

**An Exchange Education Proposal**  
**Between**  
**American Indian Model Schools, Oakland, CA, USA**  
**And**  
**Beijing CIOFF Education & Technology Ltd, China**  
**By Mr. Fenglin Wu**

Beijing CIOFF(International Council of Organizations of Folklore Festivals and Folk Arts) Education & Technology Ltd, China extended an intention to open an exchange education program with American Indian Model Schools (“AIMS”, and hereinafter referred to collectively as the “parties” and singularly as a “party”), recognizing a mutual desire to explore and potentially develop cooperative partnerships between the two parties.

- 1) The parties will make an effort to discuss and potentially develop a cooperation agreement in one or more of the following fields upon the principles of equality and reciprocity, and consistent with applicable law including but not limited to United States and California laws regarding student privacy:
  - i) Establishment of friendly relations between the students of both sides,
  - ii) Promotion of mutual knowledge and understanding of each other’s culture among the students of both sides,
  - iii) Exchange of teachers and students,
  - iv) Communications concerning the teaching and extra curriculum activities, in particular, CIOFF team members will be organizing a folk art show to our kids Friday afternoon, 2/2/2018.
  - v) Exchange of curriculum and teaching materials, to the extent such exchange may be consistent with any applicable proprietary and intellectual property rights.
  - vi) Implementation of programs agreed by the parties,
  - vii) Other matters discussed and agreed upon by the parties.
  
- 2) If the parties reach an agreement with respect to any of the above-mentioned items, detailed plans and agreements will be formed after discussions between the parties for specific cases. Both parties understand that any financial arrangements will have to be negotiated and will depend on the availability of funds. Each party further understands and acknowledges that neither party is obligated to enter into an agreement with respect to the above-mentioned items. Each party will remain solely responsible for its own expenses, including any legal fees, and costs. In no event shall AIMS be responsible for expense, including any legal fees, or costs incurred by BCETL or any of its officials, officers, employees, students, agents, affiliates or volunteers.
  
- 3) This proposal and all questions relating to its validity, interpretation, performance, and enforcement (including without limitation, provisions concerning limitations of actions), shall be governed by and construed in

accordance with the law of the State of California, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary and without the aid of any canon, custom, or rule of law requiring construction against the draftsman.

- 4) The parties agree that this proposal is not a formal legal agreement giving rise to any legal relationship, rights, duties or consequences.
- 5) This proposal shall commence immediately under a Memorandum Of Understanding (MOU) upon the date of signing by both parties and expire on January 22, 2019.
- 6) The MOU is available in English and in Chinese, both texts being equally authentic.
- 7) BETLC extended an intention to donate money in cash as support for the exchange education program according to the population of visiting Chinese students.