

**AGREEMENT BETWEEN**  
**THE CENTER FOR INTERNATIONAL UNDERSTANDING**  
**AND**  
Philo Magnet Academy Middle School  
**ON THE ESTABLISHMENT OF**  
**THE CONFUCIUS CLASSROOM AT Philo Magnet Academy Middle**  
School

To strengthen the role of Confucius Institute in providing social service to the local community, developing Chinese teaching and learning in local elementary and secondary School Names, and enhancing the mutual understanding and friendship between young people of both countries, the Center for International Understanding and Philo Magnet Academy Middle School after friendly consultation and approval by the Headquarters, hereby agree on establishing Philo Magnet Academy Middle School Confucius Classroom, as follows:

**Article 1 Character**

The Confucius Classroom at Philo Magnet Academy Middle School shall be a non-profit institution with 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.

**Article 2 Scope of Activities**

Based on local realities, the Confucius Classroom at Philo Magnet Academy Middle School can conduct the following programs and other

activities related to Chinese language and culture

1. Conducting Chinese teaching programs and Chinese Test for Young Learners (YCT),
2. Training local Chinese language instructors,
3. Organizing exchange programs between local and Chinese elementary and secondary school students;
4. Conducting activities related to Chinese language and culture.

### Article 3 Management and Operation

With the Confucius Classroom operating as its project, the Center for International Understanding shall be responsible for the management of the Confucius Classroom, including developing annual activity plans, budgets and final accountings for the Confucius Classroom and submitting to the Headquarters for approval. The Center for International Understanding should also report to the Confucius Institute Headquarters concerning the operation of Confucius Classroom each academic year on a quarterly basis.

### Article 4 Obligations

The obligations of Confucius Institute shall include:

1. To apply to the Headquarters for authorization of using the title "Confucius Classroom", provide logos and Confucius Classroom emblems.
2. To apply to the Headquarters for necessary start-up funds, and provide equipment for teaching and cultural activities.
3. To apply to the Headquarters for 1,000 volumes of books, audio-visual,

multimedia materials and courseware, and for authorization of using online courses.

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

5. To apply for the scholarships from the Headquarters, and provide to outstanding students of the Confucius Classroom, support them in taking part in the summer camps or study in China.

6. To assist the Chinese party in dealing with the entry procedures.

The obligations of Philo Magnet Academy Middle School shall include:

1. To have the principal or vice-principal takes charge of the Confucius Classroom directly;

2. To provide an appropriate site for teaching and office space for the Confucius Classroom; to provide necessary facilities and take charge of their installment, management, and maintenance.

3. To make nameplate of Confucius Classroom according to the requirement of the Headquarters, and hang it at the gate of the School Name or an obvious place of the building in which the Confucius Classroom is located.

4. To provide necessary administrative personnel for the Confucius Classroom and provide related payment, and to open a special account for the Confucius Classroom.

5. To provide necessary living and working conditions for the Headquarters dispatched personnel.

### Article 5 Intellectual Property

The Confucius Institute Headquarters owns the title of "The Confucius Classroom", its related logo, and plaque (or badge) as its exclusive intellectual property. Philo Magnet Academy Middle School shall not continue applying or transferring the title, logo, and plaque (or badge) in any form, either directly or indirectly, after this agreement has been terminated.

### Article 6 Other Items

The parties to this Agreement will treat this Agreement as confidential and will not, without prior written consent, publish, release or disclose or permit supplied to, obtained by, or which comes to the knowledge of each party 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 or as otherwise required by North Carolina law.

The Agreement shall come into force upon the date it is signed

The Center for  
International Understanding

Philo Magnet Academy  
Middle School

Director

Principal *Kenyatta J. Bennett*

Date

Date: *11/7/14*