

0102-02.074

**RENEWAL AGREEMENT AMONG
CHINESE INTERNATIONAL EDUCATION
FOUNDATION,
GUILIN UNIVERSITY OF ELECTRONIC
TECHNOLOGY AND
NATIONAL UNIVERSITY OF BATTAMBANG
ON THE COOPERATION ON
CONFUCIUS INSTITUTE**

Party A: Chinese International Education Foundation
Address: 15 Xueyuan Road, Haidian District, Beijing,
China

Legal Representative: YANG Wei

Party B: Guilin University of Electronic Technology
Address: 1 Jinji Road, Guilin, Guangxi, China, 541004
Legal Representative: XU Huarui

Party C: National University of Battambang
Address: National Road 5, Sangkat Preaek Preah Sdach,
Battambang City, Battambang Province, Cambodia
Legal Representative: Sok Khorn

Whereas *AGREEMENT BETWEEN CONFUCIUS
INSTITUTE HEADQUARTERS OF CHINA AND UNIVERSITY*

*OF BATTAMBANG ON THE ESTABLISHMENT OF
CONFUCIUS INSTITUTE AT UNIVERSITY OF*

BATTAMBANG signed on 05/12/2018 expired as of 04/12/2023, and the Parties have a good cooperation during the period of the agreement, in order to further strengthen the cooperation and exchange among the Parties, to jointly develop the Confucius Institute, to help the local people to learn the Chinese language and understand Chinese culture, and to achieve common development, the Parties have, in the principles of mutual respect, friendly consultation, equality and mutual benefit, entered into the Agreement of their own accord.

Article 1 Name and Scope of Activities

The full name of the Confucius Institute in question is: Confucius Institute at National University of Battambang in Cambodia, which is a China-Cambodia cooperation project. The Confucius Institute shall fulfill the missions of Confucius Institutes, operate according to the laws and regulations of Cambodia and local needs, and may carry out the following activities:

- (a) Offer Chinese language instruction and carry out related research;
- (b) Provide education and training for Chinese language teachers;

- (c) Develop Chinese language teaching materials and resources;
- (d) Run language and cultural exchange programs;
- (e) Administer examinations and offer certification in regards to Chinese language and culture;
- (f) Conduct research and provide consulting services regarding China's education, culture, etc.; and
- (g) Carry out other activities consistent with the missions of Confucius Institutes.

Article 2 Organization, Operation and Management

1. Party A provides macro-level guidance to the Confucius Institute.

2. Party B and Party C are jointly in charge of the daily operation and management of the Confucius Institute and shall set up a Board of Directors (hereinafter referred to as "the Board") as the decision-making body on key issues concerning the Confucius Institute. Both Parties may sign a separate agreement on specific programs and shall submit such agreement to Party A for documentation.

(a) Makeup of the Board

The chairs and members of the Board shall be nominated by Party B and Party C respectively and appointed upon consent from the other Party. As agreed by both Parties, the current

Board of Directors of the Confucius Institute consists of:

Chinese Chair: Xu Huarui of Party B;

Cambodian Chair: Sok Khorn of Party C;

Board members:

From Party B: Nie Hui, Gao Lanying, Yi Yongzhong

From Party C: Sam Rany, Voithna Nhean

For better development of the Confucius Institute, other institutions or individuals may serve on the Board with the consent of the Parties.

(b) Responsibilities of the Board

The Board shall fulfill the following responsibilities: drafting and amending the Constitution of the Confucius Institute; formulating the development plan of the Confucius Institute; formulating the governance structure; reviewing and appointing the Chinese and Cambodian Directors and personnel for other key management positions; approving the annual work plan as well as budget and final accounts; deciding on the establishment of subordinate Confucius Classrooms and reporting the decision to Party A for review and approval; approving the proposal to set up subordinate teaching sites; reviewing and approving the annual report of the Confucius Institute; establishing a sound teaching quality assurance and assessment mechanism, and making decisions on other major matters of the Confucius Institute.

The Constitution, development plan, the makeup of the Board, profiles of Chinese and Cambodian Directors, annual report and other documents of the Confucius Institute shall be submitted to Party A for documentation.

(c) Board meeting

The Board shall meet at least 1 time per year on-site, online or by correspondence. Board decisions shall be recorded in the minutes and kept as important files.

3. Daily Operation and Management of the Confucius Institute

Chinese and Cambodian Directors, nominated by Party B and Party C respectively and appointed by the Board, shall perform the duties of daily operation and management of the Confucius Institute, implement the development plan and annual work plan of the Confucius Institute approved by the Board, report on the progress of work to the Board on a regular basis, and involve the Confucius Institute in the events organized by Party A.

Article 3 Rights and Obligations

1. Party A shall:

(a) authorize the use of the Confucius Institute trademark, including the name and the logo, to the Confucius Institute hosted by Party B and Party C;

- (b) provide macro-level guidance to Confucius Institutes;
- (c) host national, regional, and global Confucius Institute conferences, and other activities;
- (d) build up the reputation of the Confucius Institute brand, and improve its global recognition;
- (e) set up programs supporting the development of Confucius Institutes and providing financial or other support to eligible Confucius Institutes in accordance with the program terms;
- (f) award outstanding Confucius Institutes and/or individuals;
- (g) organize training programs related to Confucius Institutes; and
- (h) provide other possible support necessary for the development of Confucius Institutes.

2. Party B shall:

- (a) use the Confucius Institute trademark, including the name and the logo, in a legal and compliant manner, and maintain its brand reputation;
- (b) jointly formulate the development plan and raise funds for the Confucius Institute with Party C;
- (c) pay the salary of the Chinese Director during his/her term of service;
- (d) jointly provide and train teaching and administrative

staff with Party C;

(e) provide annual fund to the Confucius Institute;

(f) receive the China-bound delegations from the Confucius Institute;

(g) assist students of the Confucius Institute in applying for scholarships for study in China; and

(h) provide teaching resources and other support for the Confucius Institute.

3. Party C shall:

(a) use the Confucius Institute trademark, including the name and the logo, in a legal and compliant manner, and maintain its brand reputation;

(b) jointly formulate the development plan and raise funds for the Confucius Institute with Party B;

(c) provide office and teaching space and facilities and other necessary conditions for the Confucius Institute;

(d) jointly provide and train teaching and administrative staff with Party B;

(e) assist personnel from the Chinese side in entry, exit and residence procedures and provide necessary work facilities, life conveniences and security assurance; and

(f) open a dedicated bank account for the Confucius Institute and manage and use the fund in full compliance with applicable laws and regulations.

Article 4 Intellectual Property

The Confucius Institute shall abide by relevant laws and regulations in the use of intellectual property owned by other parties; the ownership of intellectual property that is independently developed by the Confucius Institute or jointly developed by the Confucius Institute and other institutions shall be specified by agreement by parties concerned in the principle of fairness.

Article 5 Revision of Agreement

During the execution of the Agreement, revisions or a supplementary agreement can be made with the consent of the Parties. All revisions shall be made both in Chinese and English in writing, and shall take effect after being signed by the legal or authorized representatives of the Parties.

Article 6 Term of Agreement

1. The Agreement shall be effective as of 05/12/2023.
2. The Agreement is valid for 5 years. If any Party does not wish to extend the term of the Agreement, it may be terminated by agreement of the Parties, and the Party proposing termination shall notify the other Parties in writing 180 days prior to the expiration date of the Agreement. If none of the Parties proposes

any revision or termination of the Agreement, it will be automatically extended for 5 years.

Article 7 Force Majeure

The Parties hereto shall be exempted from performing their obligations hereunder in the event of force majeure, i.e., unforeseeable, unavoidable and insurmountable circumstances, including but not limited to, natural disaster, plague, war and military action, terrorist attack, and an act of deliberate sabotage. Failure of any of the Parties to perform its obligations, or to perform its obligations hereunder on time due to force majeure, shall not be deemed as a breach of contract, and the Party shall not be liable for such failure. However, force majeure events shall not include strikes or various labor disputes, delays in the delivery of equipment or supplies, or financial difficulties.

Should any of the Parties be prevented to perform the obligations hereunder by force majeure, the affected Party shall notify the other Parties in writing to suspend or cancel the program and shall duly take timely and effective measures to minimize the loss of the other Parties.

Article 8 Suspension and Termination

1. The Agreement may be suspended or terminated under any of the following circumstances:

(a) If either of Party B or Party C has no intention to continue the cooperation, such Party shall notify, in writing, the other Party 180 days before the expiration date of the Agreement, and a Board meeting shall be convened to discuss the matter. Should no consensus be reached, Party A shall be informed at the first opportunity.

(b) If the Agreement is rendered impossible to be executed due to force majeure in accordance with Article 7 herein, it may be suspended with the consent of all Parties. Matters during the suspension period and the resumption date shall be determined by the Parties.

(c) If the Confucius Institute violates or improperly uses the Confucius Institute trademark, damages its brand reputation, or fails to operate for an extended period of time, Party A has the right to request Party B and Party C to rectify the situation. If the situation has not improved after rectification, Party A has the right to withdraw the authorization to use the Confucius Institute trademark.

Except for the above circumstances, no Party may request early termination of the Agreement; otherwise, the defaulting Party shall compensate the other Parties for all losses, including but not limited to all the investment made hereunder, attorney fees incurred in defending rights and interests, and indemnity for reputational loss.

2. In the event of termination of the Agreement, the Parties shall adopt proper measures to deal with ensuing matters, with the aim of avoiding negative impact on the other Parties, including but not limited to:

(a) Upon termination of the Agreement, the balance in the Confucius Institute bank account shall be automatically frozen, and the funds shall be returned to the providers after the amount is confirmed by all Parties.

(b) Termination of the Agreement shall not affect separate agreements, contracts or programs being executed by the Parties.

(c) Upon termination of the Agreement, Party B and Party C shall make proper arrangements on the studies of the affected students, outgoing Chinese personnel and other matters.

(d) Upon termination of the Agreement, without the re-authorization by Party A, the Confucius Institute trademark shall not be used or transferred directly or indirectly in any form by Party B or Party C.

Article 9 Dispute Settlement

1. If any of the Parties attempts to inform the other Parties of any major matter, it shall be fulfilled in a written letter of confirmation signed by the authorized representative.

2. Should there be any dispute during the execution of the Agreement, all Parties shall first resort to friendly consultation for a solution. Should no consensus be reached, the Parties can submit the dispute to an arbitration institution recognized by all Parties for settlement, or launch a lawsuit to a court that has jurisdiction over the case.

Article 10 Miscellaneous

Other matters not set forth herein shall be addressed through friendly and equal consultations among the Parties.

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

The Agreement is made in three copies and each copy is written in both Chinese and English. Both versions are equally valid. In case of inconsistency, the Chinese version shall prevail.

Chinese International Education Foundation

Legal Representative: Yang Wei

Date: 25/12/2023

Guilin University of Electronic Technology

Legal Repr

Date:



National University of Battambang

Legal Representative: Sok Khorn

Date: 25/12/2023