PROGRAM-SPECIFIC AGREEMENT

on

COOPERATION IN CHINESE CULTURE AND LANGUAGE PROGRAMMING

Between

BEIJING LANGUAGE AND CULTURE UNIVERSITY
BEIJING, PEOPLE'S REPUBLIC OF CHINA

And

BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA
BY AND ON BEHALF OF GEORGIA STATE UNIVERSITY
ATLANTA, UNITED STATES OF AMERICA

THIS PROGRAM-SPECIFIC AGREEMENT, effective July 1, 2021, (the “Effective Date”), is made by and between Board of Regents of the University System of Georgia by and on behalf of Georgia State University (“Georgia State”), an educational institution and part of the University System of Georgia, located at 33 Gilmer Street SE, Atlanta, GA 30303 and Beijing Language and Culture University (“BLCU”), located at 15 Xueyuan Road, Haidian District, Beijing 100083, People’s Republic of China. The Universities are referred to individually as “Party” and collectively as “Parties.”

WHEREAS, in order to strengthen educational exchange and cooperation between China and the United States, promote the development of Chinese language and culture education, and increase mutual understanding between the peoples of China and the United States, BLCU and Georgia State agree to facilitate a Program on Chinese Language and Culture. This Agreement identifies the rights and responsibilities of each party in the development and operation of the Program on Chinese Language and Culture at Georgia State.

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NOW, THEREFORE, the Parties mutually agree to all of the following:

**Article One: Principle for Cooperation**

BLCU and Georgia State shall operate a Program on Chinese Language and Culture at Georgia State together in the spirit of cooperation and good will. The parties shall also continue to carry out educational cooperation and exchange projects in other areas as agreed.

**Article Two: Management of the Program on Chinese Language and Culture at Georgia State University**

2.1 The Program on Chinese Language and Culture at Georgia State shall have an Executive Director and a Managing Director from Georgia State, assisted by a Resident Senior Visiting Scholar from BLCU.

The Program on Chinese Language and Culture at Georgia State shall have an Internal Advisory Board with representation from the College of Arts and Sciences, the College of the Arts, Robinson College of Business, and Perimeter College. The Internal Advisory Board will meet once per semester, advise the Program on Chinese Language and Culture on campus collaborations, and help coordinate initiatives between the Program on Chinese Language and Culture and participating colleges.

2.2 Responsibilities of the Program on Chinese Language and Culture Managing Director at Georgia State

- Overall administration and operations of the Program on Chinese Language and Culture;
- Publicity of the Program on Chinese Language and Culture;
- Student affairs;
- Supervising the Program on Chinese Language and Culture office staff;
- Fiscal management;
- Planning and oversight of Program on Chinese Language and Culture programs, activities, and initiatives;
- Maintaining office hours as appropriate;
- Hiring staff for the Program on Chinese Language and Culture.

2.3 Responsibilities of the Resident Senior Visiting Scholar from BLCU:

- Teaching credit and non-credit classes as determined by Georgia State;
- Conducting research on Chinese language acquisition and pedagogy, or Chinese culture studies, as approved;
- Providing assistance to the Managing Director as needed, which may include:
  - developing curriculum plans for non-credit courses, recruit instructors, textbook selection, and assessment;
  - overseeing and coordinating all BLCU provided teachers and staff;
  - communications with BLCU;

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• other duties as assigned.

Article Three: Obligations of the Parties

3.1 Obligations of Georgia State
• Providing space for teaching and cultural activities, as well as the necessary furnishings, facilities, and equipment;
• Identifying an Executive Director and a Managing Director for the Program on Chinese Language and Culture;
• Providing necessary administrative personnel (full time or part-time) and paying for their salary, at a level to be determined by Georgia State, to manage the program;
• Assisting with necessary and appropriate immigration procedures for the Chinese instructors hired to support the program;
• Providing fiscal support and services;
• Arranging academic exchanges between Beijing Language and Culture University and Georgia State;
• Supporting other projects, as approved.

3.2 Obligations of BLCU
• Providing financial support;
• Recommending teachers to the Program on Chinese Language and Culture (teachers to be reviewed and approved by the Program on Chinese Language and Culture Managing Director), and paying for their airline tickets and salaries;
• Assisting the Program on Chinese Language and Culture in applying for language education exchange and cooperation projects;
• Carrying out projects, as approved.

Article Four: Operations of the Program on Chinese Language and Culture

4.1 BLCU Teachers.

BLCU teachers will be supervised by the Georgia State Program on Chinese Language and Culture Managing Director, who will be assisted by the Resident Senior Visiting Scholar from BLCU. Besides teaching assignments, teachers must provide at least six (6) hours of office support to the Program on Chinese Language and Culture per week. Teaching and other activities performed by BLCU teachers should regularly amount to at least 35-40 hours per week.

4.2 Accounting

All revenue of the Program on Chinese Language and Culture at Georgia State shall be retained by the Program on Chinese Language and Culture to cover operational expenses. Program expenses shall be overseen by the Managing Director in consultation with the Resident Senior Visiting Scholar from BLCU. All expenditures shall be properly reported to BLCU according to Georgia State accounting and finance policies.
4.3 Program Activities

- Supporting the Department of World Languages and Cultures and Perimeter College with instructors to offer and run credit Chinese language courses as needed.
- Developing and offering non-credit Chinese language, culture, and other courses and associated activities related to China.
- Cooperating with interested area schools to provide teacher professional development and supplemental programming.
- Providing training and enrichment opportunities related to Chinese language and culture.
- Hosting the HSK (Hanyu Shuiping Kaoshi) Chinese proficiency tests and granting certificates for qualified examinees.
- In collaboration with local organizations, offering and promoting community programming on U.S.-Chinese business relations.

Georgia State administration and faculty has the ultimate right to approve and determine all Program teaching materials, activities and initiatives.

4.4 Authorities

The Program on Chinese Language and Culture at Georgia State is subject to all applicable U.S. federal and state laws, and University System of Georgia and Georgia State University policies.

Article Five: Versions and Term Period

This Agreement is signed in Chinese and English, and both versions shall have the same legal effect. In case of discrepancy, the English version shall prevail.

This Agreement comes into force upon the effective date of the Agreement and shall remain valid for two years, at which time the Parties may negotiate a written renewal. Either Party may terminate this Agreement without cause upon providing written notice to the other Party no later than 180 days prior to the date of termination. At the effective date, of this Agreement replaces the previous Agreement signed by Georgia State on July 28, 2020.

The parties will attempt to resolve any unsettled issue through friendly consultation and negotiation.

Article Six: General

a. Force Majeure. Neither Party will be responsible for any delay or failure in performance resulting from any cause beyond their control, including without limitation war, public health emergencies, strikes, civil disturbances, and Acts of God.

b. Intellectual Property. The Parties will ensure that intellectual property rights are fully addressed and agreed upon, consistent with Georgia State and BLCU policies, and existing
laws and regulations of the United States, prior to the initiation of each academic collaborative activity.

c. Export Control. The Parties understand that activities under this Agreement may be subject to applicable export control laws. Each Party shall be responsible for compliance with such laws.

d. Publicity. Except as specifically provided for herein, neither Party shall use, in its external advertising, marketing programs, or promotional efforts, any data, name, insignia, trademarks, pictures or other representation of the other Party or its employees except on the specific written authorization in advance by the Party. All requests for authorization must be received in writing no later than ten (10) days in advance of the use date.

e. Independent Contractors. The relationship of the Parties to each other is solely that of independent contractors. No Party shall be considered an employee, agent, partner or fiduciary of the other except for such purposes as may be specifically enumerated herein, nor shall anything contained in this Agreement be construed to create any partnership or joint venture between the Parties. Georgia State does not sponsor, endorse, or make any express or implied warranties for BLCU.

f. Assignment. Neither Party shall assign or otherwise transfer its rights or delegate its obligations under this Agreement without both Parties prior written consent. Any attempted assignment, transfer or delegation without such consent shall be void.

g. Waiver. The failure of a Party to enforce any provision in this Agreement shall not be deemed to be a waiver of such right.

h. Nondiscrimination. Both Parties agree not to discriminate on any basis prohibited under Georgia or U.S. federal law or Georgia State policy.

i. Authorized Signatures. The signatory for each Party certifies that he or she is an authorized signatory of such Party.

j. Conflicts of Interest. No Georgia State employee may receive compensation from BLCU unless authorized by Georgia State in writing.

k. Third-Party Beneficiaries. No third party is entitled to rely on any of the representations or warranties and agreements of the Parties expressed in this Agreement. No Party assumes any liability to any third party because of any reliance on the representations, warranties and agreements of the Parties contained in this Agreement.

l. FERPA. All student data shall be considered to be confidential and any release of information shall be in compliance with the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. §1232g; 34 CFR Part 99).

m. Notice. Any notice required by this Agreement shall be in writing and shall be deemed given when sent, postage prepaid, through the United States Postal Service by certified mail, return
receipt, or when sent by internationally recognized overnight delivery service, or personally served upon the appropriate Party.

n. Academic Freedom. Both sides agree to observe and respect the commonly accepted principles of academic freedom.

o. Open Records Act. As the Program on Chinese Language and Culture is a unit of Georgia State University, its records are subject to Georgia's Open Records Act. This Agreement and other Institute documents are public documents and may be posted on the website of Georgia State University and the Program on Chinese Language and Culture at Georgia State.

p. Comprehensive Evaluation. The parties acknowledge Georgia State may request a comprehensive evaluation of the Program on Chinese Language and Culture by a team of reviewers on a periodic basis.

q. Entire Agreement. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter herein, and supersedes all prior oral and written agreements. This Agreement may be modified or amended only in a writing and signed by the Parties.
WHEREFORE the parties to this Agreement signify their acceptance of the terms and conditions contained herein by signing in the spaces below.

Beijing Language and Culture University

By: [Signature]

Name: Li LIU
Title: President
Date: 2021/3/25

Board of Regents of the University System of Georgia, by and on behalf of Georgia State University

By: [Signature]

Name: Mark BECKER
Title: President
Date: 3/3/2021