



**RENEWAL OF AGREEMENT BETWEEN
CONFUCIUS INSTITUTE HEADQUARTERS OF CHINA
AND
THE COLLEGE OF WILLIAM & MARY
ON CO-DEVELOPMENT OF
THE WILLIAM & MARY CONFUCIUS INSTITUTE**

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, in the spirit of the *Constitution and By-laws of Confucius Institutes*, the Confucius Institute Headquarters of China (“the Headquarters”) and the College of William & Mary in Virginia, United States signed a partnership agreement in March, 2011. Upon the end of five-year term, after collegial consultation, both parties agree to renew the agreement on the Confucius Institute at William & Mary, known as the William & Mary Confucius Institute (WMCI) or (the Institute), as follows:

Article 1 Purpose

The purpose of this agreement is to identify the rights and responsibilities of the Headquarters and William & Mary in the development and management of the Institute.

Article 2 Character

The Institute shall be a non-profit educational institution.

Article 3 Executive Institution

William & Mary is willing to continue cooperation with Beijing Normal University. Beijing Normal University will continue constructing the Confucius Institute with William & Mary as the Chinese sister 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 can serve the following activities according to the Constitution and By-laws and the applicable local laws and regulations of William & Mary, the Commonwealth of Virginia, and the United States:

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 as agreed by the parties, and with authorization and by appointment of the Headquarters.

Article 5 Organization

1. WMCI shall adopt a Director Responsibility System under the leadership of the Board of Directors.
2. The Board of Directors is formed with members nominated by William & Mary and Beijing Normal University, and its duties include: formulating the rules and procedures of the governance of the Institute; formulating development plans for the Institute; decision-making on the significant issues including teaching, research and management; fund raising; advising appropriate authorities at William & Mary on the appointing and dismissing the American director of the Institute; 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. Two collaborating parties appoint one director respectively.
4. The Institute must respect the assessment of the Headquarters on the teaching quality.
5. WMCI activities must be in accordance with the spirit of the Constitution and By-laws, and also respect cultural custom, shall not contravene concerning the laws and regulations of the United States for all activities taking place in that country; and of China for all activities taking place in that country.
6. The Institute draws up annual budget proposals and final financial accounts independently. William & Mary will be in charge of its daily operation and management. William & Mary assumes the sole responsibility for managing any annual surpluses or deficits in WMCI

budgets. It is understood by the parties that once the proposed program has been approved by the headquarters, the approval for the program will not be withdrawn.

Article 6 Obligations

The obligations of the Headquarters:

1. By signature on this Agreement, to authorize William & Mary to continue the use of the title “Confucius Institute”, logos and institute emblems.
2. To provide teaching materials, course materials and other books as necessary, and to authorize the use of online courses.
3. To 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.

The obligations of William & Mary:

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.
3. To assist the Chinese party on the visa application and residence procedures; to provide necessary working facilities and life conveniences for the Chinese instructors.
4. To open the special account for the Institute in the local Bank of China

or other bank approved by the Headquarters.

5. To provide a set amount of annual funding, which should not be less than the amount provided by the Headquarters.

Article 7 Intellectual Property

The Headquarters exclusively owns the title of “The Confucius Institute”, its related logo, and emblem as its exclusive intellectual property. William & Mary cannot continue applying or transfer the title, logo, and emblem in any form, either directly or indirectly, after this agreement has been terminated.

In the event of any dispute about intellectual property, the two parties should consult with each other to attempt to resolve it in an amicable manner.

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.

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 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.

Article 11 Termination

This Agreement shall be terminated in any of the following cases:

1. Either party may terminate this Agreement upon giving a written notice at least six months in advance of the termination date.
2. The two parties have no desire to cooperate at the expiration of the term.
3. The Agreement cannot go through or cannot achieve its aims because of unanticipated new circumstances.
4. If the act of one party of the Agreement severely harms the image and reputation of the Institute.
5. The Agreement cannot go through because of force majeure.

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

Before the Agreement is terminated, William & Mary should make appropriate arrangements to accommodate the enrolled students and other programs of WMCI.

Article 12 Dispute Settlement

In the events of any dispute, the two parties should consult each other amicably. If no agreement can be reached, disputes concerning activities in China are under the jurisdiction of appropriate Chinese legal authorities; disputes concerning activities in the United States are under the jurisdiction of appropriate United States legal authorities.

Article 13 Agreement Language

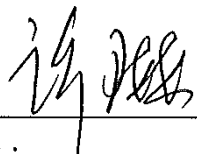
This Agreement is written in Chinese and in English. Each party shall keep one copy in Chinese and one copy in English of the signed Agreement. The Agreement, in both languages, shall have the same effectiveness.

Article 14 Other Terms

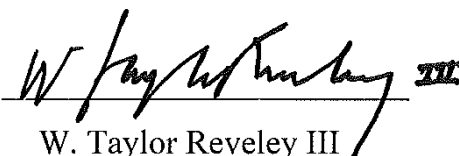
Other matters not settled by this Agreement shall be solved through friendly, cooperative negotiations between the two parties.

Confucius Institute
Headquarters (HANBAN)
Chief Executive

College of William & Mary
President



XU Lin
Date: 2016.9.2



W. Taylor Reveley III
Date: 7/6/16