operation of the Confucius Institute.

V. Obligations
   The obligations of SHNU:
   1. To provide one or two visiting scholars/instructors of Chinese language and
      culture each year.
   2. To suggest and/or, as appropriate, provide Chinese textbooks, reference
      materials, and audio-visual materials as needed.
3. To arrange for students study groups from MUCI courses, instructors to help them with their study and practice. The expenses incurred would not be covered by SHNU.

4. To recommend Chinese director, teachers and volunteers, and assist them with their travel and documentation procedures.

The obligations of MU:
1. To provide teaching venues (classrooms) for Chinese teaching and instruction and office space for SHNU instructors (with computers and equipment) to facilitate their work at the MUCI.
2. To provide housing with necessary facilities for SHNU instructors and teachers when they work at the MUCI.
3. To provide transportation to SHNU instructors and the related personnel between MU and the airport in St. Louis or Kansas City for their arrival in Missouri and return trip back to China.
4. To undertake the promotion of the programs run by MUCI.
5. To assist MUCI to organize various educational and cultural activities.

VI. Financial Arrangement
1. Funding for the MUCI can come from five sources:
   (1) Support from the Confucius Institute Headquarters;
   (2) Support from MU;
   (3) Support from SHNU;
   (4) Education fees from MUCI programs;
   (5) Donations from the community and other sources.
2. MUCI shall submit annual budget proposals and annual settlement report to the Confucius Institute Headquarters, MU and SHNU in the beginning of each academic year.
3. Incomes generated by the MUCI should be used to cover the programs and activities of MUCI.

VII. Term
The Agreement shall be in effect on the date when the two parties sign below. The Agreement shall have a period of five-year validity. Either party, if it wishes to terminate the Agreement must notify the other in writing six months before the end of the Agreement. The Agreement may be extended for additional five-year periods upon written consent of both parties.

VIII. 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 circumstances, 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.

IX. 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 mutually agree that they 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 MUCI.
5. In the event of force majeure as stated in Article 8.

The termination of this Agreement will not affect any other agreement, contract and programs 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.

X. Dispute Settlement
In the event of any dispute, the two parties should consult each other to reach a mutually agreed resolution or submit the dispute to the court or administrative body with jurisdiction to resolve the dispute under applicable laws and regulations.

XI. Agreement Language
This Agreement is written in both Chinese and English. Each version shall have the same effect. Each party shall keep the two versions for reference.

University of Missouri
Interim Chancellor

Shanghai Normal University
President

Henry “Hank” C. Foley
Date

Zhu Ziqiang
Date
中国上海师范大学

与

美国密苏里大学理事会

关于继续合作建设密苏里大学孔子学院的协议

为了美国密苏里大学孔子学院的健康运作和可持续发展，上海师范大学和密苏里大学在孔子学院总部和密苏里大学已经签订《关于继续合作建设密苏里大学孔子学院的协议》的基础上，现续签协议如下。

第一条 目的
本协议的目的在于保证密苏里大学孔子学院（以下简称孔子学院）持续稳定的发展，并继续服务于合作双方的利益，同时明确双方在继续合作建设孔子学院过程中的权利和义务。

第二条 理事会
孔子学院实行理事会领导下的院长负责制。理事会由密苏里大学和上海师范大学各自推荐5人组成。理事会构成如下：

理事长：密苏里大学校长或副校长
副理事长：上海师范大学校长或副校长
理事会成员：
1. 美方5人构成如下
   密苏里大学校长或副校长1人
   孔子学院美方院长或密苏里大学亚洲事务中心与国际
   培训班主任1人
   密苏里州哥伦比亚学区学监1人
   密苏里大学中文研究项目协调人1人
   密苏里大学教育学院教授1人

2. 中方5人构成如下
   上海师范大学校长或副校长1人
   上海师范大学国际交流处处长1人
   上海师范大学人事处处长1人
   上海师范大学人文与传播学院院长1人
   上海师范大学对外汉语学院院长1人

第三条 理事会职责
1. 确保孔子学院正常运转。
2. 制定或审定孔子学院总部和密苏里大学所续签协议
   第四条所规定业务的执行计划。
3. 为孔子学院所开设的各类教学项目制定或审定课程
   设置计划。
4. 制定或审定孔子学院各类项目的招生计划。
5. 制定或审定孔子学院的财务计划。
6. 孔子学院总部和密苏里大学理事会所续签协议第五条第二项所规定的其他职责内容。

第四条 孔子学院主要工作机制
1. 孔子学院办公室，按照现有职能，负责贯彻执行孔子学院理事会制定的全部政策和决定。该办公室设定秘书或助理1至3人。
2. 每年至少召开一次理事会，制定或通过有关孔子学院运转和发展的重大政策或决定，听取和审议孔子学院年度工作报告和财务报告。理事会周五苏里大学或上海师范大学召开，具体地点由上一年度理事会决定。
3. 每年五月向密苏里大学、孔子学院总部和上海师范大学提供年度工作计划和财务预算。
4. 当孔子学院运转中出现问题或困难时，如有必要，与孔子学院总部、密苏里大学和上海师范大学商讨解决办法。

第五条 协议双方义务
上海师范大学：
1. 每年提供1至2名高水平的中国语言和文化方面的访问学者或教师。
2. 根据需要，建议并（或）适当提供与中文教学有关的教科书、参考资料和视听材料。
3. 接待孔子学院的学生，并提供课程和指导教师，帮
助学生完成实习和学习任务。上海师大不承担由此而产生的费用。

4. 负责推荐中方院长、教师和志愿者，并协助办理相关出国任教手续。

密苏里大学：
1. 提供必要的场所用于教学和办公，每个办公室都配有计算机等必要的办公设施给在孔子学院工作的上海师大教师使用。
2. 为上海师大的教师和志愿者提供宿舍，宿舍配有必要的生活设施。
3. 负责派车到圣路易斯或者堪萨斯机场接送到任和离任的上海师范大学的教师和其他有关人员。
4. 承担孔子学院的各种办学项目的广告宣传工作。
5. 协助孔子学院组织各类教育和文化活动。

第六条 财务事务
1. 孔子学院的经费可以由以下五部分组成：
   1) 孔子学院总部的支持；
   2) 密苏里大学的支持；
   3) 上海师范大学的支持；
   4) 开办各种教学科目的学费收入；
   5) 当地社区及其他方面的捐款。
2. 每学年年初要向孔子学院总部、密苏里大学和上海师
范大学提供本年度财务预算报告和上年度财务结算报告。

3. 孔子学院的运营过程中所产生的收入主要用于孔子学院的业务支出以及与孔子学院有关的各种活动。

第七条 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六个月书面通知对方。否则，本协议有效期在双方书面同意的基础上将再延长五年。

第八条 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。

第九条 协议终止
有下列情况之一者的，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. 协议双方认为，履行该协议的条件已丧失，协议继
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和形象的行为。
5. 如第八条所述因不可抗力。

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。本协议解除时，密苏里大学应妥善安排孔子学院学生完成现有课程，或妥善安排其改选其他课程。

第十条 争议的解决

双方在协议履行过程中若发生纠纷及争议，应本着有好的精神协商。协商不成的，按照相关法律及规定提交法院或有关管理机构进行解决。

第十一条 协议语言

本协议书用中文和英文写就。两种文本具有同等效力。协议双方各持中英文文本各一份，以备查询。

上海师范大学
校长
朱自强
日期

密苏里大学
代理校长
Henry “Hank” C. Foley
日期