

# CONFIDENTIAL CONTRACT

## AGREEMENT BETWEEN

CONFUCIUS INSTITUTE AT WESTERN KENTUCKY  
UNIVERSITY

AND

THE JEFFERSON COUNTY BOARD OF EDUCATION

FOR THE ESTABLISHMENT OF

THE CONFUCIUS CLASSROOM AT FIELD ELEMENTARY  
SCHOOL

THIS AGREEMENT (“Agreement”) is entered into as of the Effective Date (defined below) by and between the Confucius Institute at Western Kentucky University (the “CI@WKU”), an unincorporated nonprofit organization affiliated with the Confucius Institute of the Office of Chinese Language Promotion of the Ministry of Education of the Peoples Republic of China (the “Headquarters”) and the Jefferson County Board of Education, a Kentucky public elementary and secondary school district doing business as the Jefferson County Public Schools (“JCPS”).

To strengthen the role of the Confucius Institute in providing social service to the local community, developing Chinese teaching and learning in local elementary and secondary schools, and enhancing the mutual understanding and friendship between young people of the United States and China, the CI@WKU and JCPS, after friendly consultation and approved by the Headquarters, hereby agree on establishing a Confucius Classroom at Field Elementary School (“Field ES”), an elementary school operated by JCPS, on the terms and conditions set forth in this Agreement.

### Article 1 Character

The Confucius Classroom at Field ES shall be established and shall operate for the purpose of enhancing understanding and friendship between the young people of China and the United States by sponsoring the teaching and learning of Chinese language and culture, as set forth in this Agreement.

## **Article 2 Scope of Activities**

The Confucius Classroom at Field ES will stimulate and support innovative teaching and learning of Chinese language and culture and conduct programs and other activities related to Chinese language and culture as mutually agreed by the CI@WKU and JCPS, which programs and activities may include the following:

1. Conducting Chinese teaching programs and administering the Chinese Test for Young Learners (“YCT”);
2. Training local Chinese language instructors;
3. Organizing exchange programs between United States and Chinese elementary and secondary school students; and
4. Conducting activities related to Chinese language and culture including collaborating with Chinese classrooms around the world.
5. Engaging students in 21<sup>st</sup> century technology while learning Chinese language and culture.

## **Article 3 Planning and Operation**

The CI@WKU shall be responsible for the planning and the operation (subject to the provisions in Article 4.B.2 below) of the Confucius Classroom at Field ES, including developing annual activity plans, budgets and final accountings for the Confucius Classroom at Field ES, and submitting the plans, budgets and accountings to the Headquarters for approval. The CI@WKU shall also be responsible for reporting to the Headquarters concerning the operation of the Confucius Classroom at Field ES on a regular basis. The CI@WKU and JCPS intend that the Confucius Classroom at Field ES shall begin full operation within one year after the signing of this Agreement.

## **Article 4 Obligations**

A. The obligations of the CI@WKU shall include:

1. To apply to the Headquarters for authorization for JCPS to use the title “Confucius Classroom” at Field ES, and to provide Confucius Classroom logos and Confucius Classroom emblems to JCPS;
2. To apply to the Headquarters for necessary start-up funds (up to \$10,000) and a set amount of annual funds (up to \$10,000 per year,

according to the needs of the Confucius Classroom at Field ES) for the purpose of providing equipment for the teaching and cultural activities of the Confucius Classroom at Field ES;

3. To manage and disburse both the start-up funds and the annual funds on a reimbursable basis, that is, JCPS will purchase the necessary start-up or annual needs of the Confucius Classroom at Field ES, and JCPS will submit a voucher to the CI@WKU with all necessary receipts and documentation for each purchase, and the CI@WKU will issue a check to JCPS to reimburse the amount of each purchase;

3. To apply to the Headquarters for 1,000 volumes of books, audio-visual, multimedia materials and courseware for use in the Confucius Classroom at Field ES, and for authorization to use online courses in the Confucius Classroom at Field ES;

4. To apply to the Headquarters for a certain number of Chinese instructors and/or volunteers according to the needs of the Confucius Classroom at Field ES. The Headquarters will pay for their airfare to and from the United States and their salaries; and

5. To assist the Chinese instructors and/or volunteers in dealing with the entry procedures into the United States.

B. The obligations of JCPS shall include:

1. To direct the principal or vice-principal of Field ES to be responsible for the daily operation of the Confucius Classroom at Field ES;

2. To provide an appropriate site within the Field ES facility for the necessary teaching and office space for the Confucius Classroom at Field ES and to be responsible for the installation of any necessary equipment and the maintenance of the teaching and office space.

3. To install a logo or nameplate identifying the Confucius Classroom at Field ES in an appropriate location within the Field ES building.

### **Article 5 Financial Support**

Upon approving the application from the CI@WKU for funding for the Confucius Classroom at Field ES, the Headquarters will provide a certain amount of startup funds for the Confucius Classroom at Field ES of up to \$10,000. An annual budget for the Confucius Classroom at Field ES will be submitted to the Headquarters by the CI@WKU, and will be up to \$10,000. All funds will be disbursed as provided in Article 4(2) above.

JCPS shall not have any obligation to provide funds for the financial support of the Confucius Classroom at Field ES.

#### **Article 6 Intellectual Property**

JCPS acknowledges that the Headquarters owns the title of “The Confucius Classroom” and its related logo, plaque or badge as its exclusive intellectual property. JCPS shall not continue applying or transferring the title, logo, plaque or badge in any form, either directly or indirectly, after this Agreement has been terminated.

#### **Article 7 Effective Date**

This Agreement shall be effective upon the date it has been signed by both parties (the “Effective Date”).

#### **Article 8 Public Statements**

During the term of this Agreement, each party will not without the prior written approval of the other party make any press release or other public announcement concerning this Agreement or the transactions contemplated by this Agreement, except to the extent an announcement is required by law, in which case the parties will use their best efforts to cause a mutually agreeable press release or public announcement to be made.

#### **Article 9 Parties in Interest; Assignment**

All provisions of this Agreement will bind and inure to the benefit of the parties to this Agreement and their respective successors and assigns. Neither party may, however, sell, assign, transfer or otherwise convey any of its rights or delegate any of its duties under this Agreement to any other person or entity, without the prior written consent of the other party, except to any organization or entity which has succeeded to substantially all of its business and assets and has assumed in writing its obligations under this Agreement. Any attempted sale, assignment, transfer, conveyance or delegation of duties in violation of this Article 9 will be void.

#### **Article 10 Status of Parties**

This Agreement will not be construed to constitute either party as an agent, partner or joint venturer of the other party; to authorize or empower either party to assume or create any obligation or responsibility, express or implied, on behalf of the other party; or to authorize or empower either party to bind in any manner or make any representation, warranty, covenant, agreement or commitment on behalf of the other party.

### **Article 11 Third Party Rights**

This Agreement does not create, and will not be construed as creating, any rights enforceable by any person not a party to this Agreement.

### **Article 12 Entire Agreement; Amendment; Waiver**

This Agreement sets forth the entire agreement of the parties with respect to the subject matter of this Agreement, supersedes all existing agreements between them concerning that subject matter, and may be modified or amended only by a written instrument signed by each party. Any party to this Agreement may in writing [i] extend the time for the performance of any obligations of any other party; [ii] waive any inaccuracies in representations and warranties by any other party; [iii] waive performance of any obligations by any other party; and [iv] waive the fulfillment of any condition that is precedent to the performance by the party of any of its obligations under this Agreement. No such waiver will be deemed to be continuing or to apply to any other instance or to constitute the waiver of any other term or condition of this Agreement in that or any other instance. The failure of a party to insist upon strict compliance with any provision of this Agreement on one or more occasions will not be considered a waiver and will not prevent that party from insisting upon strict compliance with that provision or any other provision of this Agreement.

### **Article 13 Headings**

The article headings contained in this Agreement are inserted solely as a matter of convenience and will not affect in any way the construction or interpretation of the terms of this Agreement.

### **Article 14 Governing Law; Venue**

This Agreement will be governed by and construed in accordance with the laws of Kentucky, without giving effect to its conflict of laws rules. Any legal action or claim arising from or under this Agreement shall be brought only in the courts, state or federal, within Jefferson County, Kentucky, and the parties expressly waive the right to bring any legal action or claims in any other courts.

### **Article 15 Number; Gender**

As used in this Agreement, unless the context clearly indicates otherwise, any singular number will include the plural, any plural number will include the singular, and any masculine personal pronoun will be

construed to mean the corresponding feminine or neuter personal pronoun, or vice versa.

### **Article 16 Severability**

The invalidity, illegality or unenforceability of any provision of this Agreement will not affect the validity, legality or enforceability of the remaining provisions. If any provision of this Agreement is inapplicable to any person or circumstance, it will nevertheless remain applicable to all other persons and circumstances.

### **Article 17 Expenses**

Except as otherwise expressly provided in this Agreement, each party to this Agreement will pay all costs, fees and expenses that the party may incur in connection with the negotiation, execution and delivery of this Agreement.

### **Article 18 Notices**

All notices, requests, consents and other communications under this Agreement must be in writing and must be [i] mailed by first class certified mail, [ii] sent by Federal Express, United States Express Mail or similar overnight delivery or courier service, or [iii] delivered (in person, or by a facsimile transmission) against receipt, as follows:

If to :           Confucius Institute at Western Kentucky University  
                    2413 Nashville Road  
                    Suite C2  
                    Bowling Green, KY 42101  
                    Facsimile: 270-745-2221

If to :           Jefferson County Board of Education  
                    P.O. Box 34020  
                    Louisville, KY 40232-4020  
                    Attn: General Counsel  
                    Facsimile: 502- 485-3073

or to another address of which the addressee has notified the sender in writing in accordance with this Article. Notices given by certified mail will be deemed given at the time of certification, and notices given by any other permitted means will be deemed given at the time of receipt of the notice.

### **Article 19 Counterparts**

This Agreement may be signed by each party upon a separate copy or separate signature pages, and any combination of separate copies signed by all parties or including signature pages so signed will constitute a single counterpart of this Agreement. This Agreement may be signed in any number of counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same agreement. It will not be necessary, in proving this Agreement in any proceeding, to produce or account for more than one counterpart of this Agreement.

### **Article 20 Term; Renewal**

The term of this Agreement will begin on April 1, 2015 and will end on June 30, 2016. The term of this Agreement will automatically be renewed for successive additional terms of one year each thereafter, unless either party gives written notice of nonrenewal of this Agreement to the other party at least 90 days before the end of the initial term or any renewal term.

### **Confucius Institute at Western Kentucky University:**

---

Terrill Martin  
Managing Director

Date: \_\_\_\_\_

### **Jefferson County Board of Education:**

---

Donna M. Hargens, Ed.D.  
Superintendent

Date: \_\_\_\_\_