中国孔子学院总部/国家汉办与美国俄勒冈州高等教育委员会
关于继续合作建设波特兰州立大学孔子学院的协议
（俄勒冈州高等教育委员会授权波特兰州立大学执行）

为进一步加强中国与美国在教育领域的合作，支持并促进汉语教学的发展，增进两国人民的相互理解和友谊，根据《孔子学院章程》，中国孔子学院总部/国家汉办（以下简称汉办）与美国俄勒冈州波特兰州立大学（以下简称：波特兰州大）就继续合作建设波特兰州立大学孔子学院（以下简称波特兰州大孔院）达成如下协议：

鉴于，中国孔子学院总部/国家汉办致力于在在美国各地建立孔子学院，支持并促进国际汉语语言和文化教学；

鉴于，波特兰州大国际事务办公室(OIA) 与孔子学院总部/国家汉办拥有促进中美两国之间的教育与合作的共同愿望；

鉴于，波特兰州大致力于提高其学生和社区民众的国际素养；

鉴于，在符合上述宗旨的情况下，在孔子学院总部/国家汉办的支持下，双方于 2007 年签署协议成立孔子学院；

鉴于，在波特兰州大成立并运营孔子学院的原协议于 2007 年 1 月 19 日签署并已于 2012 年 1 月 18 日到期；

鉴于，波特兰州大与孔子学院总部/国家汉办希继续签署合作协议，继续运营波特兰州大孔院；

兹经双方协商并考量审议，孔子学院总部/国家汉办与波特兰州大达成以下协议：

第一条 宗旨
本协议的宗旨在于规定双方在继续合作建设学院过程中的权利和义务。

第二条 性质
学院系非营利性教育机构。

第三条 执行机构
波特兰州大愿意继续与中国苏州大学进行合作。中国苏州大学继续作为中方具体执行机构，与波特兰州大合作建设学院。合作双方就具体合作事宜另行签订补充协议。补充协议签署前须报总部审核。

第四条 活动范围
根据总部章程并结合当地实际情况，学院可开展以下活动：

1. 开展汉语教学，提供汉语教学资源。
2. 培训汉语教师。
3. 举办 HSK 汉语水平考试和汉语教师资格认证考试。
4. 提供中国教育、文化等信息咨询服务。
5. 开展语言文化交流活动。
6. 其他经汉办和波特兰州大同意且具有可用资源的活动。这些活动须在本协议的修订中写明并经由双方签字同意。

7. 波特兰州大与孔子学院将协调孔子学院下设课堂(CC)的资金并向汉办提交下设课堂的预算申请。总部在收到这些预算申请后，将向每所孔子课堂批准每年不低于一万（10,000）美元的资金，用于其中文项目及相关活动。波特兰州大同意为孔子课堂设立一个机构帐户。有关机构资金的管理将遵守波特兰州大所有规章和规定。
第五条 组织管理

1. 在收到孔子学院理事会建议后，波特兰州大将遵循理事会领导下的院长负责制以确定院长人选，由理事会提出院长选拔的相关指导意见。波特兰州大将聘用一名符合大学和俄勒冈高等教育委员会相关政策的院长。该院长在波特兰州大办公，负责波特兰州大孔子学院的日常教学、经费、人员、设施，支持孔院的管理工作。学院院长应为波特兰州大雇员，由波特兰州大任命三（3）年（可续任）。院长工作由国际事务办公室（OIA）执行主任进行年度评估。

2. 波特兰州大孔院将设立理事会。作为决策机构，波特大孔院理事会审核向汉办申请资金的项目。作为咨询机构，波特大孔院理事会向国际事务办公室（OIA）执行主任提出波特大孔院院长人选的建议。理事会将由六至十（6-10）名波特兰州大代表、当地对中国事务颇感兴趣、教育、社区和企业界代表组成，任期两（2）年：
   ▶ 制定和修改学院章程；
   ▶ 制定学院发展规划；
   ▶ 决定教学、研究及经营方面的重大事项；
   ▶ 筹集经费；
   ▶ 任免学院院长；
   ▶ 审批学院的预算和决算；
   ▶ 并向合作双方报告学院经营状况和重大事项。

3. 波特兰州大孔子学院是波特兰州大国际事务办公室（OIA）的组成部分，具有非学历机构的地位，并按照适用于该校各个学院和中心的政策及程序运作。国际事务办公室（OIA）执行主任对波特兰州大孔子学院的管理和运行拥有辖权。

4. 波特兰州大在本校帐户中单独设立基金管理记录孔子学院的资金及支出记录。波特兰州大孔子学院独立制定年度预算和决算，负责日常
的经营管理，并最终通过教学和实施其他项目的收入实现自负盈亏。

5、中方合作大学（苏州大学）须向理事会任命多名理事。

6、孔子学院须允许孔子学院总部/国家汉办就其教学质量进行考评/评估。

7、孔子学院开展的活动须符合《孔子学院章程》，并应尊重中国和美国的文化习俗，不违背中国和美国法律法规。

第六条 双方义务
孔子学院总部/国家汉办的义务：
1、授权波特兰州大继续使用“孔子学院”名称和标识。
2、根据需要提供各种教材、课件和图书，授权使用网络孔子学院课程。
3、根据需要每年提供一定数额的项目经费，经费额度由孔子学院总部/国家汉办负责美国孔子学院的处室和财务处决定，并取决于对孔子学院开展的每个项目和活动的可行性及影响程度的评估。
4、根据教学需要选派若干名中文教师作为波特兰州大孔子学院的全职教师，并负担其国际机票，工资等费用；孔子学院总部/国家汉办推荐的人员需具备波特兰州大能接受的学历资格。

波特兰州立大学的义务：
1、为孔子学院提供固定的办公场所和适合的教学及其他活动场所，配备必要的办公、教学设备并负责其布置、管理和维护。
2、为学院配备必要的行政人员（全职或兼职）。
3、协助孔子学院总部/国家汉办，为其派遣的客座教师办理必要的入境及居留手续，以协助孔子学院开展工作。客座教师的所有费用由汉办及/或被派遣的教师负责。
4、波特兰州大孔子学院将邀请一名来自中国的中方院长以及一名
或若干名来自中国的客座教师，为孔子学院和波特兰州大教育任务提供所需的教育服务。孔子学院总部/国家汉办推荐的个人应当具有波特兰州大接受认可的学历。此外，波特兰州大将使用其自己的工作人员提供项目和行政支持。

5. 提供运营支持，其价值不低于国家汉办提供的项目经费。

波特兰州大孔子学院的使命：

在本协议有效期内，波特兰州大孔子学院将提供下列教育资源及服务：

1. 开展中国语言、文化、历史、政治、经济、社会、哲学及相邻等领域的学术和兴趣活动及扩展服务（酌情与其他社会机构合作）；

2. 面向波特兰公立学区的活动，包括：
   a. 初级、中级教师短期培训项目；
   b. 为当地汉语教师提供咨询和支持；
   c. 为波特兰地区的中文教师及学生提供汉语教材；

3. 在波特兰州大开发中国语言和文化研究；

4. 开设中国语言和文化课程；

5. 继续举办授权的汉语水平考试（HSK, YCT, BCT）；

6. 与波特兰州大国际事务办公室合作，共同开发和设计赴中国留学项目。

国际事务办公室的义务：

1. 在本协议有效期内，国际事务办公室将以设备、人员、服务及经费为波特兰州大孔子学院的运作提供以下支持：
   - 必要的办公和教学设施；
   - 必要的教学设备；
   - 常例运行供给；
   - 常例行政服务，包括文书杂务支持；
第七条 知识产权

“孔子学院”名称及相关标识和徽章的知识产权为总部独家拥有。本协议终止后，波特兰州大不得以任何形式继续直接或间接使用和转让“孔子学院”名称及相关标识和徽章。

学院开展的有知识产权的具体项目，其知识产权由提供方拥有，合作开发的项目由双方协商确定知识产权。若双方在知识产权方面产生争议，应通过友好协商解决。协商不成的，按照相关法律规定及国际惯例提交有管辖权的机构裁定。

双方及双方雇员在波特兰州大孔子学院活动中产生的知识产权利益将根据俄勒冈州大学系统及波特兰州大的相关政策决定。

第八条 协议的修改

经双方同意，本协议在执行过程中可以进行修改；所有的修改均以中英文两种语言书面做出，并经双方授权代表签字后生效。协议各
方各执两种语言文本一份，两种文本具有同等法律效力。

第九条 协议的有效期
本协议自双方签字之日起生效。本协议有效期为五年。任何一方如无延长本协议有效期意愿，必须在有效期截止前九十 (90) 天书面通知对方，否则，本协议有效期自动延长五年。

第十条 不可抗力
协议方在以下不可抗力情况下可免除履行本协议规定义务：国家紧急状态、发生战争，政府颁布禁令，发生其他超出协议方控制范围的使协议方不能继续履行协议规定义务的事件等。如发生此类情况，协议当事方须书面通知另一方，将项目延期或取消，并应采取及时有效的措施将协议另一方的损失降至最低。
若遭遇人力不可控制或不可阻挡的情况，导致该协议不能履行或延误履行，任何一方均不需为此承担责任，在此情况下协议不能履行或延误履行也不构成违约。

第十一条 协议终止
有下列情形之一的，本协议将终止：
1. 协议一方要求终止本协议，并且至少提前六(6)个月书面通知对方。
2. 协议期限届满，双方无继续合作的意愿。
3. 双方同意，本协议的目的无法实现。如果该协议的一方行为或疏忽并经一方或双方确认有严重损害孔子学院形象与声誉的行为。
4. 因不可抗力致使该协议无法履行。
本协议的终止不影响双方正在执行的任何其它协议、合同及/或项
目。
本协议终止前，双方应妥善安排参加专业学习的学院学生及其它工作，以免中断或拖延任何学生的专业学习项目的完成以及/或中断及/或拖延孔子学院的专业学习项目及其它工作。

第十二条 争议的解决
双方在协议履行过程中若发生纠纷及争议，应本着友好的精神协商解决。

第十三条 协议语言
本协议一式两份，分别以中、英文书就。双方各持中、英文本各一份，两种文本具有同等效力。

第十四条 其他事项
协议双方将视此协议为机密文本，未经对方书面许可，任何协议一方皆不可公布、披露或公开，或者允许他人公布、披露或公开与协议一方有关的获得的、获知的材料或信息，除非这些材料的公布、披露或公开是对于协议一方履行协议中所规定的义务来说是必要的。

第十五条 波特兰州立大学的标准条款和条件
1. 学生信息资料的保密
根据俄勒冈公共资料法及俄勒冈州或美国联邦的其他法律，波特兰州大同意努力为其从汉办获取的相关信息保密。除非系履行本协议需要，否则不得使用这些保密信息。

根据中国法律，汉办同意努力为其从波特兰州大获取的相关信息
保密。除非系履行本协议需要，否则不得使用这些保密信息。

根据美国联邦及州保护学生教育资料信息隐私的法律，在多数情况下，波特兰州大在未得到学生本人书面同意前，将不能向汉办提供注册学生的资料信息。孔子学院总部/国家汉办如要求得到在波特兰州大注册的学生的教育信息资料，需向波特兰州大官员提出，并由波特兰州大官员确定能否提供此类信息。

根据美国 20 USC 1232(g)（家庭教育权利和隐私法案“FERPA”）和俄勒冈 ORS 326.565（学生资料法）的规定，孔子学院总部/国家汉办不得透露在履行本协议过程中所可能获取或得到的任何有关学生或其家属的任何信息或资料记录，除非系履行本协议需要。协议缔约双方承认，孔子学院总部/国家汉办作为“学校官员”对获取 FERPA 家庭教育权利和隐私法案及大学学生记录政策规定的目的予以承认。双方承认，FERPA 家庭教育权利和隐私法案规定将严格处罚不当披露保密学生信息或对于保密学生信息的重新披露，包括但不限于到至少五年（34CFR99.33(e））拒绝其从教育资料中获取个人身份信息（PII）。因此，汉办要与 FERPA 家庭教育权利和隐私法案要求保持一致，不得将汉办在履行本协议过程中获取的个人身份信息（PII）在未经学生家长/监护人书面同意的情况下重新披露给第三方，并只能将这些信息用于本协议中确定的用途。

2、兼并条款

本协议构成双方协议的全部。除非以书面方式并经双方签字认可，否则对本协议条款的任何放弃、许可、修订或更改均对双方无约束力。如双方作出此类放弃、许可、修订或更改，则只对具体个例或目的有效。除了本协议的内容外，双方无其他书面或口头的谅解、协议或表述。汉办与波特兰州大通过双方授权代表的签字，确认已阅读了该协议并对其内容有充分的了解，愿接受本协议条款及条件的约束。
3. 自动放弃

任何一方若未能履行本协议的任何条文将不构成对该条文或其他条文的自动放弃。

4. 中止

双方同意，若本协议中某条款或规定被具有管辖权的法院宣布为非法或与任何法律相抵触，协议其他条款的有效性不受影响，双方的权利和义务仍然存续，协议将犹如不存在无效条款一般得以履行。

5. 遵守法律

双方需遵守适用本协议的所有联邦、州及地方的法律、条例、规章及法令。

6. 无第三方受益者

孔子学院总部/国家汉办与波特兰州大为本协议的唯一当事方，也是唯一有权执行本协议条款的双方。除非本协议条款已明确指明或描述其他受益方，否则本协议不会直接或间接地或以其他方式给予、或有意给予、或被认为要给予第三方以权力和利益。

7. 本协议未尽事宜由双方通过友好协商加以解决。

第十六条 生效日期

本协议自最后一方签字之日起生效。

（签字页在下一页）
孔子学院总部/国家汉办
总干事

日期：2014.2.12

波特兰州立大学
校长

Wim Wiewel

日期：February 5, 2014

Stacey L. Balenger
Contracts Officer
Portland State University
February 5, 2014
RENEWAL OF AGREEMENT BETWEEN THE STATE BOARD OF HIGHER
EDUCATION ACTING BY AND THROUGH PORTLAND STATE UNIVERSITY
AND CONFUCIUS INSTITUTE HEADQUARTERS/HANBAN 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 Board of Higher Education acting by and
through Portland State University (hereinafter referred to as “PSU”) and the
Confucius Institute Headquarters/Hanban (hereinafter referred to as “Hanban”) of
the People’s Republic of China (individually the “Party” and collectively the
“Parties”) hereby enter into this Agreement (the “Agreement”) for continuing the
operation of 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 throughout the U.S.; and,

WHEREAS, the Office of International Affairs (OIA) at 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 and pursuant to an Agreement between the Parties, PSU established a Confucius Institute ("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 effective January 19, 2007 and expired January 18, 2012; and,

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

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

Article 1 Purpose
The purpose of this Agreement is to identify the rights and responsibilities of Hanban and Portland State University 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
The PSU is willing to continue cooperation with Soochow University in China. Soochow University in China will continue constructing the Confucius Institute with the Portland State University as the Chinese executive institution. The two parties of cooperation will sign the supplementary agreement on detailed matters of the cooperation. The supplementary agreement should be audited by the Headquarters before signing.

Article 4 Scope of Activities
The Institute at PSU shall serve the following activities in accordance with Hanban Constitution and By-laws:
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 (subject to approval by both Hanban and PSU; with availability of resources), which shall be set out in an amendment to this Agreement and approved and signed by both parties.
7. PSU in conjunction with The Institute will coordinate the funding of the affiliated Confucius Classrooms (CC) and shall submit budget proposals for each CC to Hanban. After receiving budget proposals from PSU for each CC, Hanban shall approve up to $10,000.00 annually to fund each CC to use for their Chinese language programs and related activities and events. 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 agency funds.

Article 5 Organization

1. Upon receiving recommendations from The Institute Board of Directors, PSU shall adopt a Director Responsibility System, which will set forth guidelines relevant to the directorship of The Institute. Subject to applicable PSU and OUS policies, PSU will hire a director of The Institute ("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. The Director shall be a PSU employee and be appointed by PSU for a term of 3 years (renewable). The Director shall be reviewed annually by the Executive Director of the OIA.

2. The Institute at PSU shall have a Board of Directors, The CIPSU Board of Directors shall serve as the decision-making body regarding programming of events that seek Hanban funding. The CIPSU Board of Directors will serve as an advisory board to the Executive Director of the Office of International Affairs regarding the directorship of the CIPSU. 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.

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

3. The Confucius Institute at PSU shall be a component unit within the Office of International Affairs (OIA). 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 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 draws up annual budget proposals and final financial accounts independently, and will be in charge of The Institute’s daily operation and management. It shall assume the sole responsibility for its profits or losses and shall balance The Institute 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.

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

7. The Institute 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.

Article 6  Obligations for both parties

The obligations of Hanban

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. To provide teaching materials, courseware, and other books according to the need, to authorize the use of online courses.
3. To provide a set amount of annual funds determined by the Hanban Division in charge of US Confucius Institute affairs, the Hanban Finance Division and also determined by Hanban’s assessment of the feasibility and the degree of influence of each event and activity The Institute holds.

4. To send numbers of Chinese instructors based on the requirements of teaching, and pay for their international air fares, salaries, etc. Individuals recommended by Hanban shall have academic credentials acceptable to PSU.

The obligations of Portland State University

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 administrative personnel (full time or part-time).

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

4. The Institute at PSU shall invite one Chinese Co-Director 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 Hanban shall have academic credentials acceptable to PSU. In addition, PSU shall use its own personnel for programmatic and administrative support.

5. To provide in-kind support, which should have a value not less than the amount provided by Hanban.
Mission of the Confucius Institute of PSU

During the term of this Agreement, The Institute at PSU shall 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) when authorized;

6. In conjunction with PSU’s International Affairs office, developing and promoting curricula for study abroad programs in China.

Responsibilities of the Office of International Affairs

1. During the term of this Agreement, the 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’s teaching and training programs warrants additional
faculty, and subject to further written agreement between the Parties;

- Assist the visiting scholar described in Section VI. Hanban’s obligations; above, to obtain necessary non-immigrant visa for entry into the United States.

2. The Institute at PSU, through the OIA, 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.

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

**Article 7 Intellectual Property**

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

The provider owns intellectual property of the certain program. The two parties can consult the owner of the co-operated programs. In the events of any dispute, the two parties should consult with each other amicably or submit to the jurisdictional organ according to the related laws and regulations.

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 the policies of the Oregon University System and PSU.

**Article 8 Revision**
With the consent of both parties, this Agreement may be revised during its implementation and any revisions will be made in writing, both in English and Chinese, and will take effect as signed by authorized representatives of the parties, each party having 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 the two parties sign 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 during the 90 (ninety) days before 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 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.

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 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.

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 two parties.

Before the Agreement is terminated, the parties shall 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.

Article 12 Dispute Settlement

Should any disputes 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  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 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.

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 Hanban and shall not use such Confidential Information except in performing its obligations pursuant to this 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 this 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.

As required by the 20 USC 1232(g) (Family Educational Rights and Privacy Act, “FERPA”), and ORS 326.565, Hanban shall not disclose any information or records regarding students or their families that Hanban may learn or obtain in the
course and scope of its performance of this Agreement, except as otherwise allowed by this Agreement. The Parties acknowledge that Hanban is a "school official" for purposes of FERPA and University's Student Records Policy and recognize that FERPA imposes strict penalties for improper disclosure or re-disclosure of confidential student information, including but not limited to denial of access to personally identifiable information ("PII") from education records for at least five years (34 CFR 99.33(e)). Therefore, consistent with FERPA’s requirements, PII obtained by Hanban in the performance of this Agreement may not be re-disclosed to third parties without the written consent of the student and must be used only for the purposes identified in this Agreement.

2. 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.

3. 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.

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
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.

7. Any issues not mentioned in this agreement shall be settled through friendly and cooperative negotiations between both parties.

Article 16 Effective Date
This Agreement shall be effective on the date of last signature of authorized Party representative.

[SIGNATURES APPEAR ON NEXT PAGE]
PORTLAND STATE UNIVERSITY
PRESIDENT

[Signature]

Wim Wiewel

Date: Feb 5, 2014

Stacey L. Balenger
Contracts Officer
Portland State University
February 5, 2014

CONFUCIUS INSTITUTE
HEADQUARTERS (HANBAN)
CHIEF EXECUTIVE

[XU Lin]

Date: 2014. 2.12