



RENEWAL OF AGREEMENT BETWEEN
CONFUCIUS INSTITUTE HEADQUARTERS OF CHINA
AND
GEORGE MASON UNIVERSITY
FAIRFAX, VIRGINIA USA
FOR THE CONTINUATION OF THE
CONFUCIUS INSTITUTE AT GEORGE MASON UNIVERSITY

This Renewal Agreement (“Agreement”), dated the 22nd day of October, 2018, (the “Effective Date”), is made by and between Confucius Institute Headquarters of China (“Headquarters”), located at 129 Deshengmenwai, Xicheng District, Beijing, China 100088, and George Mason University of FAIRFAX, VIRGINIA USA (“Mason”), an educational institution and agency of the Commonwealth of Virginia, located at 4400 University Drive, Fairfax, Virginia 22030-4444. Mason and Headquarters are referred to individually as “Party” and collectively as “Parties.”

WHEREAS, Mason and Headquarters entered into that certain Agreement dated October 22, 2008, and renewed pursuant to letters exchanged between the Parties on August 21st and 22nd, 2013, to establish and operate the Confucius Institute at George Mason University (the “Institute”) (collectively “Previous Agreement”); and

WHEREAS, the parties desire to continue the operations of the Institute in order to support and promote the development of Chinese language education and increase mutual understanding among people in China and the United States, as further stated herein.

1. Purpose

The purpose of this Agreement is to identify the rights and responsibilities of the Parties regarding the Institute.

2. Character

The Institute shall continue to be an Institute of Mason.

3. Executive Institution

Mason is desirous to continue collaborating with the Beijing Language and Culture University. The Beijing Language and Culture University will continue to collaborate with and support the Institute with Mason and the Beijing Language and Culture University will sign supplementary agreement(s) on the details of cooperation during the operation of the Institute. If Beijing Language and Culture University is determined by Headquarters or Mason to have failed to perform its responsibilities, Beijing Language and Culture University may be replaced by another Chinese institution by mutual written agreement of Mason and Headquarters. Such agreement shall be memorialized in a new supplementary agreement.

4. Cooperation

The Parties acknowledge that there shall be an Advisory Board of the Confucius Institute at Mason. The mission of the Advisory Board shall be to provide recommendations for the overall management of the Institute, including reviewing program plans, budgets and financial reports.

The Advisory Board shall meet at least once a year. The meeting will be held by Mason and the Chinese institution in turn. A quorum shall consist of no less than three-fifths of the number of members appointed, provided always that one member of the Advisory Board from each party is present. All issues before the Advisory Board shall be voted and decided by at least three-fourths consensus. Minutes of the meetings shall be kept in writing and made available following the meetings.

The Advisory Board shall make available at least annually (and more often if required by agreement between the Parties) an updated report of their recommendations regarding the activities of and plans for the Confucius Institute at Mason.

5. Scope of Activities

The Institute may carry out the following activities:

- a. Teaching non-credit Chinese language courses and providing Chinese language teaching resources;
- b. Training Chinese language instructors;
- c. Administering the HSK examination (Chinese Proficiency Test) and tests for the Certification of Chinese Language teachers;
- d. Conducting language and cultural exchange activities;
- e. Other activities as agreed in writing by the Parties.

Headquarters acknowledges that Mason, through its administration and faculty, has the right to select all Institute personnel and determine all Institute programs, activities and initiatives.

6. Duties of Headquarters

- a. Authorize the use of the title "Confucius Institute", logos and Institute emblems.
- b. Provide teaching materials and courseware for review and prospective adoption and use by Mason;
- c. Provide funds annually to fund Institute programs including expenses for Chinese Instructors;
- d. Recommend and provide Chinese instructors based on Institute requirements and upon selection and approval by Mason.

7. Duties of Mason

- a. Provide office space and appropriate sites for teaching and other activities of the Institute.
- b. Provide necessary administrative personnel for the Institute.
- c. Maintain a separate account for the Institute and submit financial university reports of Confucius Institute to Headquarters annually and upon request.
- d. Assist Institute personnel on the visa application and residence procedures.

8. Financial Support

The Institute will be jointly funded by Mason and the Headquarters. The Institute determines its budget and financial accounts independently. It is anticipated that the Institute may generate revenue by charging for language courses and other programs.

9. Intellectual property

The Headquarters exclusively owns the title of "The Confucius Institute" and hereby grants Mason a license to use the "The Confucius Institute" in furtherance of the Institute. Such license shall terminate upon termination of this Agreement. Mason is the exclusive owner of the trademark "George Mason University." Headquarters shall not use the name or any trademark of Mason without prior written permission of Mason, no less than 10 days in advance of such use.

10. Revision

With the consent of both parties, this Agreement may be revised during its implementation. Any and all revisions will be made in writing, in both English and Chinese.

11. Term and Termination

This Agreement shall be for a period of five (5) years commencing on the Effective Date. Either party may terminate this Agreement upon six months written notice to the other party.

12. 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 that renders the performance of this agreement impossible. In the event of any such circumstance, the party under the situation shall inform the other party that the program may be delayed or terminated.

13. Dispute Settlement

In the event of any dispute, the two parties should consult each other in a friendly manner.

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. In case of discrepancy, the English version shall prevail.

15. Academic Freedom. The Parties agree to observe and respect the commonly accepted principles of academic freedom.

16. Applicable Law. Activities of the Confucius Institute of George Mason University shall comply with all applicable laws and Mason policies.

17. Freedom of Information Act. As an institute of George Mason University, the records of the Confucius Institute at Mason are subject to Virginia's Freedom of Information Act. This Agreement and other Institute documents are public documents and may be posted on the website of George Mason University and the Confucius Institute at Mason.

18. Other Terms

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

SIGNED:

Confucius Institute Headquarters
Deputy Chief Executive

George Mason University
President

Ma Jianfei
Date:

Ángel Cabrera
Date: 10/31/2018