



**AGREEMENT BETWEEN**  
**CONFUCIUS INSTITUTE HEADQUARTERS OF CHINA**  
**AND**  
**PRAIRIE VIEW A&M UNIVERSITY OF THE UNITED STATES**  
**ON THE ESTABLISHMENT OF**  
**CONFUCIUS INSTITUTE AT PRAIRIE VIEW A&M**  
**UNIVERSITY**

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 Prairie View A&M University (PVAMU), for the establishment of Confucius Institute at Prairie View A&M University (the Institute), hereby agree as follows:

**Article 1 Purpose**

The purpose of this agreement is to identify the rights and responsibilities of the Headquarters and PVAMU in the establishment and management of the Institute.

**Article 2 Character**

The Institute shall be a not for profit or noncommercial educational institution.

### Article 3 Executive Institution

PVAMU is desirous of collaborating with Xi'an International Studies University. The Headquarters will authorize and appoint in written form Xi'an International Studies University to construct the Confucius Institute with PVAMU as the Chinese executive institution. The two parties of cooperation will sign an Amendment to this agreement on detailed matters of the cooperation. Any Amendment to this agreement should be audited by the Headquarters before signing.

The Institute must be launched within one year after this agreement is signed.

### Article 4 Scope of Activities

The Institute can serve the following activities according to the Constitution and By-laws, and the policies and regulations of PVAMU:

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 and PVAMU.

#### Article 5 Organization

1. The Institute at PVAMU shall adopt a Director Responsibility System setting forth the terms under which the director shall report to the Board of Directors.
2. The Board of Directors is formed with members nominated from Xi'an International Studies University and PVAMU 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, and management; fund raising; 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. Xi'an International Studies University and PVAMU shall appoint and dismiss their own members to the Board of Directors and the Director of the Institute.
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, and all the activities conducted under this agreement must be in accordance with the laws, rules, and regulations of the State of Texas and the United States and the Peoples' Republic of China.
6. The Institute draws up annual budget proposals and final financial accounts independently. PVAMU will be in charge of its daily operation

and management. PVAMU will also be responsible for the fiscal management of funds and assume the sole responsibility for its profits or losses by charging language course fees and fees for other programs.

## Article 6 Obligations

### 1. The obligations of the Headquarters:

(1) To authorize the use of the title “Confucius Institute”, logos and institute emblems.

(2) To provide teaching materials, coursewares and other books as necessary and to authorize the use of online courses. To provide 3,000 volumes of Chinese books, teaching materials, and audio-visual materials for the startup of the Institute.

(3) To provide \$150,000 start-up fund, and provide a set amount of annual fund according to needs.

(4) To send numbers of Chinese instructors based on the requirements of teaching, and pay for their air fares and salaries.

### 2. The obligations of PVAMU

(1) To provide a fixed office place and appropriate sites for teaching and other activities of the 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; to provide necessary working facilities and assistance in obtaining or securing life conveniences for the Chinese instructors.

(3) To provide reasonable assistance to the Chinese party in processing visa applications and locating a home for the Chinese Instructors.

(4) To open the special account for the Confucius Institute in a local 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.

#### Article 7. Financial Support

Based on its approval of the budget submitted by PVAMU, the Headquarters will provide a fixed-price payment of \$150,000.00 to PVAMU to support the institute for the first year of the Institute. Additional funding shall be mutually agreed upon by the parties based on a proposed budget for the subsequent year, submitted to the Headquarters annually by PVAMU.

### Article 8 Intellectual Property

The Headquarters exclusively owns the title of "The Confucius Institute", its related logo, and emblem as its exclusive intellectual property. PVAMU cannot continue use or transfer of the title, logo, and emblem in any form, either directly or indirectly, once this agreement has been terminated. The Headquarters shall not use the name of PVAMU, and the names of PVAMU employees, only in advertising, or promotional and sales literature to promote the Confucius Institute at PVAMU, in accordance with its goals and policies.

### Article 9 Revision

With the consent of both parties, this Agreement may be revised during its term. All revisions will be made in writing, both in English and Chinese, and will take effect as signed by authorized representatives of the parties.

### Article 10 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.

## Article 11 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 12 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 Headquarters and PVAMU mutually agree to dissolve the Institute at the expiration of the term.
3. The Agreement cannot be executed or the goals of the Institute cannot be achieved.
4. If the act of one party of the Agreement severely harms the image and reputation of the other party.
5. The Agreement cannot go through because of force majeure.

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

Before the Agreement is terminated, PVAMU should be responsible to make appropriate arrangements for the enrolled students, and other

obligations relating to the operation of the Institute.

#### Article 13. Independent Contractor

For the purposes of this Agreement and all activities conducted hereunder, the parties shall be, and shall be deemed to be, independent contractors and not agents of employees of the other party. Neither party shall have authority to make any statement, representations or commitments of any kind, or to take any action which shall be binding on the other party, except as may be explicitly provided for herein or authorized in writing.

#### Article 14. Severability

If any of the provisions of this Agreement or the application thereof to any person or circumstance, is rendered or declared illegal for any reason, or shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

#### Article 15 Dispute Settlement

In the events of any dispute, the two parties should consult each other and make a good faith attempt to informally resolve any disputes, or submit to non-binding mediation before a mediator mutually agreed by both parties. If mediation fails, each party may submit to the court of which this Agreement falls within the competence.

#### Article 16. Notices.



All notices or communications to either party by the other will be delivered personally or sent by express mail, postage prepaid, addressed to such party at the following respective addresses for each and will be deemed given on the date so delivered or so deposited in the mail unless otherwise provided herein.

Contact Information:

The Office of Chinese Language Council International

Confucius Institute Headquarters

Contact Name: Huo Fuhai

Division of Development and Planning

Prairie View A&M University(Primary)

Office of Academic Affairs

Address 1: P.O. Box 519, Mail Stop #1023

Address 2: Prairie View, TX 77446

Contact Name/ Phone number: Dr. James A. Wilson, Jr.  
936-261-2170

Contact Title: Associate Provost and Associate Vice President for  
Academic Affairs and the Director of The Honors Program

Prairie View A&M University (Secondary):

Office of Business Affairs

P.O. Box 519, Mail Stop #1300, Prairie View, TX 77446-0519

Tel: 936-261-2150

Fax: 936-261-2159

Web: <http://www.pvamu.edu/pages/1.asp>

Contact Name: Dr. Corey S. Bradford,

Contact title: Senior Vice President for Business Affairs

#### Article 17 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 18 Other Terms

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, Headquarters acknowledges that PVAMU is obligated to strictly comply with the Texas Public Information Act, GOVERNMENT CODE, Chapter 552 in responding to any request for public information pertaining to this Agreement.

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


Confucius Institute  
Headquarters (HANBAN)  
Deputy Chief Executive

Prairie View A&M University  
President



JING Wei

Date: 2012.7.3



George C. Wright

Date: July 3, 2013

Headquarters