

**MEMORANDUM OF AGREEMENT BETWEEN
SHORELINE COMMUNITY COLLEGE AND
THE CONFUCIUS INSTITUTE OF THE STATE OF WASHINGTON**

This Memorandum of Agreement (hereinafter referred to as the “MOU”) is entered into effective January 3, 2023, by Shoreline Community College (hereinafter referred to as the “College”) a state agency for post-secondary, higher education with its primary place of business located at 16101 Greenwood Avenue N., Shoreline, WA 98133, and The Confucius Institute of the State of Washington (hereinafter referred to as “CIWA”) with its primary place of business located at Pacific Lutheran University, 12180 Park Avenue S., Tacoma, WA 98447. Additionally, the College and the Institute may also be referred to in this MOU as “The Parties” or separately as a “Party” to this agreement. The parties agree that this MOU is engaged to promote Chinese language education within the State of Washington, to support the Chinese Program at the College, and to facilitate China studies the College.

ARTICLE I. – OBJECTIVES & RESPONSIBILITIES

The College and CIWA will cooperate in efforts to establish projects, programs, and activities to support the Chinese language program and other China studies programs at the College. Both parties agree to exercise reasonable efforts to develop the following general forms of cooperation:

1. Establish ties of friendship and cooperation via social, cultural, educational, and other activities.
2. Seek resources that facilitate the teaching of and research on Chinese language and culture.
3. Promote potential opportunities for the broader, local community to learn about Chinese language and culture.

The Institute will:

1. Help the College identify and secure teaching and learning resources, including Chinese books, references, and audio/visual materials from the CIWA’s Chinese partner universities.
2. Provide information to the College about funding opportunities and guidelines on funding applications on an annual basis to support Chinese programs at the College.
3. Assist the College with funding and budget proposals and seek financial support from the CIWA’s Chinese partners located in China.
4. Manage and administer funds provided by CIWA’s Chinese partners to support Chinese programs at the College.
5. Assist the College as requested to apply for CIWA-sponsored Chinese instructor(s) to teach Chinese courses at the College.
6. Provide resources and guidelines for the College’s students to participate in the Chinese Proficiency Tests organized by CIWA at Pacific Lutheran University.
7. Provide the College’s students information about scholarship programs at CIWA’s Chinese partner universities.
8. Provide information about funding opportunities for research and academic conferences in China; additionally, provide support to faculty and staff at the College to apply for funding related to these conferences.

The College will:

1. Identify matching services in kind which may include teaching and learning resources available on campus, space for the events and necessary administration to support the jointly developed Chinese language and Chinese cultural programs/projects.
2. Maintain regular communication with CIWA including:
 - a. Submission of written event reports and invoices with original receipts to CIWA after each event/quarter for the program/project that has been complete as requested.
 - b. Submission of an annual budget proposal by the end of each year to CIWA representatives for review and submission to CIWA's funding partners in China.
 - c. Providing updates on personnel changes that relate to the collaboration described in this MOU.
3. Provide VISA [specify what type of visa] application documents and assistance when a CIWA-sponsored Chinese instructor is requested.
4. Provide teaching venue(s), necessary office conditions, and appropriate funding for the teacher's professional development opportunities (including support for at least one domestic conference travel a year).
5. Provide the CIWA-sponsored Chinese instructor the same rights and protections afforded to any other guest faculty to the College.
6. Promote the Chinese Proficiency Tests (HSK & HSKK) at the College and provide necessary resources, including space and computers required to administer the HSK tests if/when the College determines to hold such tests on its campus.
7. Provide necessary assistance to the College's students who wish to apply for scholarships published through CIWA.

ARTICLE II. – COOPERATION WITH THIRD PARTIES

CIWA and the College recognize the benefits of resources from a third party to this collaboration and/or specifically just to the College. Both parties agree that this MOU is not exclusive. Either the College or CIWA can identify another party or parties for joint participation in mutually agreed upon projects and activities. If/when occasion arises for a third party to participate in the Chinese educational and cultural activities that are the intent and purpose of this agreement, that party will be identified in an addendum to this MOU requiring review and authorized signatures from appropriate representatives from the College and CIWA.

ARTICLE III. - DURATION & TERMINATION

This MOU is valid for a period of five year(s) from the date of last signature and may be renewed by the mutual written consent of the parties (30) days prior to expiration. Any modification to this MOU shall be made in writing and require the approval of the authorized signatory of Shoreline Community College and the authorized signatory of the Confucius Institute of the State of Washington, or their designees.

Either party can terminate this LOIC with a 90-day written notice to the other party.

ARTICLE IV. – NON-BINDING AGREEMENT

This MOU is intended only to set forth the general understanding and cooperation of the parties with respect to the subject matter herein, and does not contractually or legally bind the either of the parties.

The College and CIWA are the only parties to this MOU. This MOU neither implies nor creates any financial obligations on the part of Shoreline Community College, Pacific Lutheran University, or CIWA.

ARTICLE V. – RESOLUTION OF DISPUTES & HOLD HARMLESS

In the event that a dispute arises under this Agreement, the parties shall make every effort to resolve it themselves. Should the parties enter into future contracts separate from this MOU, such contracts will contain a detailed resolution process. Each party is an institution of higher education of the State of Washington and is self-insured or insured under the State Self-Insurance Liability Program. Shoreline Community College shall be responsible for negligent act or failure to act on the part of itself, its employees, and its agents. Pacific Lutheran University and CIWA shall be responsible for negligent act or failure to act on the part of itself, its employees, and its agents.

ARTICLE VI. – CONTACT PERSONS


Mikel G. Edwards, PhD
Confucius Institute of the State of WA
Pacific Lutheran University
12180 Park Avenue S.
Tacoma, WA 98447
ciwa@plu.edu

Xiaohan (Linda) Du
International Education, China
Shoreline Community College
16101 Greenwood Ave North
Shoreline, WA 98133
ldu@shoreline.edu

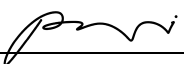
IN WITNESS WEHREOF, the parties have executed this Agreement.



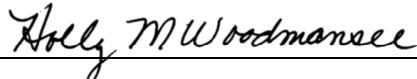
1/13/23
Date
Geoff E. Foy, PhD
CIWA Board Chair
Associate Provost for
Graduate Programs & Continuing Education
Pacific Lutheran University



1/12/23
Date
Jack S. Kahn, PhD
President
Shoreline Community College



1/13/2023
Date
Paul Manfredi, PhD
CIWA Director
Professor of Chinese
Pacific Lutheran University



1/12/23
Date
Holly Woodmansee
Interim VP for Business & Administrative Services
Shoreline Community College