

AGREEMENT BETWEEN
THE UNIVERSITY OF SOUTH FLORIDA CONFUCIUS INSTITUTE,
AND
THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
ON THE ESTABLISHMENT OF
THE CONFUCIUS CLASSROOM AT PINE VIEW SCHOOL

THIS AGREEMENT is made this _____ day of _____, 2013, by and between THE UNIVERSITY OF SOUTH FLORIDA (“UNIVERSITY”) BOARD OF TRUSTEES, a public body corporate, for its CONFUCIUS INSTITUTE (“INSTITUTE”), and THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA (“SCHOOL BOARD”).

WITNESSETH:

WHEREAS, the role of the Institute is to serve the local community by developing Chinese teaching and learning in local elementary and secondary schools, and enhancing the mutual understanding and friendship between young people of both countries; and

WHEREAS the parties desire to establish the Institute at Pine View School (“School”) for said purposes, and on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Purpose. The parties agree to establish the Pine View School Confucius Classroom, which shall serve to enhance understanding and friendship between the young people of China and the United States by sponsoring the teaching and learning of Chinese language and culture through the following programs and activities:

(a) Conducting Chinese teaching programs and tests for young learners (such as YCT Chinese proficiency test).

- (b) Assisting in training local Chinese language instructors;
- (c) Organizing exchange programs between local and Chinese elementary and secondary school students; and
- (d) Conducting activities related to Chinese language and culture.

2. Management and Operation. With the Confucius Classroom operating as its project, the Institute shall be responsible for overseeing the general operation of the Confucius Classroom, including developing annual plan and annual budget for the Confucius Classroom, and submitting to the Confucius Institute Headquarters (“Headquarters”) for approval. The Confucius Classroom will submit an annual expenditure report to the Institute. The Institute will report to the Headquarters concerning the operation of Confucius Classroom on an annual basis. The Confucius Classroom shall be launched for full operation within a year upon the signing of this agreement.

3. Obligations.

The obligations of the University and Institute shall include:

- (a) To secure necessary authorization to use the title “Confucius Classroom,” and to provide logos and Confucius Classroom emblems;
- (b) To provide \$10,000 start-up funds and a set amount of annual funding according to the needs of the Confucius Classroom and funding availability;
- (c) To assist the Confucius Classroom to apply to the Headquarters for the set volumes of books, audio-visual, multimedia materials and courseware, and for authorization of using online courses; and
- (d) To assist with invitation letters for any appropriate Chinese official visitors who are invited by the Confucius Classroom.

The obligations of School Board shall include:

- (a) To direct the School’s principal or assistant principal to arrange for the supervision

and management of the Confucius Classroom as any other School classroom;

(b) To provide an appropriate site for teaching and office space for the Confucius Classroom and its staff consistent with that provided to other teachers in the School;

(c) To provide necessary facilities and the management and maintenance of such facilities;

(d) To receive a plaque of the Confucius Classroom according to the requirement of the Headquarters, and hang it at the gate of the school or an obvious place of the building in which the Confucius Classroom is located;

(e) To provide administrative oversight for the Confucius Classroom;

(f) To allow the School, in its internal funds, to manage the funds of the Confucius Classroom, and provide an annual financial report to Institute regarding the funds of the Confucius Classroom; and

(g) To provide local support to the Confucius Classroom.

4. Financial Support. The University and the Institute shall be responsible for securing \$10,000 of start-up funds for the Confucius Classroom, according to needs of the Confucius Classroom and resources of the Headquarters. To supplement these funds, the Institute, with the assistance of its Headquarters, and the School shall jointly raise funds for the Confucius Classroom.

5. Intellectual Property. The Institute, through its Headquarters, owns the title of “The Confucius Classroom,” its related logo, and plaque as its exclusive intellectual property. School is hereby granted permission to use such intellectual property for the duration of this Agreement. School shall discontinue using or transferring the title, logo, and plaque in any form, either directly or indirectly, after this Agreement has been terminated.

6. Effective Date and Termination. This Agreement shall come into effect upon the

date when it is signed below. This Agreement shall expire on June 30, 2016, unless sooner terminated by either party without cause upon sixty (60) days written notice to the other.

7. Student Records. Pursuant to the terms of this Agreement, University and/or Institute, or their agents, may receive from School Board and/or School personally identifiable student information, the confidentiality of which is protected under the Family Educational Rights and Privacy Act as well as Sections 1002.22 and 1002.221, Florida Statutes, which deal with the confidentiality of educational records for students in Kindergarten through 12th grade. University and Institute acknowledge and agree that, in accordance with these laws, it may use such information only for the purposes for which the disclosure was made and may not re-disclose the information to any other party without the prior written consent of School Board. University and Institute shall not allow anyone to obtain access to personally identifiable information from education records except in strict accordance with the requirements, if any, established by the School Board in writing. Upon termination of the Agreement, University and Institute shall, at the election of the School Board, either destroy or return to the School Board, all such information in its possession, if any, and confirm the same in writing to the School Board.

8. Liability. The parties agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages proximately caused thereby; provided, however, the parties agree that School Board's, University's and Institute's liability is subject to the monetary limitations and defenses imposed by Section 768.28, Florida Statutes.

Nothing herein is intended to serve as a waiver of sovereign immunity by School Board, University and Institute, nor shall anything herein be construed as consent by School Board, University and Institute to be sued by any third party for any cause or matter arising out of or related to this Agreement.

9. English and Chinese Versions of Agreement. The matching Chinese version of the Agreement is intended to be the same as the English version and to have the same legal effect. In the event of a conflict between the two versions, the collaborating parties shall attempt to find a mutually agreeable solution through consultations, failing which the English version shall control.

(Signature page next)

(Signature page)

Final approval for the University of South Florida

Board of Trustees, a public body corporate, by

University of South Florida

School Board of Sarasota County, Florida

Karen Holbrook, Ph.D.

Jane Goodwin, Chairperson

Senior Vice President


Signature: _____

Signature: _____

Date: _____

Date: _____

ATTEST:

Approved as to Form and
Legal Sufficiency

Henry W. Lavandera
Attorney USF

USF World

Sarasota County Public Schools

Roger Brindley, Ph.D.

Lori White, Ph.D.

Associate Vice President

Superintendent

Date: _____

Date: _____

USF Confucius Institute

Pine View School

Kun Shi, Director

Jennifer Freeman, Assistant Principal

Signature: _____

Signature: _____

Date: _____

Date: _____

Approved for Legal Content,
May 16, 2013 by Matthews Eastmoore,
Attorneys for The School Board
of Sarasota County, Florida

6 Signed: ____ASH_