MEMORANDUM OF AGREEMENT

By and between

GEORGE MASON UNIVERSITY and

BEIJING LANGUAGE AND CULTURE UNIVERSITY

THIS MEMORANDUM OF AGREEMENT ("MOU"), dated this 22nd day of October, 2018, (the "Effective Date"), is made by and between George Mason University (the "University"), an educational institution and agency of the Commonwealth of Virginia, located at 4400 University Drive, Fairfax, VA 22030 and Beijing Language and Culture University ("BLCU"), located at 15 Xueyuan Road, Haidian District, Beijing 100083, People’s Republic of China. The University and Organization are referred to individually as "Party" and collectively as "Parties."

WHEREAS, 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 between the peoples of China and the United States, the Confucius Institute Headquarters of China ("Headquarters") and George Mason University for the Continuation of the Confucius Institute at George Mason University signed an MOU under which certain renewal of agreement between Confucius Institute Headquarters of China and George Mason University for the Continuation of the Confucius Institute at George Mason University dated October 22, 2018 ("Renewal Agreement" attached as Appendix A and incorporated herein by reference) with the purpose of identifying the rights and responsibilities in the operation of the Confucius Institute at Mason. The Renewal Agreement contemplated that there would be certain supplementary agreements to implement its goals and objectives and accordingly, BLCU and Mason enter into this MOU.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and benefits hereunder and other good and valuable consideration, the Parties mutually agree to all of the following:

Article One: Principle for Cooperation

BLCU and Mason will abide by the Renewal Agreement between the Confucius Institute Headquarters and George Mason University for the renewal of the Confucius Institute at Mason in the spirit of cooperation and good will.

Article Two: Management Structure of the Confucius Institute at Mason

2.1 The Parties shall establish an Advisory Board of the Confucius Institute at Mason.

The mission of the Advisory Board is 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 the two Parties 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 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 to each Party following the meetings. The Minutes of the Advisory Board shall be publicly available.

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

The membership of the Advisory Board shall be comprised of the following members:

- Chairperson from Mason (Representative for the Mason President)
- Chairperson from BLCU (President, BLCU or their Representative)
- Vice chairperson from Mason (Appointed by the Mason President)
- Vice chairperson from BLCU (Appointed by the BLCU President)
- Two members appointed by Mason
- Two members appointed by BLCU
- Ex-officio, the Confucius Institute Director from Mason
- Ex-officio, Resident Confucius Institute Director from BLCU

Terms of appointments for the four members from Mason and BLCU and others not designated by specific offices above shall be three years and those members may only serve two successive terms.

2.2 Management of the Confucius Institute

The Confucius Institute at Mason shall have two Directors, the Director of the Confucius Institute from Mason and the Resident Director of Confucius Institute from BLCU. The term period for each Director shall be determined by the respective Party. A change of Director shall be reported to the Board and the Headquarters.

The Confucius Institute at Mason Director from Mason shall annually report to the Board regarding the following: Institute programs and program plans including non-credit language classes and other associated teaching and cultural activities, office administration, fiscal and personnel management and other matters concerning the programs, activities and initiatives of the Confucius Institute at Mason.

2.3 Main Responsibilities of the Confucius Institute at Mason Director from Mason:

- Responsible for the overall administration and operations of the Confucius Institute at Mason;
- Responsible for publicity of the Confucius Institute at Mason;
- Responsible for student affairs at the Confucius Institute at Mason;
- Responsible for supervising the Confucius Institute at Mason office staff;
- Responsible for fiscal management of the Confucius Institute at Mason;
- Responsible for planning and overseeing Confucius Institute at Mason programs, activities and initiatives;
- Responsible for maintaining office hours at the Confucius Institute at Mason, as appropriate;
- Approving the hiring of any and all staff for the Confucius Institute at Mason.

2.4 Main Responsibilities of the Resident Confucius Institute Director from BLCU:

- Responsible for providing curriculum plans for non-credit courses, arrangement for instructors, textbooks selection, and assessment all subject to prior approval by the Confucius Institute at Mason Director from Mason;
- Responsible for overseeing and coordinating all BLCU provided teachers and staff;
- Responsible for communications with BLCU;
- Responsible for collaborating with and assisting the Confucius Institute at Mason Director from Mason.

Article Three: Obligations of the Parties

3.1 Obligations of Mason
- Providing space for teaching and cultural activities, as well as the necessary furnishings, facilities, and equipment;
- Identifying one coordinator and one assistant for the Confucius Institute at Mason;
- Providing fiscal transaction support and services;
- Arranging academic exchanges between China and Mason; supporting other projects under "the Obligation of the Confucius Institute".

3.2 Obligations of BLCU
- Providing teachers for Confucius Institute at Mason on request, including the BLCU Resident Director, for review and approval by the Confucius Institute at Mason Director from Mason;
- Facilitating the effective communication with the Confucius Institute Headquarters;
- Carrying out projects related to BLCU in the item on the "the Obligation of the Confucius Institute" (See Article 4 Operations of the Confucius Institute).

Article Four: Operations of the Confucius Institute

4.1 BLCU Teachers.

The work for BLCU teachers is managed by the Resident Confucius Institute Director from BLCU. Besides the teaching assignments, teachers must finish related work according to the Confucius Institute at Mason's work plan(s), and have at least six (6) office hours per week
at the Confucius Institute at Mason office. The teaching and other activities engaged by BLCU. Teachers should be at least regularly 35-40 hours per week.

4.2 Accounting

All the revenue of the Confucius Institute at Mason shall be kept at the Confucius Institute at Mason to be used to cover operation expenses. Institute expenses shall be overseen by the Confucius Institute at Mason Director from Mason with consultation from the Resident Confucius Institute Director from BLCU. All expenditures shall be properly reported to BLCU and Headquarters according to Mason accounting and finance policies.

4.3 Institute Activities

- Developing and offering non-credit Chinese language, culture, and other courses and associated activities related to China.
- Maintaining a Confucius Institute at Mason Resource Center and Reading Room. This Resource Center and Reading Room shall provide multimedia materials and other information about Chinese language and culture to Mason faculty, staff, and students, as well as non-university communities.
- Cooperating with area school districts, upon request, to provide teacher professional development.
- Providing training and enrichment opportunities related to Chinese language and culture.
- Hosting the HSK (Hanyu Shuiping Kaoshi) and YCT (Youth Chinese Test) Chinese proficiency tests and granting certificates for qualified examinees.
- Mason administration and faculty has the ultimate right to approve and determine all Institute programs, teaching materials, activities and initiatives.

4.4 Authorities

The Confucius Institute at Mason is subject to all applicable, US federal and state laws and Mason policies.

Article Five: Versions and Term Period

This Agreement is signed in Chinese and English, and both versions shall have the same legal effect. In case of discrepancy, the English version shall prevail.

This Agreement comes into force upon the effective date of the Agreement and shall remain valid for five years at which time the Parties may negotiate a written renewal. Either Party may terminate this Agreement without cause upon providing written notice to the other Party no later than 90 days prior to the date of termination. If the Continuation Agreement between George Mason University and Confucius Institute Headquarters of China is terminated, so is this agreement.
Any unsettled issue is to be resolved through friendly consultation and negotiation. The Board will assess annually the execution of the Agreement and recommend amendments, if necessary, for review and approval by the Parties.

**Article Six: General**

a. Force Majeure. Neither Party will be responsible for any delay or failure in performance resulting from any cause beyond their control, including without limitation war, strikes, civil disturbances, and Acts of God.

b. Intellectual Property. The Parties will ensure that intellectual property rights are fully addressed and agreed upon consistent with Mason and BLCU policies and existing laws and regulations of the United States, prior to the initiation of each academic collaborative activity.

c. Export Control. The Parties understand that activities under this Agreement may be subject to applicable export control laws. Each Party shall be responsible for compliance with such laws.

d. Entire Agreement. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter herein, and supersedes all prior oral and written agreements. This Agreement can be modified or amended only by a writing signed by all of the Parties.

e. Publicity. Except as specifically provided for herein, neither Party shall use, in its external advertising, marketing programs, or promotional efforts, any data, name, insignia, trademarks, pictures or other representation of the other Party or its employees except on the specific written authorization in advance by the Party. All requests for authorization must be received in writing by no later than ten (10) days in advance of the use date.

f. Independent Contractors. The relationship of the Parties to each other is solely that of independent contractors. No Party shall be considered an employee, agent, partner or fiduciary of the other except for such purposes as may be specifically enumerated herein, nor shall anything contained in this Agreement be construed to create any partnership or joint venture between the Parties. Mason does not sponsor, endorse, or make any express or implied warranties for BLCU.

g. Assignment. Neither Party shall assign or otherwise transfer its rights or delegate its obligations under this Agreement without both Parties prior written consent. Any attempted assignment, transfer or delegation without such consent shall be void. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto.

h. Waiver. The failure of a Party to enforce any provision in this Agreement shall not be deemed to be a waiver of such right.
i. Nondiscrimination. Both Parties agree not to discriminate on any basis prohibited under state or federal law or Mason policy.

j. Authorized Signatures. The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.

k. Conflicts of Interest. No Mason employee may receive compensation from BLCU unless authorized by Mason in writing.

I. Sovereign Immunity. Nothing in this agreement shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia.

m. Third-Party Beneficiaries. No third party is entitled to rely on any of the representations, warranties and agreements of the Parties contained in this Agreement. No Party assumes any liability to any third party because of any reliance on the representations, warranties and agreements of the Parties contained in this Agreement.

n. FERPA. All student data shall be considered to be confidential and any release of information shall be in compliance with the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. §1232g; 34 CFR Part 99).

o. Notice. Any notice required by this Agreement shall be in writing and shall be deemed given when sent, postage prepaid, through the United States Postal Service by certified mail, return receipt, or when sent by internationally recognized overnight delivery service, or personally served upon the appropriate Party.

p. Approval. This Agreement is contingent upon the approval, if appropriate, of the Southern Association of Colleges and Schools' Commission on Colleges (SACSCOC) and/or the State Council of Higher Education for Virginia (SCHEV).

q. Academic Freedom. Both sides agree to observe and respect the commonly accepted principles of academic freedom.

r. 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.

s. Comprehensive Evaluation. The parties acknowledge Mason may request a comprehensive evaluation of the Confucius Institute by a team of academically qualified external reviewers on a periodic basis.

Appendix A: Renewal of Agreement between Confucius Institute Headquarters of China and George Mason University for the Continuation of the Confucius Institute at George Mason University dated October 22, 2018
WITNESS the following signatures of the Parties:

Beijing Language and Culture University
By: [Signature]
Name: LIU Li
Title: President
Date: October 22^{nd} 2018

George Mason University
By: [Signature]
Name: Ángel Cabrera
Title: President
Date: October 22^{nd} 2018