

Draft Faculty Senate Resolution:

WHEREAS Educational Policy Committee has reported to Faculty Senate Steering Committee in a memorandum dated April 16th, 2020, on the renewal of the contract of the Confucius Institute at PSU, be it RESOLVED:

- 1) That at the next contract renewal, the Office of International Affairs (OIA) will notify Hanban before the deadline that it intends to renegotiate the contract so it will not renew automatically;
- 2) OIA will notify the Faculty Senate of when it begins negotiations and will actively involve the Faculty Senate and/or appropriate Faculty committees such as EPC;
- 3) PSU will monitor CI in the meanwhile and will provide opportunities for faculty to submit concerns before the next renewal.

To: Faculty Senate Steering Committee

From: Education Policy Committee

Date: April 16, 2020

RE: OAA/OIA response to Confucius Institute Memo

The Education Policy Committee would like to thank Executive Director of OIA Ron Witczak and Provost Jeffords for addressing the concerns raised by our February 6, 2020 memo on the Agreement between the Confucius Institute Headquarters of the People's Republic of China and Portland State University (PSU #694208).

The EPC appreciates the opportunity to review and to discuss the Statement for the Confucius Institute Headquarters, affirming that the English version of the Agreement is the official version, and the responses to our memo from General Counsel Cindy Starke.

After reviewing these responses, the EPC asks that they, along with our memo and the signed Agreement, be brought to the floor of the Faculty Senate for discussion.

Sincerely,

Arthur Hendrix

Alex Sager

Co-Chairs, Faculty Senate Education Policy Committee

TO: Faculty Senate Steering Committee
FROM: EPC
DATE: February 6, 2020
RE: Confucius Institute Contract and Faculty Governance

The Faculty Senate Education Policy Committee (EPC) is dismayed that the Administration has moved forward and signed the **Agreement between Confucius Institute Headquarters of the People's Republic of China and Portland State University PSU #694208** (henceforth **the Agreement**) without EPC or Faculty Senate review. The continued partnership between Portland State University and the Confucius Institute raises significant issues of shared governance, of educational policy, and of academic freedom.

The EPC has reviewed the signed version of the Confucius Institute contract and wishes to raise a number of issues concerning shared governance, the content of the contract, and academic freedom.

1. The **June 4, 2018 PSU Faculty Senate Resolution on the Renewal of PSU Confucius Institute** noted that the Confucius Institute never went through EPC review and stated in clause 4 that: "That there will be appropriate review by EPC and the Senate prior to signing and execution of the renewal agreement."

The contract was signed on December 2, 2019, but the EPC did not see the revised contract until December 3. The signature of the CI contract prior to review by EPC is a violation of shared governance.

2. Article 5 - Organization of **the Agreement** states:

"7. The Institute at PSU's activities must be in accordance with the Constitution and By-laws, respect cultural custom, and shall not be contrary to applicable laws and regulations, both in the United States and China. In the event of conflict between the laws of the United States and the laws of China, the laws of the United States shall apply."

First, the EPC has serious concerns about the identification of two jurisdictions for the contract -- the United States and China. Institute activities carried out at Portland State University should not be bound by applicable laws and regulations of China.

From a legal perspective, we are comfortable that US law takes precedence. US law includes state and federal statutes and regulations, as well as the United States Constitution, as interpreted by US Courts. I believe this final sentence was added at PSU's request.

Second, the article does not state the applicable laws and regulations, so it is unclear what is meant.

The phrase “applicable laws and regulations” is common, even routine, in legal agreements, as it’s generally impossible to predict all of the relevant laws that might come into play in running an organization or institution, and it would be next to impossible to list them all. This would include employment laws, privacy laws, intellectual property, and many others. Critically, in all cases, US law takes precedence.

We also note that we assume that “Constitution” refers to the “Constitution of the Portland State University Faculty” and “By-laws” refer to Portland State University Faculty Senate By-laws. If so, this should be stated explicitly in the contract.

I agree with this – the language is ambiguous. I understand this provision was carried over from the prior contract. I’m not sure this merits an amendment, but it should be cleaned up if this agreement is ever renewed.

The reference to “cultural custom” is also troublingly vague and capacious.

I agree it is vague, but for that reason I don’t find it troubling because that vagueness makes it virtually unenforceable.

3. Article 8 - Revision of **the Agreement** states:

“With the consent of both parties, this Agreement may be revised during its implementation and any revisions will be made in a written amendment to this Agreement, both in English and Chinese. Such amendment will take effect when signed by authorized representatives of both parties. Each party shall have a version in each language. Each version shall be of equal legal weight and authority as the other.”

Article 13 of **the Agreement** states:

“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.”

The EPC is troubled that there are two versions of the contract, one in English and one in Chinese, which are each intended to have equal legal weight and authority. Standard practice is to designate the language for the contract and to provide a certified translation to ensure that both parties share a common understanding of its content.

Furthermore, the EPC has not been able to review the Chinese version of the contract, so we have not ascertained whether its content is similar to the English language version.

I believe this concern has been addressed by the letter Ron obtained from the CI

Headquarters Chief Executive acknowledging that the English language version of the agreement is the official version.

4. The **June 4, 2018 PSU Faculty Senate resolution** stipulates that

“Portland State University has unilateral control, consistent with the principles of AAUP’s Statement on Government of Colleges and Universities, over all academic matters, including the recruitment of teachers, determination and oversight of curriculum and choice of texts...”

The EPC finds that the signed version of the contract does not meet this stipulation in the following sections.

9. Article 5 - Organization of **the Agreement** states:

“8. The Headquarters acknowledges that PSU and its faculty have the right to determine the content of the curriculum, the manner of instruction, and the choice of texts for all accredited and approved academic programs administered by PSU. PSU acknowledges that the Confucius Institute at PSU is not an accredited and approved academic program of PSU. PSU will afford all Confucius Institute

teachers with the same First Amendment rights and academic freedom rights as it affords to its own faculty.”

First, the EPC considers the statement that the Confucius Institute “is not an accredited and approved academic program of PSU” irrelevant to the core issues at stake, namely, the hiring of instructors and the offering of courses. The stipulation that PSU and its faculty have authority over “all accredited and approved academic programs” avoids the key issue: the Faculty Senate’s insistence that curriculum and instruction offered at Portland State University -- accredited and approved or not -- undergo scrutiny through appropriate procedures of shared governance.

Second, the June 4, 2018 PSU Faculty Senate resolution stipulates that “Portland State University affords Confucius Institute teachers First Amendment rights; the same academic freedom rights and the same collectively bargained protections afforded regular faculty members at Portland State University.”

The EPC is concerned that the Agreement does not provide any provisions for the meaningful enforcement of academic freedom rights and collectively bargained protections for Confucius Institute teachers.

This language represents a compromise between the requests made by Faculty Senate, what was within our legal authority, and what was acceptable by CI Headquarters. Ron worked hard to negotiate this concession with CI Headquarters. PSU does not have any legal authority to interfere with the employment relationship between CI and its employees.

5. **Article 6. 4. Responsibility of Parties, Responsibilities of Headquarters** states:

“5. To send Chinese instructors based on the requirements of teaching and pay for their international airfares, salaries, and other expenses. Individuals recommended by Headquarters shall have academic credentials acceptable to PSU.”

Article 6. 4. Responsibility of Parties, Responsibilities of the Institute at PSU states:

“7. Invite one Chinese Program Manager from China and one or more visiting faculty from the People’s Republic of China to perform educational services necessary to its mission and to the educational mission of PSU. Individuals recommended by Headquarters shall have academic credentials acceptable to PSU. PSU shall use its own personnel for programmatic and administrative support.”

The EPC notes that these articles allow Headquarters to unilaterally appoint faculty to

the Confucius Institute, subject only to meeting academic credentials acceptable to PSU. The EPC holds in contrast that faculty should instead be hired by the PSU Confucius Institute Director in accordance with PSU university regulations and procedures.

Given these concerns about **the Agreement**, the EPC makes the following recommendations:

- 1) We ask for Interim President Stephen Percy's signature be rescinded and that the Agreement not be enforced until items 2 through 4 are satisfactorily resolved.
- 2) That this memo and **the Agreement** are brought to the floor of the Faculty Senate for presentation and discussion.
- 3) That the administration establish transparent protocols to ensure that shared governance requirements are met, including signatures from relevant Faculty Senate committee chairs.
- 4) That the Chinese version of the contract be translated into English by a certified translator so that the EPC and the Faculty Senate can review it.



**AGREEMENT BETWEEN CONFUCIUS INSTITUTE HEADQUARTERS
OF THE PEOPLE'S REPUBLIC OF CHINA AND PORTLAND STATE
UNIVERSITY**

PSU #694208

In accordance with a desire to continue to promote cooperation in areas of mutual interest for the benefit of both institutions, Portland State University ("PSU") and the Confucius Institute Headquarters ("Headquarters") of the People's Republic of China (individually the "Party" and collectively the "Parties") hereby enter into this Agreement (the "Agreement") for continuing the operations of the Confucius Institute at PSU.

WHEREAS, the Headquarters, an initiative of the People's Republic of China, that seeks to support and foster teaching of Chinese language and culture internationally through affiliated Confucius Institutes, has undertaken to establish Confucius Institute in various locations through the U.S.; and,

WHEREAS, the Office of International Affairs ("OIA") at PSU shares with Headquarters a desire to promote educational exchange and cooperation between the United States of America and the People's Republic of China; and

WHEREAS, PSU strives to advance the global literacy of its students and of the community at large; and,

WHEREAS, in keeping with these purposes and with support from Headquarters pursuant to an agreement between the Parties, PSU established a Confucius Institute ("Confucius Institute at PSU" or "The Institute at PSU") in 2007, which participates in China's Confucius Institute initiative; and,

WHEREAS, the original agreement for the establishment and operation of The Institute at PSU was established January 19, 2007 with subsequent renewal negotiations starting in February 2014 and February 2019; and,

WHEREAS, PSU and Headquarters desire to enter into a new agreement for continuing the operation of The Institute at PSU.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Headquarters and PSU agree as follows:

Article 1 - Purpose

The purpose of this Agreement is to identify the rights and responsibilities of Headquarters and PSU in the development and management of The Institute at PSU.

Article 2 -Character

The Institute at PSU shall be a non-profit educational institution.

Article 3 - Executive Institution

PSU will cooperate with Soochow University (Soochow) in China, as the Chinese executive institution. Soochow will collaborate with the Confucius Institute at PSU.

Article 4 - Scope of Activities

The Institute at PSU shall provide the following activities:

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 and culture;
5. Conducting language and cultural exchange activities;
6. Other activities as approved and funded by the Parties and set out in an amendment to this Agreement that is signed by both parties.
7. PSU, in conjunction with The Institute at PSU, will coordinate the payments to the affiliated Confucius Classrooms (CC) and shall submit budget proposals for each CC to Headquarters. After receiving budget proposals from PSU for each CC, Headquarters shall approve funding of up to \$10,000.00 per year per CC for each CC to use for their Chinese language programs and related activities and events. Headquarters will transfer approved funding to PSU. PSU agrees to set up an agency account to fund the CC's. All rules and regulations of PSU will be adhered to with respect to handling of such funds.
8. The Parties understand that the funds received from the Headquarters for Confucius Institute are subject to the mandatory PSU overhead charge. PSU shall notify Headquarters of the overhead charge rate on an annual basis.

9. Article 5 - Organization

1. The Institute at PSU shall have a Board of Directors (“The CIPSU Board of Directors”), which shall serve as the decision-making body regarding programming of events that seek Headquarters funding. The CIPSU Board of Directors will serve as an advisory board to the Executive Director of OIA regarding the directorship of The Institute at PSU. The Board shall consist of 6-10 members who will be representatives of PSU, local educational, community, and business groups with strong interests in China and shall be appointed for terms of two (2) years. The CIPSU Board of Directors shall provide input on the following:

- formulating development plans for The Institute at PSU;
- significant issues including teaching, research and management;
- fund raising;
- appointing and dismissing the director of The Institute at PSU;
- examining and approving the budget proposal and final financial accounts of The Institute at PSU; and,
- reporting to the Parties on the management status and other significant issues.

2. Upon receiving recommendations from The CIPSU Board of Directors, PSU shall adopt a Director Responsibility System, which will set forth guidelines relevant to the directorship of The Institute at PSU. Subject to applicable PSU policies, PSU will hire a director of The Institute at PSU (the “Director”) who shall be based at PSU and shall undertake the day-by-day academic, financial, personnel, facilities and support administration of The Institute at PSU. The Director shall be a PSU employee and be appointed by PSU for a term of 3 years (renewable). The performance of The Institute at PSU Director shall be reviewed annually by the Executive Director of the OIA.

3. The Confucius Institute at PSU shall be located within OIA. It shall have the status of a non-credit entity and be operated in accordance with policies and procedures applicable to institutes and centers at PSU generally. Overall authority for management and operation of The Institute at PSU shall be the responsibility of the Executive Director of OIA.

4. PSU shall maintain the funds and expenditure records for The Institute in a university account that is separate from all of its other accounts. The Institute at PSU will independently establish annual budget proposals and prepare final financial accounts. The Institute at PSU will be in charge of its daily operations and management. It shall assume the sole responsibility for its profits or losses and shall balance its accounts by charging fees for language courses and other programs.

5. The Chinese partner university (Soochow University) shall appoint multiple members to the Board of Directors. In addition, a Joint Management Committee (JMC) exists and consist of two members from PSU (typically these are the two Directors at the PSU Confucius Institute, or higher level administrators, such as the Provost and Executive Director of the Office of

International Affairs) and two members from Soochow University. The JMC will endeavor to meet at least once a year to work on strategy, programming ideas, budget and other high leveler administrative issues.

6. The Institute at PSU shall allow Headquarters to evaluate/assess the quality of teaching at The Institute at PSU.

7. The Institute at PSU's activities must be in accordance with the Constitution and By-laws, respect cultural custom, and shall not be contrary to applicable laws and regulations, both in the United States and China. In the event of conflict between the laws of the United States and the laws of China, the laws of the United States shall apply.

8. The Headquarters acknowledges that PSU and its faculty have the right to determine the content of the curriculum, the manner of instruction, and the choice of texts for all accredited and approved academic programs administered by PSU. PSU acknowledges that the Confucius Institute at PSU is not an accredited and approved academic program of PSU. PSU will afford all Confucius Institute teachers with the same First Amendment rights and academic freedom rights as it affords to its own faculty.

Article 6 -Responsibilities of the Parties

Responsibilities of Headquarters:

1.To authorize The Institute at PSU to continue the use of the title "The Institute", as well as its logos and institute emblems.

2.Recommend teaching materials, courseware, and other books according to the needs of the CI and authorize the use of online courses.

3.To provide a set amount of annual funds determined by the Headquarters Division in charge of US Confucius Institute affairs, the Headquarters' Finance Division and also determined by Headquarters' assessment of each event and activity The Institute at PSU holds.

4.To send Chinese instructors based on the requirements of teaching and pay for their international airfares, salaries, and other expenses. Individuals recommended by Headquarters shall have academic credentials acceptable to PSU.

Responsibilities of PSU:

1. To provide a fixed office place and appropriate sites for teaching and other activities of The Institute at PSU; equipped with office and teaching facilities, and with responsibility for the setting, management and maintenance.

2.To provide administrative personnel (full time or part-time).

3.To assist Headquarters with the necessary visa documentation needed to bring in visiting Chinese instructors to assist the work of The Institute at PSU. All expenses for the visiting Chinese instructor shall be the responsibility of Headquarters and/or the incoming instructor.

4.To provide in-kind support, which should have a value not less than the amount provided by Headquarters.

Responsibilities of the Institute of PSU

During the term of this Agreement, The Institute at PSU will provide the following educational resources and services:

1. Events and outreach (in cooperation with other civic organizations as appropriate) on Chinese language, culture, history, politics, economics, sociology, philosophy and allied areas of scholarship and interest.

2. Outreach to Portland Public Schools, to include:

- a. short-term training programs for primary and secondary teachers;
- b. advice and support for local Chinese language teachers;
- c. making available Chinese language teaching materials for teachers and students of Chinese in the Portland region;

3. Development of Chinese language and culture studies at PSU;

4. Chinese language and culture courses;

5. Hosting the Chinese Language Level Test (HSK, YCT, BCT).

6. In conjunction with OIA, developing and promoting curricula for study abroad programs in China.

7. Invite one Chinese Program Manager from China and one or more visiting faculty from the People's Republic of China to perform educational services necessary to its mission and to the educational mission of PSU. Individuals recommended by Headquarters shall have academic credentials acceptable to PSU. PSU shall use its own personnel for programmatic and administrative support.

Responsibilities of the Office of International Affairs

1. During the term of this Agreement, OIA shall contribute to the operation and support of The Institute at PSU by providing the following:

- Necessary office and classroom facilities;
- Necessary teaching equipment;

- Customary operating supplies;
- Customary administrative services, including clerical support;
- Appointment and payment for local part time instructors at such time as the success of The Institute at PSU's teaching and training programs warrant additional faculty, and subject to further written agreement between the Parties;
- Assist the visiting scholar described in Headquarters' responsibilities described above, to obtain necessary non-immigrant visa for entry into the United States.

2. The Institute at PSU, through OIA, shall be authorized by PSU to charge fees at a PSU-approved self-support rate for non-credit courses. Any funds generated will be earmarked for programs that advance knowledge in the region of Chinese cultures and that meet the overall education mission of PSU.

3. The evaluation of The Institute at PSU shall be conducted by OIA on an annual basis and the results shall be shared with Headquarters.

Article 7 - Intellectual Property

Headquarters exclusively owns the title of "The Confucius Institute", its related logo, and emblem as its exclusive intellectual property. PSU cannot use, apply or transfer the title, logo, and emblem in any form, either directly or indirectly, after this Agreement has been terminated.

Each Party shall retain all right, title and interest in any and all of its Intellectual Property used in Confucius Institute activities. If Intellectual Property is jointly developed by the Parties, such Intellectual Property shall be jointly owned by the Parties unless otherwise agreed in writing. The respective interests of the Parties and the Parties' employees in intellectual property resulting from the activities of The Institute at PSU shall be determined by PSU Intellectual Property Policies and Guidelines.

Article 8 - Revision

With the consent of both parties, this Agreement may be revised during its implementation and any revisions will be made in a written amendment to this Agreement, both in English and Chinese. Such amendment will take effect when signed by authorized representatives of both Parties. Each party shall have a version in each language. Each version shall be of equal legal weight and authority as the other.

Article 9 - Term

The Agreement shall be in effect on the date when both Parties have signed 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 90 (ninety) days prior to the end of the Agreement, otherwise it will automatically be extended for another 5 years.

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 regulations 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 terminate, and duly take the effective measures to mitigate the loss of the other party.

Neither Party shall be responsible for any failure or delay in the performance of any obligation imposed upon it hereunder nor shall such failure or delay be deemed to be a breach of this Agreement if such failure or delay is due to circumstances of any nature whatsoever which are not within its immediate control and are not preventable by reasonable diligence on its part.

Article 11 - Termination

This Agreement may be terminated in one or more 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 two parties have no intent to continue the collaboration upon expiration of the initial term or ensuing terms.
3. The two parties agree that the intent of the Agreement cannot be fulfilled. If the actions or negligence of one party of the Agreement is determined by one or both parties to have severely harmed the image and reputation of The Institute at PSU.
4. The Agreement must be terminated due to force majeure with an unforeseeable conclusion.

The termination of the Agreement shall not affect any other agreements, contracts and/or programs between the Parties.

Before the Agreement is terminated, the Parties shall endeavor to make appropriate arrangements for the enrolled program students and other works so as not to interrupt or delay any students' program completion and/or delay or dismantle other works of The Institute at PSU.

Article 12 - Dispute Settlement

Should any disputed arise, the two parties shall work together to resolve the issue(s) through friendly and cooperative negotiations.

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 -Confidentiality of Agreement

The parties to this Agreement will treat this Agreement as confidential and will not, without prior written consent, publish, release or disclose or permit publication, release or disclosure without the written permission of both 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. The above notwithstanding, PSU's obligations under this Agreement are at all times subject to the limitations and conditions of the Oregon Public Records Law ORS 192.410 – 192.505.

Article 15 - PSU Standard Terms and Conditions

1. Confidentiality of Student Records

Subject to Oregon Public Records Law and any other Oregon or United States federal laws, PSU agrees that it will make reasonable efforts to maintain the confidentiality of any Confidential Information received from the Headquarters and shall not use such Confidential Information except in performing its obligations pursuant to the Agreement.

Subject to the laws of the Peoples Republic of China, Headquarters agrees that it will make reasonable efforts to maintain the confidentiality of any Confidential Information received from PSU and shall not use such Confidential Information except in performing its obligations pursuant to the Agreement.

Under State and U.S. federal laws protecting the privacy of student education records, PSU may not, in most instances, disclose education records of students enrolled at PSU to Headquarters without the student's written permission. Any request for education records of students enrolled at PSU from Headquarters shall be directed to PSU officials in OIA who can determine if records can be disclosed.

Headquarters acknowledges that student records are protected by the Family Education Rights and Privacy Act of 1974, 20 USC 1232g ("FERPA"). Headquarters is a "school official" as defined in PSU's Student Records Policy and Headquarters's handling of student information will comply with FERPA and with the PSU's Student Records Policy.

Headquarters is aware of and will comply with the limitations on the use and re-disclosure of personally identifiable information from education records as set forth in FERPA (34 CFR 99.33(a)(2)). Contractor agrees to hold education records in strict confidence. Headquarters will not use or disclose information from student records received from or on behalf of PSU except as permitted or required by this Agreement, as required by law, or as otherwise authorized in

writing by PSU. Headquarters agrees not to use information from education records for any purpose other than the purpose for which disclosure was made.

Headquarters shall comply with the Information Safeguards Rule (the "Safeguards Rule") as set forth in 16 CFR Part 314 – Standards for Safeguarding Customer Information of the federal regulations implementing the Gramm Leach Bliley Act ("GLBA"). Headquarters shall develop, implement, maintain and use appropriate administrative, technical and physical safeguards to preserve the confidentiality, integrity and availability of all customer information (as defined in the Safeguards Rule) regarding PSU's students, which is disclosed to or accessed, maintained, or transmitted by Headquarters.

Headquarters will, within one day of discovery, report to PSU any use or disclosure of education records or customer information relating to PSU students not authorized by this Agreement or in writing by PSU. Such notice shall identify: (1) the nature of the unauthorized use or disclosure, (2) the information that was used or disclosed, (3) who made the unauthorized use or received the unauthorized disclosure, (4) what Headquarters has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (5) what corrective action Headquarters has taken will undertake to prevent future similar unauthorized use or disclosure. Headquarters shall provide such other information, including a written report, as reasonably required by PSU.

2. Merger Clause

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Headquarters and PSU, by the signature of their authorized representatives hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

3. Waiver

No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties. Such waiver, consent, modification, or change if made shall be effective only in the specific instance and for the specific purpose given. The failure of PSU or Headquarters to enforce any provision of this Agreement shall not constitute a waiver by PSU or Headquarters of that or any other provision.

4. Severability

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be

construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

5. Compliance with Law

The Parties shall comply with all federal, state and local laws, codes, regulations, and ordinances applicable to this Agreement.

6. No Third Party Beneficiaries

Headquarters and PSU are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

Article 16 - Effective Date


This Agreement shall be effective on February 13, 2019.

PORTLAND STATE UNIVERSITY

CONFUCIUS INSTITUTE
HEADQUARTERS

INTERIM PRESIDENT

DEPUTY CHIEF EXECUTIVE



STEPHEN PERCY



MA JIANFEI

Date: 12-2-19

Date: 2019.11.18

DIRECTOR, CONTRACTING AND
PROCUREMENT SERVICES



KAREN THOMSON

Date: 11.18.19