AGREEMENT BETWEEN THE STATE OF OREGON, ACTING BY AND THROUGH THE STATE BOARD OF HIGHER EDUCATION, ON BEHALF OF PORTLAND STATE UNIVERSITY, AND THE OFFICE OF CHINESE LANGUAGE COUNCIL INTERNATIONAL OF THE PEOPLE’S REPUBLIC OF CHINA TO ESTABLISH THE CONFUCIUS INSTITUTE AT PORTLAND STATE UNIVERSITY

In accordance with a desire to promote cooperation in areas of mutual interest for the benefit of both institutions, the State of Oregon, acting by and through the State Board of Higher Education, on behalf of Portland State University (hereinafter referred to as PSU) and the Office of Chinese Language Council International (hereinafter referred to as Hanban) of the People’s Republic of China hereby enter into the following agreement to establish the Confucius Institute at PSU.

WHEREAS, the Hanban, 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 Institute for Asian Studies (IAS), an outreach unit of PSU, shares with Hanban 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 Hanban, PSU desires to establish and operate a Confucius Institute (“Confucius Institute at PSU”), which shall participate in China’s Confucius Institute initiative.

NOW THEREFORE, in consideration of the above Hanban and PSU agree as follows:

I. The Confucius Institute at Portland State University

In accordance with the rules and procedures of the State of Oregon and the Oregon State Board of Higher Education, PSU shall establish and maintain during the term of this Agreement an institute to be known as the Confucius Institute at PSU.
(2)

A. The Confucius Institute at PSU shall be a component unit within the IAS. It shall have the status of a non-degree granting 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 Confucius Institute at PSU shall be the responsibility of the Director of IAS.

B. The Confucius Institute at PSU will have an Executive Director. The Executive Director will be based at PSU and will undertake the day-by-day academic, financial, personnel, facilities and support administration of the Confucius Institute at PSU. The Executive Director will be appointed by PSU and be a PSU employee.

C. PSU shall maintain the funds and expenditure records for the Confucius Institute in a university account that is separate from all of its other accounts.

D. The Confucius Institute at PSU will have a Citizens Board consisting of 7-11 members. Members shall be drawn from the surrounding region and shall be appointed for terms of three (3) years. The Citizens Board shall be advisory to the Executive Director in general matters of development and direction.

E. The Confucius Institute at PSU will invite 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 Hanban will have academic credentials acceptable to PSU. In addition, PSU will use its own personnel for programmatic and administrative support.

II. Mission of the Confucius Institute of PSU

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

A. 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. These activities will be planned jointly and be integrated with other programs organized by the IAS;

B. Outreach to Portland Public Schools, to include:
   1. short-term training programs for primary and secondary teachers;
   2. advice and support for local Chinese language teachers;
   3. making available Chinese language teaching materials for teachers and students of Chinese in the Portland region

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

D. Chinese language and culture courses of a type and number to be determined;

E. Hosting the Hanyu Shuiping Kaoshi (HSK) Chinese Language Level Test when authorized;
F. In conjunction with PSU’s International Education office, developing and promoting curricula for study abroad programs in China.

III. Responsibilities of the Office of Chinese Language Council International (Hanban)

During the term of this Agreement, Hanban shall contribute to the operation and support of the Confucius Institute at PSU by providing the following services, personnel, funds and materials:

A. Upon the signing of this Agreement, Hanban shall provide PSU a start up contribution of Thirty-one Thousand six hundred thirty-one United States Dollars ($31,631). It shall be put towards:
   1. Initial promotion and publicity;
   2. An opening ceremony;
   3. The first year’s operating expenses;
   4. Fees associated with the use of University facilities for events;
B. Beginning with the opening of the Confucius Institute at PSU and every academic year thereafter, Hanban shall fund the complete salary, benefits, and travel expenses of at least one scholar from the People’s Republic of China to serve as a full-time faculty member in the Confucius Institute at PSU;
C. Upon the signing of this Agreement, Hanban shall provide PSU at least 3,000 individual items of teaching and study materials, being primarily books and recordings;
D. On a continuing basis, Hanban shall assist the Confucius Institute at PSU in the design of syllabi and training courses, and shall recommend teaching and study materials;
E. Sponsor the hosting of the Hanyu Shuiping Kaoshi at the Confucius Institute at PSU.

IV. Responsibilities of the IAS

During the term of this Agreement, the IAS shall contribute to the operation and support of the Confucius Institute at PSU by providing the following facilities, services, personnel, and funds:

A. Necessary office and classroom facilities;
B. Necessary teaching equipment;
C. Customary operating supplies;
D. Customary administrative services, including clerical support;
E. At such time as the success of the Confucius Institute at PSU’s teaching and training programs may warrant additional faculty, and subject to further written agreement between the parties, appoint and pay for local part time instructors;
F. Assist the visiting scholar described in Paragraph III. B, above, to obtain necessary non-immigrant visa for entry into the United States.
V. The Confucius Institute at PSU, through the IAS, shall be authorized by PSU to charge tuition and fees at a PSU-approved self-support rate for credit and 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 educational mission of PSU.

VI. The evaluation of the Confucius Institute at PSU will be conducted by the IAS on an annual basis and the results will be shared with the main Confucius Institute in Beijing.

VII. Term

The term of this Agreement shall be for five (5) years, and may be extended by the mutual agreement of the parties in writing. The Agreement may be terminated by either party by giving six (6) months written notice to the other.

VIII. Intellectual Property

The respective interests of the parties and the parties’ employees in intellectual property resulting from the activities of Confucius Institute at PSU shall be determined by the policies of the Oregon University System and PSU.

IX. Controlling Language

This Agreement is written in both Chinese and English, each party having a version in each language. Each version shall be of equal legal weight and authority as the other.

X. 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 Hanban 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, Hanban 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 Hanban without the student’s written permission. Any request for education records of students enrolled at PSU from Hanban shall be directed to PSU officials who can determine if records can be disclosed.
XI. Additional Terms

Force Majeure

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.

Merger Clause

This Agreement constitutes the entire agreement between the parties. 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. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Hanban 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.

Waiver

The failure of PSU or Hanban to enforce any provision of this Agreement shall not constitute a waiver by PSU or Hanban of that or any other provision.

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 the Agreement did not contain the particular term or provision held to be invalid.

Compliance with Law

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

No Third Party Beneficiaries
Hanban 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.

XII. Effective Date

This Agreement shall be effective on the date when the last party signs below.

Daniel O. Bernstine  1/18/07
President
Portland State University

Xu, Lin  1/19/07
Director General
Office of Chinese Language
Council International
The People’s Republic of China

Gil Latz  1/18/07
Vice Provost
International Affairs
Portland State University

Denise I. Wendler  1/17/06
Associate Vice President for Finance
Portland State University