

AGREEMENT BETWEEN
The Office of Chinese Language Council International
AND
The University of Oklahoma
FOR THE ESTABLISHMENT OF
The Confucius Institute at The University of Oklahoma

In order to strengthen educational cooperation between China and United States of America, support and promote the development of Chinese language education, and increase mutual understanding between the peoples of China and US, the Office of Chinese Language Council International (Hanban) and the University of Oklahoma hereby agree as follows:

Article 1 Purpose

The purpose of this agreement is to identify the rights and responsibilities of Hanban and the University of Oklahoma in the establishment of the Confucius Institute at the University of Oklahoma.

Article 2 Character

The Confucius Institute at the University of Oklahoma shall be a non-profit institute with the purpose of enhancing intercultural understanding in the State of Oklahoma by sponsoring courses of Chinese language and culture.

Article 3 Executive Institution

Whereas, the University of Oklahoma and Beijing Normal University agree to work together and with the authorization and appointment of Hanban, Beijing Normal University will conduct the Confucius Institute with the University of Oklahoma as the executive institution. The two parties of cooperation can sign the supplementary agreement on the matters not settled by this Agreement. The supplementary agreement should be audited by Hanban before signing.

Article 4 Scope of Activities

The Confucius Institute at the University of Oklahoma can serve the following Chinese teaching courses and programs according to the local instance:

1. Teach Chinese using a variety of methods including multimedia and the internet;
2. Train teachers to teach Chinese in primary schools, high schools and colleges;
3. Administer Chinese test and tests to certify ability to teach Chinese as a foreign language;
4. Teach Chinese courses of various types in various areas for all circles of person;
5. Sponsor academic activities and Chinese competitions;
6. Show Chinese movies and TV programs;
7. Provide consulting services for individuals wishing to study in China;
8. Provide reference materials for the educational and other professional individuals.

Article 5 Organization

The Confucius Institute shall have a Board of Advisors and the two

parties nominate members of the Board of Directors. The Board of Directors shall have the responsibility for the operation of the Confucius Institute. Members of the Board of Directors are:

Chairman of Board Directors: Dr. Paul B. Bell,

Dean, College of Arts and Sciences and Vice Provost for Instruction,
University of Oklahoma

Vice Chairman of Board Directors: Dr. James P. Pappas

Vice President of University Outreach and Dean, College of Liberal
Studies and College of Continuing Education, University of
Oklahoma

Vice Chairman of Board Directors: Madam Chuansheng Liu

Chairman of University Council, Beijing Normal University

Board Director: Dr. Jian Zhang

Dean, College of Chinese Language and Literature, Beijing Normal
University

Board Director: Dr. Pamela A. Genova

Chair, Modern Languages, Literatures and Linguistics

Board Director: Dr. Mingchao Gui

Advisor of Chinese Programs, Chair of East Asia Committee,
University of Oklahoma

Board Director: Dr. Chengwen Hong

Director, International Cooperation and Exchange Office, Beijing
Normal University

Article 6 Obligations

The obligations of Hanban:

1. To authorize the use of the title “Confucius Institute”, and provide logos and institute emblems;
2. To provide multimedia courseware and other teaching materials,

supplementary materials, and audio-visual materials authorized by the Head office of Hanban; and to authorize the use of online courses;

3. To provide 100,000 Dollars as a start-up fund. The fund upon approval should be remitted to the independent account under OU;
4. To provide 3,000 volumes of books, audio-visual, and multimedia materials;
5. To send one or two Chinese instructors and pay for their air fares and salaries.

The obligations of the University of Oklahoma:

1. To provide an appropriate site for the Confucius Institute to carry out its activities; to provide the necessary conditions and facilities to establish the Confucius Institute and take charge setting, management and maintenance;
2. To provide necessary administrative personnel (full time or part-time) and provide the related payment;
3. To provide necessary working conditions for the Chinese instructors;
4. Assist the Chinese party at the Institute with all immigration procedures.

Article 7 Funding

The Confucius Institute should finally assume sole responsibility for its profits or losses by charging language course fees and other programs.

Article 8 Intellectual Property

Hanban exclusively owns the title of "The Confucius Institute", its related logo, and plaque (or badge) as its exclusive intellectual property. The University of Oklahoma cannot continue applying or transfer the title, logo, and plaque (or badge) 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 friendly or submit to the jurisdictional organ according to the related laws and regulations.

Article 9 Revision

With the consent of both parties, this Agreement may from time to time be revised through a process of negotiation and discussion in a spirit of cooperation and good will and any revisions will be made in writing, in both English and Chinese, and signed by authorized representatives of the parties.

Article 10 Term

The Agreement shall be effective on the date when the two parties sign below. The Agreement shall have a period of validity of 5 years. If, during the 90 days before the end of the Agreement, neither party notifies the other in writing that it wishes to terminate the Agreement, then it will automatically be extended for another 5 years.

Article 11 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 so the program may be delayed or terminated in order to mitigate the loss of the other party.

Article 12 Termination

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

1. Either party may terminate this Agreement upon giving written notice at least six months in advance of their intention to terminate;
2. The two parties have no aspiration of cooperation at the expiration of the term;
3. The Agreement can not go through or can not achieve the anticipated aim because of comedown of the condition;
4. If the act of the University of Oklahoma severely harms the image and reputation of the Confucius Institute, Hanban will terminate the Agreement immediately and reserve the right of claiming;
5. The Agreement can not go through because of force majeure.

The termination of the Agreement can not affect some other agreement, contract and program between the two parties.

Before the Agreement is terminated, the University of Oklahoma should make appropriate arrangements on the enrolled students and other works and should not make blight for the report of the Confucius Institute.

Article 13 Dispute Settlement

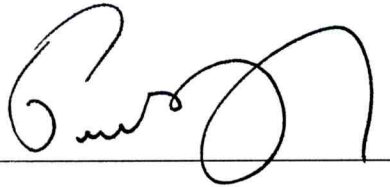
In the events of any dispute, the two parties should consult with each other friendly or submit to the jurisdictional organ at the place this Agreement signed.

Article 14 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 effect.

Article 15 Other Terms

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

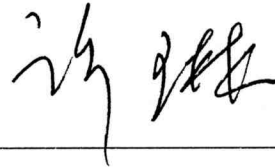


Paul B. Bell Jr.

Vice Provost for Instruction

The University of Oklahoma

Date: 2.5-2007



Xu Lin

Director General

The Office of Chinese Language
Council International

Date: 2007. 1. 31