

**RENEWAL OF AGREEMENT BETWEEN
CONFUCIUS INSTITUTE HEADQUARTERS OF CHINA
AND
TROY UNIVERSITY
ON CO-DEVELOPMENT OF
CONFUCIUS INSTITUTE AT TROY UNIVERSITY**

In order to strengthen educational cooperation between China and United States, to support and promote the development of Chinese language education, and increase mutual understanding among people in China and in United States, according to the *Constitution and By-laws of Confucius Institutes*, the Confucius Institute Headquarters of China (“the Headquarters”) and Troy University, USA signed the Agreement of the cooperation in the establishment of the Confucius Institute at Troy University on 07/11/07. Upon the end of five-year term, after collegial consultation, both parties agree to renew the agreement on the Confucius Institute at Troy University, as follows:

Article 1 Purpose

The purpose of this agreement is to identify the rights and responsibilities of the Headquarters and Troy University, US in the development and management of the Confucius Institute at Troy University.

Article 2 Character

The Confucius Institute shall be a non-profit educational institution.

Article 3 Executive Institution

Troy University is willing to continue cooperation with the Chongqing Normal University, PR. China. The Chongqing Normal University will continue constructing the Confucius Institute with the Troy University as the Chinese executive institution. Troy University and Chongqing Normal University will sign the supplementary agreement on the details of cooperation. The supplementary agreement should be audited by the Headquarters before signing.

During the operation of the Confucius Institute, if Chongqing Normal University is confirmed by the Headquarters to have failed to perform its responsibilities, the Headquarters can disqualify Chongqing Normal University and appoint another Chinese institution to be as the Chinese executive institution, and sign a new implementation agreement with Troy University. This Agreement will not need to be signed anew.

Article 4 Scope of Activities

The Confucius Institute at Troy University can carry out the following activities according to the Constitution and By-laws of Confucius Institutes, as well as local circumstances:

1. Teaching Chinese language, providing Chinese language teaching resources and carrying out research on Chinese language teaching;
2. Training Chinese language instructors and developing Chinese language teaching materials;
3. Organizing 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.

Article 5 Organization, Operation and Management

1. The Confucius Institute at Troy University shall adopt a Director Responsibility System under the leadership of the Board of Directors.
2. The Board of Directors consists of members nominated from two parties. The Board must include senior-level (university-level) leaders from both parties. 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, research and operation; fund raising; appointing and dismissing the Director of the Institute; examining and approving the budget proposal and final financial accounts of the Institute; reporting to the two parties on the operation status and significant issues. The Board meeting should be held at least once a year.
3. Two collaborating parties appoint one Director respectively.
4. The Headquarters acknowledges that Troy University and its faculty ultimately have the right to determine the content of the curriculum and the manner of instruction for all programs administered by Troy University. Troy University acknowledges that the Headquarters ultimately has the right to determine the programs to which it provides funding.
5. Chinese citizens involved in activities of the Institute shall be subject to the laws and policies of Troy University and United States of America. USA citizens involved in activities of the Institute in China shall be subject to the laws and policies of China.
6. The Institute draws up annual budget proposals and final financial

accounts independently. Troy University will be in charge of its daily operation and management. It should assume the sole responsibility to maintain a balance between income and expenditure by charging language course fees and other programs.

Article 6 Obligations

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 according to the need, to authorize the use of online courses.
3. To provide a set amount of annual fund according to needs.
4. To send Chinese instructors or volunteer teachers based on the requirements of teaching, and pay for their air fares and salaries.
5. To provide support of Headquarters’ programs, include the Confucius Institute Scholarship, Summer or Winter Camp in China, and Confucius China Studies Program, etc..

The obligations of Troy University

1. To provide a fixed office place and appropriate sites for teaching and other activities of the Confucius Institute; To provide office and teaching facilities, and be responsible for their installment, management and maintenance.
2. To provide necessary administrative personnel and teaching staff (full time or part-time) and provide the related payment.
3. To assist the Chinese party on the visa application and residence procedures, and provide necessary working facilities and life conveniences.

4. To open a special account for the Confucius Institute or set up a separate account for independent accounting in the Institution's financial system. To submit financial audit report of Confucius Institute to Headquarters every 5 years.
5. To provide a set amount of annual fund, which should not be less than the amount provided by the Headquarters.
6. To accept the project assessment 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. Troy University 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 the intellectual property of the concrete program implemented by the Institute. And the two parties can consult on the IP ownership in collaborative programs. In the events of dispute, the two parties should consult with each other friendly or submit to the jurisdictional organ according to the related laws and regulations.

Article 8 Revision

With the consent of both parties, this Agreement may be revised during its implementation and 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 9 Term

The Agreement shall be in effect on the date of both parties signing. The

Agreement shall have a period of 5-year validity. If either party wishes to terminate the Agreement, it must notify the other in writing 90 days before the end of the Agreement, otherwise it will automatically be extended for another 5 years.

Article 10 Force Majeure

Parties 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 that renders the performance of this Agreement impossible. In the event of such a circumstance, the party under the situation shall inform the other party in writing that the program may be delayed or terminated, and duly take effective measures to mitigate the loss of the other party.

Article 11 Termination

This Agreement can be terminated in one of the following cases:

1. This Agreement can be terminated according to Article 9, if the two parties have no intention to continue their cooperation on the expiration of the Term.
2. This Agreement can be terminated according to Article 10, if the two parties reach consensus on the impossibility of performance due to force majeure.
3. The Headquarters has the right to terminate this Agreement, if according to assessment, the Institute has not reached the standard and made no remediation or failed to reach the Headquarters' requirement after remediation.

Apart from the above cases, neither party can request for terminating this

Agreement ahead of time; Or the default party must compensate for all the damages incurred to the other party, which include but not are limited to all the investment made under this Agreement, the legal expense and the indemnity for defamation.

When this Agreement terminates, the two parties should both adopting rehabilitation measures, with aim to avoiding negative impact on either party. The measures include, but not limit to:

1. Upon termination, the funds of the collaborative program will be automatically frozen and returned to the Headquarters after the confirmation of both parties on the amount.
2. The termination of this Agreement shall not affect other separate agreements, contracts or programs between the two parties.
3. Upon termination, Troy University should make proper arrangements of the enrolled students and other matters.
4. After termination, the implementation agreement will be terminated automatically.

Article 12 Dispute Settlement

In the events of any dispute, the two parties agree to attempt to engage in a good faith to find a solution. In the event such an attempt appears unsuccessful, the parties agree to submit the dispute to a third party trusted by the both parties. Should a dispute not be resolved, then this Agreement shall be governed by the laws of the State of Alabama both as to its interpretation and performance without regard to its choice of law requirements. Should either party be required to legally enforce this agreement, then the non-prevailing party shall be responsible for the

expenses of the prevailing party, including reasonable attorney's fees as a result of such litigation.

Article 13 Other Terms

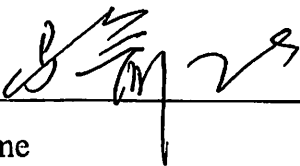
Other matters not settled by this Agreement shall be solved through friendly, cooperative consultations between the two parties.

The undersigned hereby are duly authorized by each institution to execute this Agreement.

This Agreement is written in Chinese and 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.

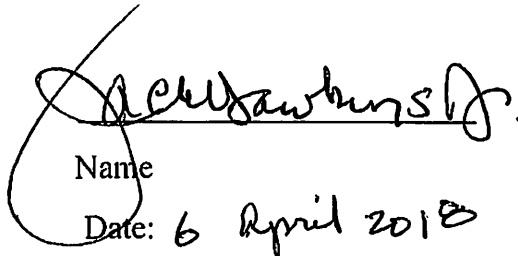
Confucius Institute
Headquarters (HANBAN)
Deputy Chief Executive

Deputy


Name

Date: 2018.5.2.

Troy University, USA
Chancellor


Name
Date: 6 April 2018