

# KSI Operational Regulations

Mar. 12, 2014 enacted  
Dec. 15, 2014 revised  
Mar. 23, 2016 revised  
July 14, 2017 revised  
Jan. 4, 2018 revised  
Mar. 15, 2018 revised  
July 1, 2019 revised completely  
Feb. 14, 2020 revised  
Jan. 21 2022 revised

## Chapter 1. General Provisions

**Article 1 (Purpose)** The purpose of these regulations is to provide the “Guidelines on the Designation of and Support for King Sejong Institutes” (“KSI” hereinafter) to enable them to perform the services for which the King Sejong Institute Foundation (hereinafter “the Foundation”) is responsible and to propagate the Korean language effectively according to Article 19-2 of the Framework Act on Korean Language.(revised on January 21, 2022).

**Article 2 (Definition)** The terms used in these guidelines are defined as follows:

1. “King Sejong Institute Foundation (KSIF)” (hereinafter, “Foundation”) refers to the foundation that was established to efficiently undertake the dissemination of the Korean language in accordance with Article 19-2, Paragraph 1, of the Framework Act on the Korean Language.
2. “King Sejong Institute (KSI)” refers to the institution designated by the KSIF to offer Korean language education as a foreign or second language and Korean culture education in accordance with Article 19-2, Paragraph 5, Subparagraph 1, of the Framework Act on the Korean Language. The types of KSIs are categorized as follows:

- (1) General KSI: a KSI operated by a government institution at home or abroad, local government, university in Korea, or non-profit corporation with the help of financial support from others. There are two (2) types of general KSIs: independent and joint.
  - 1) Independent KSI: a KSI operated by an operating institution outside Korea
  - 2) Joint KSI: a KSI operated jointly by an operating institution outside Korea and an operating institution in Korea, both of which signed a contract for the operation of the joint KSI (revised on February 14, 2020).
- (2) Collaborative KSI: a KSI that is operated by a local government, diplomatic office abroad, or public institution, business, or non-profit corporation as defined under the Act on the Management of Public Institutions without financial support.
- (3) Hub KSI: a KSI founded or designated by the KSIF and operated as a model by the KSIF in order to set standards for the operation of KSIs and disseminate best practices to other KSIs. It may operate a joint or collaborative KSI when necessary(revised on February 14, 2020).
- (4) The term “King Sejong Institutes operated by Korean Cultural Centers” refers to the Korean language lectures operated by Korean Cultural Centers with the aim of propagating Korean culture based on the “Regulations on the Support and Management of Activities by Overseas Korean Cultural Centers and Culture Promotion Halls”.
- (5) The term “King Sejong Institutes operated by Korean Education Institutions” refers to the Korean language lectures operated by Overseas Korean Education Centers established based on Article 28 of the Act on Educational Support for Overseas Korean Nationals.
3. “Operating institution” refers to the institution that operates a KSI. There are two types of operating agencies: local operating agencies and operating agencies in Korea.
  - (1) “Local operating institution” refers to a local governmental institution(including diplomatic offices abroad), university or university affiliate in Korea, non-profit corporation, private organization, etc. that has been designated by the KSIF as a KSI operating institution.
  - (2) “Korean operating institution” refers to a Korean government organization (including diplomatic offices overseas), university or university affiliate in Korea, non-profit corporation, private organization, etc. that has been designated by the KSIF as a KSI operating institution.
4. “KSIF Nuriip” refers to the KSIF website.
5. “NBMS” refers to the online system that the KSI operating institution and teachers use to submit and manage reports.
6. The term “Online King Sejong Institute” refers to the online learning platform which the King Sejong Institute has deployed to provide contactless or online classes based on paragraph 2.
7. The term "designation of a King Sejong Institute” refers to the act of signing a service entrustment contract or newly electing entities eligible for the agreement to newly establish or operate a King Sejong Institute under the foregoing paragraph 2.
8. The term “termination of designation” of a King Sejong Institute refers to the act of nullifying

the effect of designation under the foregoing paragraph 7 by cancelling the designation before the signing of a service entrustment contract or terminating such contract after designation under the foregoing paragraph 7.

9. “KSI director” refers to the person who is in an position to represent organization that applies to operate a KSI and supervises and manages the operation of a KSI.

10 “Staff” refers to those who are legally able to a work in accordance with local law and are working-level employees under the management and supervision of a director.

(revised completely on January 21, 2022)

**Article 3 (Target and scope of application)** 1. These regulations shall apply to all matters related to the designation and operation of a KSI, except in cases where there are other special regulations.

2. These regulations shall not apply to the submission of monthly reports by and the budgetary operations of collaborative or model King Sejong Institutes. (revised on January 21, 2022)

## **Chapter 2. Designation as KSIs, etc.**

**Article 4 (Designation)** 1. The KSIF may designate a course or an institution that teaches Korean culture and the Korean language as a foreign or second language as a KSI (revised on February 14, 2020).

2. The specific procedures and requirements for review and others for designation of King Sejong Institutes shall follow the separate provisions provided by the Foundation’s Chairperson. (revised on January 21, 2022)

**Article 5 (Announcement of designation as a KSI)** 1. The Foundation shall publish its designation plan at its website and via other media 10 or more days six months before the planned designation of a new King Sejong Institute. However, the Foundation’s Chairperson shall separately determine the announcement concerning the designation of collaborative King Sejong Institutes. (revised on January 21, 2022)

2. The announcement should include the qualifications of the applicants, criteria for designation, designation procedure, and required documents to submit.

### **Article 6 (Requirements and application for designation as a King Sejong Institute)**

1. Organizations, institutes, etc. that desire to be designated as a King Sejong Institute {hereinafter "applicants for designation"} shall meet the requirements provided under Attached Schedule 1 (Attached Schedule 2 in the case of collaborative King Sejong Institutes).

2. The applicants for designation shall submit to the Foundation all the required documents based

on each of the following types:

(1) The applicants for designation as a general King Sejong Institute should submit the following documents together with a written application using Attached Form No. 1:

1) Application for designation as an independent KSI: Documents that prove eligibility for designation, such as duplicate copies of incorporation permit certificates, a copy of the corporate register (a copy including registered directors in the case of non-profit corporations), and notarized copies of business or taxpayer registration certificates;

2) Application for designation as an affiliated KSI: Documents that prove eligibility for designation, such as duplicate copies of incorporation permit certificates, a copy of the corporate register (a copy including registered directors in the case of non-profit corporations), notarized copies of business or taxpayer registration certificates,, and a service agreement with the operating entity.

(2) Applicants for designation as a collaborative King Sejong Institute should submit the following documents together with a written application using Attached Form No. 2:

1) Notarized copy of the business (taxpayer) registration certificate of the operating entity;

2) Résumé and supporting documents of the operating personnel (license or certification in the case of teachers);

3) Service agreement with the operating entity (when applicable);

4) Education permit or license (in regions where applicable).

3. The Foundation's Chairperson may request additional documents for submittal in the recruitment announcement as required when selecting an appropriate operating entity based on fair deliberation.

4. Regarding applications for designation as an independent KSI under the foregoing paragraph (2), the head of the operating entity concerned should apply for designation. In the case of collaborative KSIs, the head of the domestic operating entity should submit the application for designation after signing an alliance agreement with the local operating entity on the operation of the KSI.

(revised completely on January 21, 2022)

**Article 7 (Deliberation on designation as KSI)** 1. The KSIF shall deliberate on the qualifications of the applicants for designation specified in Article 6, Paragraph 1, above, and designate the appropriate applicants as KSIs by taking the following into consideration:

(1) The operating agencies' understanding of KSI business and capacity to operate the KSI systematically (revised on February 14, 2020)

(2) Expertise in operation and organization of human resources in education-related areas (revised on February 14, 2020)

(3) Systematized foundation of Korean language and culture education (revised on February 14, 2020)

(4) Ripple effect expected to be generated by the designation

2. The KSIF shall create a deliberation committee for KSI designation (hereinafter referred to as “Committee”) to ensure the fairness of the screening process based on the qualifications specified in Paragraph 1 of this article.
3. The organization and operation of the Committee shall comply with the Regulations on the Operation of the Deliberation Committee for KSI Designation.

**Article 8 (KSI designation and announcement)** 1. The KSIF should notify the application of the Committee’s deliberation on KSI designation and announce the name and location of the KSI thus designated on the KSIF website.

2. The Foundation shall issue a letter of KSI designation, using Attached Form No. 3, to an operating entity designated as the operator of a KSI. (revised on January 21, 2022)
3. Other particulars necessary for the KSI designation procedure should be finalized by the president of the KSIF.

**Article 9 (KSI service entrustment agreement)** 1. In the case of a general KSI designated based on Article 8, the Foundation shall enter into a service entrustment agreement with the head of the operating entity designated as a KSI using Attached Form No. 4 within two months from the day of notification of its designation as a KSI. However, the Foundation may cancel the designation as provided under Article 51 without signing the service entrustment agreement when it is affirmed prior to signing of the agreement that the entity has acquired its designation as a KSI by using false or unlawful means or when a reason for disqualifying the designated operating entity from signing the service entrustment agreement arises.

2. The head of the operating entity shall prepare and obtain the Foundation's approval of the operational and budgetary plans for the relevant KSI after signing a service entrustment agreement as provided under the foregoing paragraph 1.
3. The service entrustment agreement provided under paragraph 2 shall be valid for an initial six months during which the operating entity shall perform the required services on a trial basis; whereas the Foundation shall determine the renewal of the agreement based on the performance of such trial operation. The duration of the agreement shall be readjusted each year for a maximum of three years.
4. In order to renew the service entrustment agreement, the new agreement must be signed one month before its expiry. In the event that renewal is decided after such time limit, the renewed agreement must be signed within two months of the expiry date of the existing agreement.
5. The Foundation’s Chairperson shall separately provide the procedures required for the service entrustment agreement and other related matters.

(revised completely on January 21, 2022)

**Article 10 (Change of the operating entity and types of KSI)** 1. When an independent KSI intends to become an affiliated KSI, an affiliated KSI intends to become an independent KSI, or a KSI intends to replace its operating entity, it shall submit a written application to the Foundation according to types listed below: (revised on September 1, 2022)

(1) When an independent KSI applies for the Foundation's approval to become an affiliated KSI: The application shall be made by the head of the domestic operating entity after signing a business agreement on the operation of the KSI with the local operating entity. (newly inserted on September 1, 2022)

(2) When an affiliated KSI applies for the Foundation's approval to become an independent KSI: The application shall be made by the head of the domestic or local operating entity. (newly inserted on September 1, 2022)

(3) When an affiliated KSI applies for the Foundation's approval to replace its operating entity: The application shall be made by the head of the existing domestic operating entity after signing a business agreement on the operation of the KSI with the local (or domestic) operating entity that is scheduled to replace the existing operating entity. (newly inserted on September 1, 2022)

2. When a written application is filed with the Foundation for a change or replacement as provided under paragraph 1, the Foundation may request the applicant entity to submit specific supporting documents to be provided under the Guidelines based on the types of operating entity. (newly inserted on September 1, 2022)

3. The Foundation shall decide to approve or reject an application as provided under paragraph 1 based on the deliberations of its Designation Review Committee. Upon approving a change or replacement, the Foundation shall issue a Letter of Designation to the KSI operating entity within one month. (revised on September 1, 2022)

4. When a request for change is approved as provided under paragraph 3, the Foundation shall sign a new service entrustment agreement with the KSI operating entity based on the changed conditions. In such a case, the duration of the new service entrustment agreement shall last from six months up to one year from the day on which the request for change is approved to allow the operating entity to perform the services on a trial basis. The Foundation shall determine the renewal of the agreement based on the performance of such trial operation. The duration of the agreement will be readjusted each year for a maximum of three years. (revised on September 1, 2022)

(revised completely on January 21, 2022)

**Article 11 (Operation of collaborative KSI)** 1. The Foundation shall sign a service agreement with the operating entity of a collaborative KSI that has been newly designated as such based on Article 8.

2. The Foundation may provide collaborative KSIs with teachers and teaching materials upon

signing the agreement as provided under paragraph 1.

3. When any extraordinary event arises in the course of operating a collaborative KSI, it may be re-designated as a general KSI, and the Foundation's Chairperson shall separately provide the detailed procedures.

(revised completely on January 21, 2022)

## **Chapter 3. Duties**

**Article 12 (Basic principles)** 1. The chief of the operating institution should ensure that KSI personnel (academic director, operating personnel, and teachers) comply with the laws and regulations of the country in which the KSI is located, respect local traditions and customs, and do not provoke anti-cultural and religious sentiments or engage in missionary activities (revised on February 14, 2020).

2. When it is difficult or feared to be difficult to perform KSI services, the head of the operating entity concerned must follow the Foundation's instructions under consultation with the Foundation, the local (south) Korean diplomatic mission or cultural center. (revised on January 21, 2022)

3. The chief of an operating institution should operate the KSI and submit the balance sheet according to the contract specified in Article 9 above.

**Article 13 (Obligations)** 1. The head of the operating entity shall comply with the King Sejong Institute's operational guidelines and service entrustment agreement and operate the Institute based on its approved annual service operation and budgetary plans according to Article 9 ( 2 ) .

2. The head of the operating entity shall provide lectures by securing an adequate number of teachers as provided under Article 21 so as to systematically propagate the Korean language and culture through the KSI.

3. In operating the KSI, the head of the operating entity shall operate Korean culture programs corresponding to the characteristics and requirements of the local region based on the principle of cultural reciprocity.

4. Notwithstanding this Article, the relevant provisions shall be followed when additional obligations are separately defined under other individual articles.

(revised completely on January 21, 2022)

**Article 14 (Modification of service operation and budgetary plans)** 1. The chief of an operating institution should seek the approval of the KSIF when changing the operational and budgeting plan.

2. The operating institution should report to the KSIF when making changes to KSI operation, in addition to the changes it makes to KSI operation that require the KSIF's approval according to

Paragrah 1 of this article.

(revised on January 21, 2022)

**Article 15 (Cooperation with outside institutions, etc.)** 1. The chief of an operating institution should seek approval from the KSIF when KSI teachers give lectures outside the KSI under the name of the KSI or when signing a business contract with other institutions for mutual exchange (revised on February 14, 2020).

2. KSI teachers should seek the KSIF's approval when they are invited to other institutions to deliver lectures (revised on February 14, 2020).

**Article 16 (Electronic processing of documents)** The head of the operating entity shall electronically process and administer all data related to the operation of the KSI using the KSI's integrated service management system(NBMS), including budgetary plans, operational plans, result reports, reconciliation or settlement reports, and academic administration reports. (revised on January 21, 2022).

**Article 17 (Asset management)** 1. In the event that any of the KSI's assets purchased with support funds or revenues are damaged or lost, the head of the operating entity concerned shall report the facts to the Foundation immediately in order to handle the issue with the approval of the Foundation. (revised on January 21, 2022).

2. The particulars related to the loss of, damage to, or disposal of KSI assets in accordance with Paragraph 1 of this article shall be specified separately by the president of the KSIF.

**Article 18 (Management of personal information security)** 1. The head of the operating entity may collect, utilize and store the personal data of its students within the extent permitted under the local statutes related to the protection of personal data in the country where the KSI is operated. (revised on January 21, 2022).

2. When collecting personal information, the chief of an operating institution shall obtain learners' consent to collect and make sure that their personal information is not lost, stolen, leaked, altered, or damaged.

## **Chapter 4. Organization and Members**

**Article 19 (KSI branch)** 1. The chief of the operating institution may establish a KSI branch with the approval of the KSIF when necessary for reasons such as class overload.

2. In accordance with Paragraph 1 of this article, the KSI is required to submit a branch



operational plan that includes the importance of operating the branch, needs of local learners, and operational plans in order to gain approval for the creation of the branch.

3. The KSIF may support branch operation when necessary by providing teachers and financial aid and determine whether to continue the operation of the branch based on operational performance and on-site inspection.

**Article 20 (Approval of KSI director, etc.)** The chief of an operating institution should gain the approval of the KSIF when recruiting or changing the KSI director, who actually oversees the operation of the KSI.

**Article 21 (Recruitment of teachers and operating personnel)** 1. To recruit the teaching and operating personnel of the KSI, the head of the operating entity shall hire those who are able to provide employment services based on the local related statutes according to the identity verification procedures of the relevant country, pursuant to final approval by the Foundation. For such recruitment, employment contracts shall be signed and their tax payment duties shall be fulfilled while complying with the local statutes and those of the Republic of Korea. (revised on January 21, 2022)

2. A KSI teacher should possess the following qualifications:

(1) Holders of a Korean language teaching certificate (issued by the Ministry of Ministry of Culture, Sports and Tourism) based on Article 13 of the Enforcement Decree of the Framework Act on Korean Language; (revised on January 21, 2022)

(2) Persons who have completed training courses for Korean language teachers (limited to education institutes authorized by the National Institute of the Korean Language) or local training courses for Korean language teachers provided by the Foundation since 2020. (revised on January 21, 2022)

(3) Bachelor's degree with at least one year of experience teaching Korean at an institution at which work experience as a Korean language teacher is recognized according to the Enforcement Decree of the Framework Act on the Korean Language(revised on February 14, 2020).

3. The KSIF may provide KSI teachers with training to improve their capacity to teach the Korean language and culture.

4. The particulars related to the recruitment and management of local teachers and staff pursuant to Paragraphs 1 and 2 of this article shall be decided separately by the KSIF president.

**Article 21-2 (Concurrent service)** 1. The operating entity may, with the approval of the Foundation, allow the KSI's director, operating and teaching personnel to perform multiple roles as and when required under the local conditions.

2. Notwithstanding the foregoing paragraph 1, no single individual shall perform three roles concurrently. (Newly inserted on January 21, 2022)

**Article 22 (Reasons for disqualification)** 1. As a rule, the operating entity must not appoint or hire any persons who have family relations with the head of the KSI's operating entity and other personnel (including the director or the operating and teaching personnel). However, this shall not apply in cases where the person satisfies the guidelines provided by the Foundation's Chairperson. (revised on January 21, 2022)

2. The term "family relations" under paragraph 1 refers to the person's spouse, lineal blood relatives, and siblings under subparagraph 1 of Article 779 of the Civil Act, and to the spouse of lineal blood relatives, lineal blood relatives of the spouse, and siblings (limited to those who share a livelihood) of the spouse as provided under subparagraph 2 of the same Article. (revised on January 21, 2022)

3. However, employment of family members is possible on a temporary basis with the approval of the KSIF when it is deemed difficult to recruit teachers and staff members due to local conditions. Measures for supplying teachers and staff should be submitted along with the completed application for the KSIF's approval.

**Article 23 (Dispatch of teachers)** 1. The KSIF may dispatch teachers with qualifications as set forth in the KSIF Guidelines for Dispatching Korean Language Teachers (revised on February 14, 2020).

2. The KSIF may dispatch those who are chosen by the president to support the KSIs as preliminary teachers.

3. When teachers are dispatched to a KSI according to paragraph 1 and 2 of this article, the KSI should comply with the KSIF's request for cooperation in relation to the KSIF's teacher dispatch project and shall not engage in unfair conduct or make inappropriate comments.

4. The particulars concerning teacher dispatch should comply with the KSIF Guidelines for Dispatching Korean Language Teachers.

## **Chapter 5. Budget Management**

**Article 24 (Operating expense allocation)** 1. The KSI's budget consists of the KSIF support funds, the operating institution's capital(hereinafter referred to as "Institutional funds"), and KSI profits.

2. The chief of an operating institution is required to present a detailed basis for calculation when budgeting, as mentioned in Paragraph 1 of this article.

3. The budget must be denominated in Korean won(KRW).

**Article 25 (Computation of support funds)** 1. The Foundation's Chairperson shall compute the

amount of support funds to be provided to KSIs based on the general commodity prices of the country where the KSI is located and its operational scale. (revised on January 21, 2022)

2. The Chairperson shall separately provide detailed guidelines for computing the amount of support funds to be provided to KSIs. (revised on January 21, 2022)

**Article 26 (Approval of budget)** 1. The head of the operating entity of a KSI shall prepare and submit its budgetary plans for each service year in order to obtain the Foundation's approval. (revised on January 21, 2022)

2. (Deleted on January 21, 2022)

**Article 27 (Execution of budget)** 1. The support funds provided by the Foundation shall be executed in only the period of the relevant KSI service. (revised on January 21, 2022)

2. (Deleted on January 21, 2022)

**Article 28 (Support fund management)** 1. The KSIF's support funds should be managed in a separate bank account under the name of the operating institution and categorized as Institutional funds and profits.

2. In the event an operating institution is unable to open a bank account pursuant to Paragraph 1 of this article and must use an account with the KSIF's consent, the balance of the account should be set to zero before the receipt of the support funds.

3. In principle, the labor costs paid from the support funds should be wired. However, in the event the labor costs have to be paid in cash for unavoidable reasons, the KSI should obtain the approval of the KSIF in advance.

4. In principle, the amount of the KSIF support funds that has not been executed, interest earned on the support funds, and foreign exchange gains, etc. should be returned to the KSIF. In the event the return amount is small, exceptions are allowed in consideration of wire transfer fees.

**Article 29 (Support fund settlement)** 1. The following operating agencies are responsible for the settlement of the budget, including the KSIF support funds.

(1) Independent KSI: local operating institution

(2) Joint KSI: operating institution in Korea

2. The chief of an operating institution should submit the financial statements within 15 days from the date of business termination of the year.

3. In submitting the financial statements pursuant to Paragraph 2 of this article, the operating institution should submit all relevant evidence.

4. The chief of an operating institution should keep the financial statements and documentary evidence pursuant to Paragraphs 2 and 3 of this article for five(5) years.

**Article 29-2 (Actions for return or recovery of the reconciliation balance of support funds)** 1. In the event that an operating entity should return the balance of funds to the Foundation based on a review of the reconciliation report provided under Article 29 or the finalized reconciliation, the head of the operating entity concerned shall return the relevant balance of service support funds to the Foundation as notified by the Chairperson upon referring to specific examples of returned service support funds under Attached Schedule 3. (newly inserted on January 21, 2022)

2. In the event that an operating entity fails to return the balance of service support funds as provided under paragraph 1, the Foundation's Chairperson may take action to recover the amount by notifying the operating entity concerned of the amount to return and the details of its calculation. However, this shall not apply when the Foundation's Chairperson admits that the operating entity has a good reason for not returning the balance based on the clarifying (evidential) data submitted by the head of the operating entity within five days of receiving the aforementioned notification from the Foundation's Chairperson. (newly inserted on January 21, 2022)

**Article 30 (Tuition)** 1. The chief of an operating institution may collect tuition from KSI learners to cover expenses necessary for KSI operation.

2. The head of the operating entity shall determine the amount of tuition fees by taking into account the number of education hours and the educational contents after separately developing guidelines for their determination. (revised on January 21, 2022)

3. The KSIF may demand that the chief of an operating institution adjust the tuition when the tuition pursuant to Paragraph 2 of this article is too high or deemed necessary for other reasons.

**Article 31 (Management and use of profits)** 1. Tuition and all other profits (hereinafter referred to as "profits") should be managed using a separate bank account under the name of the operating institution. In the event the operating institution is unable to open a bank account under its name, it proceed in accordance with Paragraph 2 of Article 28.

2. The chief of an operating institution should submit data related to the profits and bank account for the profits.

3. The chief of an operating institution may use the profits, with the approval of the KSIF, as expenses necessary for KSI operation.

4. When a joint KSI uses profits, the operating institution in Korea should consult with the local operating institution.

**Article 32 (Distribution of profits, etc.)** 1. Upon termination of an operating entity's designation as a KSI, its head shall share its revenues with the Foundation after considering the operating entity's share (percentage) of the total operating funds. (revised on January 21, 2022)

2. The operating entity's share of the total operating funds under paragraph 1 shall be its share

(percentage) of the total operating funds for the year in which the designation is terminated irrespective of the years in which the revenues have been accrued. (revised on January 21, 2022)

3. The KSIF may subtract the amount of the support funds that has not been executed for KSI operation or other purposes from the support funds for the following year.

4. Any matters not specified in this regulation in relation to profit management and execution shall follow the Guidelines for KSI Profit Management and Execution.

## **Chapter 6. Curriculum, etc.**

**Article 33 (Education courses of KSI)** 1. The head of each operating entity shall open or operate KSI courses after taking into account the local demand, by dividing them into basic, special, and online education courses. (revised on January 21, 2022)

2. The basic curriculum mentioned in Paragraph 1 of this article shall consist of the phased Korean language program for the improvement of Korean proficiency and the Korean culture-related program.

3. The special curriculum mentioned in Paragraph 1 of this article consists of the curriculum for work, academic, and other special purposes and the curriculum designed to meet the needs of individual KSIs (revised on February 14, 2020).

4. The online education courses provided under the foregoing paragraph 1 shall be opened and operated for KSI registered students using online KSI lectures, video or recorded lectures. (revised on January 21, 2022)

5. The Korean language courses for Korea entry visas for marriage-based immigration, visits by overseas Koreans, and study in Korea shall be operated in accordance with the guidelines provided by the Ministry of Justice. (revised on January 21, 2022)

6. In addition to the matters specified in Paragraphs 1 to 4 of this article, the details of the curriculum shall be decided separately by the president of the KSIF.

**Article 34 (Textbook)** 1. The chief of an operating institution should use the textbooks as specified below for the basic curriculum, in accordance with Paragraph 2 of Article 33:

(1) Korean language program: *Sejong Korean*, *Sejong Korean Conversation*, and other textbooks approved by the KSIF

(2) Korean culture program: *Sejong Korean Culture*

2. The chief of an operating institution may use supplementary books that include local culture, in accordance with the principle of interculturalism, when offering the curriculum based on Article 33.

3. The KSIF shall develop and distribute a wide array of educational materials, including audio-visual teaching materials, as well as the *Sejong Korean* and *Sejong Korean Culture* textbooks.

**Article 35 (Achievement assessment and completion)** 1. After the completion of the Korean language program of the KSI basic curriculum pursuant to Paragraph 2 of Article 33 and Paragraph 1 of Article 34, the chief of an operating institution should conduct an achievement assessment (hereinafter referred to as “achievement assessment”) based on the KSI main textbooks and submit the results to the KSIF within four weeks after the assessment.

2. The chief of an operating institution should set the criteria for the completion of each level of the Korean language curriculum at an attendance rate of at least 70 percent and a score of at least 60 points on the achievement assessment, and is not allowed to change the criteria. However, the criteria for the completion of curriculum other than the basic Korean language curriculum and that for visa purposes sponsored by the Ministry of Justice may be determined by individual KSIs independently in accordance with the Guidelines for KSI Operation (revised on February 14, 2020) (revised on January 21, 2022).

3. The Foundation’s Chairperson shall separately determine the procedures for appraising and managing performance levels in addition to those provided under paragraphs 1 and 2. (revised on January 21, 2022)

**Article 36 (Course evaluations and satisfaction survey)** 1. The chief of an operating institution should conduct student course evaluations at the end of each semester.

2. The chief of an operating institution should conduct at least one(1) student satisfaction survey at the end of every business year.

**Article 37 (Placement test)** 1. The chief of an operating institution may conduct an online diagnostic test or online placement test on the Nuri-Sejong Hakdang for all KSI learners.

2. The KSIF may require each KSI to submit the placement test results.

**Article 38 (Venue for education)** 1. In principle, all classes at KSIs should be held in the KSI lecture rooms. However, lectures may be held at places other than the KSI upon the request of an institution for Korean language or culture education, in accordance with Article 15 (revised on February 14, 2020).

2. A KSI that wishes to give lectures outside the KSI pursuant to Paragraph 1 of this article should obtain prior approval from the KSIF.

**Article 39 (Cultural dissemination)** 1 The head of each operating entity shall strive to propagate and promote exchanges of Korean culture through the KSI . (revised on January 21, 2022)

2. The chief of an operating institution should contribute to the globalization of Korean culture by disseminating Korean culture-related materials.

3. The chief of an operating institution should make best use of cultural experts and cultural

education interns dispatched by the KSIF.

**Article 40 (World Korean Educators Conference, etc.)** 1. The KSIF shall hold the World Korean Educators Conference every year in order to create opportunities for operating agencies and teachers to interact and cooperate with one another.

2. The KSIF may support regional workshops to promote the building of cooperative networks and information-sharing among Korean language teachers around the world.

**Article 41 (Provision of training opportunities to superior students)** The Foundation shall provide training opportunities to superior students selected by the KSIs by inviting them to personally experience Korean culture in order to gain a correct and deeper understanding of Korea. (revised on January 21, 2022)

## **Chapter 7 Operational Evaluation**

**Article 42 (Appraisal of operation)** 1. The Foundation shall appraise the KSIs each year in order to upgrade their level of Korean language education and enhance their systems and operational efficiency. (revised on January 21, 2022)

2. The Foundation shall notify the head of each operating entity of the results of the KSI appraisal provided under paragraph 1 in the relevant year. (revised on January 21, 2022)

3. The KSIF may reflect the results of the evaluation conducted pursuant to Paragraph 1 of this article in making decisions regarding the signing of contracts or deciding the amount of the support funds.

4. The KSIF may give awards to outstanding KSIs based on the results of the evaluation conducted pursuant to Paragraph 1 of this article.

**Article 43 (Evaluation procedures and methods)** 1. The KSIF should inform the chief of each operating institution and the KSI to be evaluated of the evaluation procedures, methods, and dates one month before the evaluation is to be conducted. (revised on February 14, 2020)

2. The performance achievements of KSIs subject to appraisal are assessed based on the Service Operation Result Report provided under Article 44 paragraph 1.

3. (Deleted on January 21, 2022)

4. The Foundation shall inspect the KSIs to appraise their operation as provided under paragraph 2 one or more times every three years, and shall reflect the results in its decision to renew the service entrustment agreement.(revised on January 21, 2022)

5. The Foundation may organize an appraisal committee to appraise the operation of KSIs, and may

reflect the results of the committee's review in the operation appraisal.(revised on January 21, 2022)

6. The Chairperson shall separately determine any additional matters required for performing and administering the appraisal in addition to those provided under paragraphs 1 to 5.(revised on January 21, 2022)

**Article 44 (Report submission)** 1. The chief of an operating institution should prepare and submit an outcome report within 15 days from the last day of the business year.

2. The KSIF may ask the chief of an operating institution to submit a report on the operation of the KSI on a regular basis when necessary for the operational evaluation of the KSI.

3. The Foundation may conduct an operational appraisal or field inspection prior to termination of the KSI service based on the occasional report provided under paragraph 2. (revised on January 21, 2022)

**Article 45 (Filing an objection to evaluation results)** 1. The chief of an operating institution may file an objection to the evaluation results pursuant to Paragraph 2 of Article 42 within 30 days after receipt of the evaluation results.

2. The KSIF should review the evaluation results within 30 days after receipt of the objection pursuant to Paragraph 1 of this article and notify the chief of the operating institution of the results.

## **Chapter 8. Supervision, Sanctions, etc.**

**Article 46 (KSI Operational Advisory Committee)** 1. The KSIF may organize the KSI Operational Advisory Committee in order to collect professional and diverse opinions on the operation of and support for the KSI.

2. The chief of an operating institution may submit opinions on support for the KSI to the KSI Operational Advisory Committee.

3. The Foundation may convene the Operation Advisory Committee after examining the opinions submitted by the head of a KSI operating entity. (revised on January 21, 2022)

4. The Foundation Chairperson may determine specific matters concerning the organization and operation of the KSI Operation Advisory Committee provided under paragraph 1. (revised on January 21, 2022)

**Article 47 (Supervision and request for data submission, etc.)** 1. The KSIF shall manage and supervise KSI operation.



2. The KSIF may ask the chief of an operating institution for reports on KSI operation or related data.
3. The chief of an operating institution should report the matters specified in Paragraph 2 of this article or submit related materials within the given deadline.

**Article 48 (Request for improvement)** 1. The KSIF may ask the chief of an operating institution to make improvements when necessary for KSI operation.

2. The chief of an operating institution should address the requests made by the KSIF pursuant to Paragraph 1 of this article and report the results to the KSIF.

**Article 49 (Suspension of operation, etc.)** 1. The KSIF may order the suspension of the operation of a KSI for up to one(1) year when it is considered difficult to maintain normal operation of the KSI due to local conditions.

2. The chief of the operating institution that has been ordered to suspend KSI operation pursuant to Paragraph 1 of this article should obtain the KSIF's approval in order to resume KSI operation.
3. The Foundation may terminate an operating entity's designation as a KSI when it judges that it is no longer possible to resume its operation as it has been discontinued for one year or longer. However, when an unavoidable situation is prolonged due to a natural disaster, contagious disease, etc. for over six months, the relevant period shall be excluded from the period of discontinued operation. (revised on January 21, 2022)
4. The termination of designation provided under paragraph 3 shall be finalized by a resolution of the Review Committee under Article 7 paragraph 2. The Review Committee shall be organized and operated in accordance with the Rules on the Operation of the KSI Designation Review Committee. (revised on January 21, 2022)

**Article 50 (Warnings and cautions)** 1. The KSIF may issue warnings or sanctions against a KSI that violates the provisions of these regulations or fails to fulfill the KSIF's request request for correction.

2. The warning and alert guidelines provided under paragraph 1 are presented in Attached Schedule (revised on January 21, 2022)
3. The two alerts provided under paragraph 1 shall henceforth be treated as one warning under paragraph 1. (revised on January 21, 2022)
4. Warnings and cautions shall be issued during the contract period and shall expire when the contract is renewed.

**Article 51 (Termination of designation)** 1. The Foundation may terminate an operating entity's designation as a KSI in any of the following cases:

- (1) When it is confirmed that an operating entity has obtained designation as a KSI by using false or other unlawful means;
- (2) When the service entrustment agreement, etc. is not signed or renewed as provided under Article 9 (1) or (4) and Article 11 (1), or when the operating entity fails to perform the services provided under Article 9 (2) or (5);
- (3) When an operating entity changes the type and/or operating entity of its KSI without obtaining the Foundation's prior approval in violation of Article 10 (1);
- (4) When an operating entity is given the lowest grade in the appraisal provided under Article 42 two or more times;
- (5) When it is judged that an operating entity is no longer capable of resuming operation as it has been discontinued for over one year as provided under Article 49;
- (6) When an operating entity is given two or more alerts or one or more warnings in the period of its service entrustment agreement as provided under Article 50;
- (7) When an operating entity is given four or more alerts in the period of its service entrustment agreement as provided under Article 50;
- (8) When the Republic of Korea government has provided an operating entity with similar service support that overlaps with or duplicates the service purposes or contents of the KSI;
- (9) When an operating entity fails to comply with the guidelines of the government of the Republic of Korea, including those concerning its discontinuance of KSI service or missionary work in a dangerous region, or when an operating entity causes a social controversy by performing certain religious activities or operating education inside the KSI;
- (10) When an operating entity becomes unable to operate its KSI due to an extraordinary cause such as a natural disaster or other serious disaster;
- (11) When an operating entity is unable to continue operating its KSI as it no longer satisfies the essential requirements for KSI operation, including the worsening of its education conditions;
- (12) When the head of an operating entity fails to cooperate with the dispatch of teachers by the Foundation in cases where the Foundation is compelled to dispatch teachers to improve the KSI's education conditions;
- (13) When an operating entity embezzles or misuses the KSI support funds or revenues for purposes other than its services or commits other unlawful acts that inflict financial damages on the KSI;
- (14) When the KSI's brand reputation and/or reliability is damaged; where the operation of a KSI is negatively affected due to a social or moral controversy caused by the operating entity (head); or where any of the KSI's constituents cause a dispute or arouse complaints among persons related to the operation;
- (15) When the service entrustment contract or agreement expires or the contract between the Foundation and the KSI is terminated or otherwise ended;

(16) When an operating entity fails to commence operation or delays actual operation for three months or longer without any justifiable reason, even though it has signed the service entrustment control or agreement;

(17) When an operating entity has committed any other act that materially violates the purpose of its designation as a KSI.

1) The termination of KSI designation provided under paragraph 1 shall be determined pursuant to a resolution by the Review Committee under Article 7 (2).

2) The Foundation shall notify the head of the operating entity concerned without delay upon terminating its designation under paragraph 1.

(revised completely on January 21, 2022)

**Article 52 (Obligation of the operating entity to take action following termination of designation) 1.**

Upon termination of an operating entity's designation as a KSI under Article 51, the head of the operating entity concerned shall inform the students and other relevant persons of the facts concerning the cancellation of its KSI designation within one month from the day of notification of its termination.

2. The Chairperson shall separately provide the other methods and procedures by which the operating entity shall perform its obligation to take corrective action upon termination of its designation as a KSI.

(newly inserted on January 21, 2022)

**Addendum (1)**

Article 1 (Enforcement date) This regulation shall be put into effect on March 12, 2014.

**Addendum (2)**

Article 1 (Enforcement date) This regulation shall be put into effect on December 15, 2014. However, for projects conducted prior to the announcement of this revised regulation, the previous regulation will apply until February 28, 2015.

**Addendum (3)**

Article 1 (Enforcement date) This regulation shall be put into effect on March 23, 2016.

**Addendum (4)**

Article 1 (Enforcement date) This regulation shall be put into effect on August 1, 2017.

**Addendum (5)**

Article 1 (Enforcement date) This regulation shall be put into effect on January 8, 2018.

**Addendum (6)**

Article 1 (Enforcement date) This regulation shall be put into effect on March 15, 2018.

**Addendum (7)**

Article 1 (Enforcement date) This regulation shall be put into effect on July 1, 2019. However, the revised regulation of Article 22 shall be put into effect on July 1, 2020.

Article 2 (Abolition of guidelines) The previously established Guidelines for Strategic Designation as a KSI shall be abolished according to the enforcement of this regulation.

Article 3 (Interim measures for application of regulations on collaborative KSIs) The provisions concerning collaborative KSIs shall be applied as of the enforcement date and, for existing collaborative KSIs in diplomatic offices overseas, the currently applied provisions shall be maintained.

**Addendum (8)**

Article 1 (Enforcement date) This regulation shall be put into effect on February 14, 2019. However, the revised regulation of Article 22 shall be put into effect on July 1, 2020.

Article 2 (Interim measures for application of regulations on collaborative KSI interim measures for application of regulations on collaborative KSIs) This regulation shall be applied to all existing and new collaborative KSIs in diplomatic offices overseas.

**Addendum (9)**

Article 1 (Enforcement date) These regulations shall enter into force on January 21, 2022.

Article 2 (The actions to be taken for the operation of KSIs contracted prior to the enforcement of these regulations have been amended.) These amended regulations shall apply to all KSIs in operation from the date of their enforcement.

**Addendum (10)**

Article 1 (Enforcement date) These regulations shall enter into force on September 1, 2022.

Article 2 (The actions to be taken for the operation of KSIs contracted prior to the enforcement of these regulations have been amended.) These amended regulations shall apply to all KSIs in operation from the date of their enforcement.

[Attached Schedule 1] (revised on January 21, 2022)

Requirements for the preparation of general KSIs {related to Article 6 (1) and Article 21 (1)}

Operating Entity	Local (overseas) operating entities	<ul style="list-style-type: none"> <li>- Entities that are operating or plan to operate a Korean language education institute at a local government agency, university (including graduate schools), or university-annex institute (including annex institutes).</li> <li>- Entities that are operating or plan to operate a Korean language education institute at a non-profit corporation or non-government organization registered with the local government.</li> <li>※ Individually operated or private institutes are excluded. In the case of non-profit corporations or non-government organizations, their entire board of directors, including the CEO and representative director, shall reside in the locality so as to be able to participate in the KSI's operation, and they shall draft articles of incorporation that allow the board members to participate in the corporate decision-making processes.</li> </ul>
	Domestic (or Korean) operating entities (Domestic agencies or diplomatic missions abroad)	<ul style="list-style-type: none"> <li>- Agencies or entities that are operating or plan to operate Korean language education institutes abroad, either directly or by entrusting it to other entities, including central government agencies (including diplomatic missions abroad) or municipal governments.</li> <li>- Agencies or entities that are operating or plan to operate Korean language education institutes abroad in cooperation with overseas entities for the public interest, including domestic universities (and graduate schools), non-profit corporations, and non-government organizations.</li> <li>※ Excluding private institutes founded under the Act on the Founding and Operation of Private Institutes and Extra-Curricular Lessons.</li> <li>※ Individually operated or private institutes are excluded. In the case of non-profit corporations or non-government organizations, their CEO and board members shall be able to participate in the operation, and they shall draft articles of incorporation that allow the board members to participate in the corporate decision-making processes.</li> </ul>
Facilities	<ul style="list-style-type: none"> <li>- (Lecture rooms) The entity shall have two or more lecture rooms that can accommodate 10 or more students.</li> <li>※ The lecture rooms shall always be available for KSI lectures, i.e. continuously available from the start to the end of the education courses, and shall be equipped with equipment for audiovisual lessons.</li> <li>- (Administration office) An administrative office that can fulfill the functions of operating and administering the KSI.</li> <li>※ The administrative office shall be equipped with equipment (computers, copiers, etc.), tables and other items of furniture required by the operating and teaching personnel to perform their duties.</li> <li>(Reference materials library) Reference materials library where materials related to Korean language and culture may be used or stored.</li> <li>※ Students shall be able to access the library, administrative office and lecture rooms whenever they wish.</li> </ul>	
Personnel	KSI director	<ul style="list-style-type: none"> <li>- Appointment of KSI director to supervise and manage the KSI</li> <li>※ KSI director: The director must be someone who is in a position to represent the applicant (operating entity) and be able to supervise the operation of the local KSI, as a rule.</li> </ul>
	Korean language teachers	<p><b>One or more of the following requirements must be satisfied by 100% of the teachers who have signed (or will sign) a legitimate employment contract with the operating entity:</b></p> <ul style="list-style-type: none"> <li>① Holders of Korean language teacher certificates (issued by the Ministry of Culture, Sports and Tourism) based on Article 13 of the Enforcement Decree of the Framework Act on Korean Language</li> <li>※ Does not apply to junior-high school teacher certificates.</li> <li>② Those who have completed training courses for Korean language teachers (limited to education institutes authorized by the National Institute of the Korean Language) or local training courses provided by the Foundation for Korean language teachers since 2020.</li> </ul>

		<p>③ Holders of a bachelor's degree who have been engaged in Korean language education for one or more years. (Agencies or organizations that are recognized to provide the Korean language education experience are determined based on the Enforcement Decree of the Framework Act on the Korean language).</p> <p>※ <b>Documentary evidence of teaching qualifications must be attached without fail.</b></p>
	Operating personnel	<ul style="list-style-type: none"> <li>- The operating entity shall secure one or more operating personnel who are Korean nationals or other persons who are proficient in the Korean language and who have signed a legitimate employment contract with the operating entity (including those who are scheduled to sign a legitimate employment contract).            ※ Those who are scheduled to sign an employment contract shall submit the relevant supporting documents at the time of signing the contract. If the supporting documents are not submitted within the appropriate period or false supporting documents are attached to the application, it may constitute grounds for terminating the designation.</li> <li>- Persons who can create documents related to the KSI services (using Haansoft Hangul, MS Word, and Excel) or perform routine reporting, reconciliation management, etc. through the KSI's integrated service management system.            ※ In the case of KSIs affiliated with a Korean diplomatic mission abroad, they shall secure KSI operating personnel separately from the (administrative) employees hired by the diplomatic mission.</li> </ul>
	Remarks	<ul style="list-style-type: none"> <li>- The operating entity shall only hire KSI personnel who plan to serve in the locality after checking that they hold a legitimate visa for working at the KSI, or shall assist them with obtaining the appropriate visa.            ※ Excludes visas unsuitable for employment under the local statutes, including those for tourism, study, and family reunions etc.</li> </ul>
<b>Courses</b>	<ul style="list-style-type: none"> <li>- The operating entity shall operate at least two or more courses for beginners and intermediate learners for 30 or more weeks per year.</li> <li>- Each course shall include one Korean language lecture of at least 120 minutes duration per week (including recess time).</li> <li>- It is recommended that at least one or more Korean culture lecture be provided.</li> </ul>	
<b>Operation</b>	<ul style="list-style-type: none"> <li>- The bank account for KSI services must be held separately in the name of the operating entity and must not be used for other services of the operating entity (another separate bank account must be opened for revenues earned).</li> </ul>	

**[Attached Schedule 2]** (revised on January 21, 2022)

Requirements for the preparation of collaborative KSIs {related to Article 6 (1) and Article 21 (1)}

<b>Operating entity</b>	<ul style="list-style-type: none"> <li>- Municipal autonomous governments, Korean diplomatic missions abroad, public institutes or enterprises under the Act on the Management of Public Institutes, and public interest corporations under the Act on the Founding and Operation of Public Interest Corporations.</li> <li>※ Private institutes founded under the Act on the Founding and Operation of Private Teaching Institutes and Extra-curricular Lesson Services, exclusive of business enterprises operating private institutes.</li> </ul>	
<b>Facilities</b>	<ul style="list-style-type: none"> <li>- (Lecture rooms) The entity shall have two or more lecture rooms that can accommodate 10 or more students.</li> <li>※ The lecture rooms shall always be available for KSI lectures, i.e. continuously available from the start to the end of the education courses, and shall be equipped with equipment for audiovisual lessons.</li> <li>- (Administration office) An administrative office that can fulfill the functions of operating and administering the KSI.</li> <li>※ The administrative office shall be equipped with equipment (computers, copiers, etc.), tables and other items of furniture required by the operating and teaching personnel to perform their duties.</li> </ul> <p>(Reference materials library) Reference materials library where materials related to Korean language and culture may be used or stored.</p> <ul style="list-style-type: none"> <li>※ Students shall be able to access the library, administrative office and lecture rooms whenever they wish.</li> </ul>	
<b>Personnel</b>	KSI director	<ul style="list-style-type: none"> <li>- Appointment of KSI director to supervise and manage the KSI</li> <li>※ KSI director: The director shall be someone who is in a position to represent the applicant (operating entity) and be able to supervise the operation of the local KSI, as a rule.</li> </ul>
	Korean language teachers	<ul style="list-style-type: none"> <li>- As a rule, Korean language teachers will be dispatched by the Foundation.</li> <li>※ However, those who are hired locally shall obtain the Foundation's approval by submitting documentary evidence of their Korean language teacher qualifications.</li> </ul>
	Operating personnel	<ul style="list-style-type: none"> <li>- The operating entity shall secure one or more operating personnel who are Korean nationals or other persons who are proficient in the Korean language and who have signed a legitimate employment contract with the operating entity (including those who are scheduled to sign a legitimate employment contract)</li> <li>※ The staff members of the operating entity may concurrently engage in operation of the KSI.</li> </ul>
	Remarks	<ul style="list-style-type: none"> <li>- The operating entity shall only hire KSI personnel who plan to serve in the locality after checking that they hold a legitimate visa for working at the KSI, or shall assist them with obtaining the appropriate visa.</li> <li>※ Excludes visas unsuitable for employment under the local statutes, including those for tourism, study, and family reunions etc.</li> </ul>
<b>Courses</b>	<ul style="list-style-type: none"> <li>※ As a rule, the courses shall be operated as follows, although they may be determined otherwise under consultation with the Foundation.</li> <li>- The operating entity shall operate at least two courses for beginner and intermediate learners for 30 or more weeks per year.</li> <li>- Each course shall include a Korean language lecture of at least 120 minutes duration per week (including recess time).</li> <li>- It is recommended that at least one or more Korean culture lecture be provided.</li> </ul>	



**[Attached Schedule 3]** (Newly inserted on January 21, 2022)

Voluntary Return or Actions for the Recovery of the Balance When Reconciliation Is Finalized  
{related to Article 29-2 (1)}

Breakdown	Examples of recovery of support funds	Amount recovered
Business cost Amounts not approved (Actions for recollection)	- When support funds are executed for purposes other than the [KSI] services or for any unauthorized purposes:	The entire amount related
	- When support funds are reconciled without supporting documents or with false documents:	
	- When any revenues are used for any unauthorized purposes or for purposes other than operation of the KSI, the relevant amount will be recovered by treating it as part of the support funds.	
	- When the amount indicated on the supporting documents does not correspond to the amount on the expense statement: When the amount indicated on the supporting documents is less than the amount on the expense statement.	The entire difference (the amount on the expense statement / the amount indicated on the supporting documents) will be recollected.
	- When a new expense item differs from the original plan or when the operating entity has arbitrarily executed a modified budget without obtaining the Foundation's prior approval:	The entire amount related
	When supporting documents are not provided, or other cases:	The entire amount related
Balance after execution	- When there remain unexecuted support funds or revenues after final reconciliation:	The entire amount of any unexecuted support funds.
Interest and currency exchange gains	- Interest and currency exchange gains accrued from support funds:	The entire amount must be returned as a rule.

- ※ Precautions in wire transfer of return amounts: The name of the KSI (or the domestic operating entity) must always be indicated in the name of the person who deposits or transfers the amount.
- ※ The closing interest earned when a support fund bank account is terminated must be returned as a rule. (The closing interest accrued after submitting the reconciliation statement must also be returned with a cover note.)
- When it is judged that a part of the support funds needs to be recollected, the KSI Foundation will notify the operating entity of the amount to be returned and the details of its calculation. The operating entity must submit its clarification within five days of receiving the notice. The Foundation may not recollect the support funds if it recognizes that the operating entity's clarification is reasonable.
- Other returnable amounts must be returned to the Foundation within 14 days of being notified by the Foundation.

**[Attached Schedule 4]** (revised on January 21, 2022)

Criteria for Warnings and Alerts {related to Article 50 (2)}

Violation	Related articles	Sanction
Violations of Article 12 (2):	When it is difficult or is feared to be difficult to perform KSI services, the head of the operating entity concerned shall follow the Foundation's instructions under consultation with the Foundation, the local (south) Korean diplomatic mission or cultural center.	Warning
Violations of Article 14 (1):	The head of the operating entity concerned shall obtain the Foundation's approval to modify its service and budget plans, etc.	
Violations of Article 15 (1):	The head of the operating entity concerned shall obtain the Foundation's advance approval to provide lectures or to sign an agreement for exchange with other agencies in the name of the KSI.	
Violations of Article 15 (2):	All KSI teachers shall obtain the Foundation's approval in advance to provide lectures based on requests by other agencies according to paragraph 1.	
Violations of Article 20:	The head of the operating entity concerned shall obtain the Foundation's approval to hire or replace the KSI director who actually supervises the KSI services.	
Violations of Article 22 (1):	As a rule, persons who have family relations with the head of the KSI operating entity or KSI related persons (KSI director, operating or teaching personnel) must not be appointed or hired. However, this shall not apply in cases where the person satisfies the guidelines provided by the Foundation's Chairperson.	
Violations of Article 23 (3):	When a teacher is dispatched by the Foundation according to paragraph 1 or 2, the KSI concerned shall follow the dispatched teacher's requests for cooperation regarding its services without committing any unlawful or inappropriate acts against the dispatched teacher.	
Violations of Article 26 (1):	The head of the operating entity concerned shall prepare and submit the annual budget plans to the Foundation for its approval.	
Violations of Article 27 (1):	The support funds provided by the Foundation shall be executed within the service period of the relevant KSI.	
Violations of Article 28 (4):	As a rule, any remaining balance not yet executed among the support funds provided by the Foundation, interest earned on such funds, and currency exchange gains shall be returned to the Foundation. However, this may not apply in cases where the balance amount is small in consideration of such cases where it may be spent on bank fees, etc.	

Violations of Article 34 (1):	<p>The head of the operating entity concerned shall use the following teaching materials as the main teaching materials when operating the basic education course according to Article 33 (2):</p> <ol style="list-style-type: none"> <li>1. Korean language course: King Sejong Korean language/conversation and other teaching materials approved by the Foundation.</li> <li>2. Korean culture course: King Sejong Korean culture materials.</li> </ol>	
Violations of Article 48 (2):	The head of the operating entity concerned shall perform the necessary corrective actions when correction is requested based on paragraph 1 and shall report the results thereof to the Foundation.	
Violations of Article 49 (2):	The head of the operating entity concerned shall obtain the Foundation's approval to resume operation of the KSI after its suspension has been ordered based on paragraph 1.	
When those responsible for operating a KSI (the head of the operating entity concerned, the director of the KSI) have caused a social controversy by using inappropriate means of expression or committing inappropriate acts.		
When the head of an operating entity has executed the budgetary plans without obtaining the Foundation's prior approval.		
When the head of an operating entity or other related persons has committed other acts subject to warning by the Foundation.		
Violations of Article 14 (2):	The operating entity concerned shall report any changes related to operation of the KSI concerned in addition to those changes to its operation requiring approval based on paragraph 1.	
Violations of Article 21 (1):	To hire any teaching and operating personnel of the KSI, the head of an operating entity shall hire those who are able to provide employment services based on the related local statutes according to the identity verification procedures of the relevant country, pursuant to final approval by the Foundation. For such recruits, employment contracts shall be signed and their tax payment duties fulfilled in compliance with the local statutes and those of the Republic of Korea.	Alert
Violations of Article 29 (2):	The head of the operating entity concerned shall prepare and submit a reconciliation report to the Foundation within 15 days of completing the relevant year's service.	
Violations of Article 29 (3):	The supporting documents shall be submitted along with the reconciliation report under paragraph 2.	
Violations of Article 29 (4):	The head of the operating entity concerned shall archive the reconciliation report and supporting documents provided under paragraphs 2 and 3 for five years.	
Violations of Article 31 (2):	The head of the operating entity concerned shall submit to the Foundation the relevant documents and/or information related to	

	the revenue account and revenues.	
Violations of Article 31 (4):	To use the revenues of a collaborative KSI, its local operating entity must consult with the domestic operating entity.	
When any revenue funds under Article 32 (3) are used for unauthorized purposes or usages:	The Foundation may deduct the relevant amount from the next-year's support funds of the operating entity concerned when any of its revenues are not executed for the purpose of KSI operation.	
Violations of Article 36 (1):	The head of each operating entity concerned must have its lectures appraised by all the students before the end of each semester.	
When the head of an operating entity fails to cooperate with the site appraisal under Article 43 (4):	The Foundation may inspect the KSIs concerned in order to appraise their operation as provided under paragraph 2 one or more times every three years to reflect the results on its decision to renew the service entrustment agreement.	
When the head of an operating entity fails to submit the results report under Article 44 (1):	The head of the operating entity concerned must prepare and submit the result report to the Foundation within 15 days of completing the relevant year's service.	
When the head of an operating entity fails to submit the occasional report under Article 44 (2):	The Foundation may request the head of the operating entity concerned to submit occasional reports concerning the operation of the KSI as required for appraisal of its operation.	
Violations of Article 47 (3):	The head of the operating entity concerned must report or submit the related information within the period requested under paragraph 2.	
When the head of an operating entity is found to have committed an act subject to an alert.		

[Attached Form No. 1] (newly inserted on January 21, 2022)

Application for Designation as a General KSI

Breakdown	Key contents
Information about the applicant entity	<ul style="list-style-type: none"><li>- Basic information</li><li>- Information concerning the applicant entity (local and domestic operating entity), its representative, and working-level personnel.</li><li>- Information concerning the planned location of the KSI.</li></ul>
Business Plans	<ul style="list-style-type: none"><li>- Background to/purpose of promoting the project or service</li><li>- Project promotion or implementation plan.</li><li>- Expected effects, etc.</li></ul>
Operating plans	<ul style="list-style-type: none"><li>- Information concerning the KSI</li><li>- Operating personnel (KSI director, operating and teaching personnel).</li><li>- Status of facility, equipment, and materials.</li><li>- Information concerning opened courses, event plans, etc.</li></ul>
Proposed budget	<ul style="list-style-type: none"><li>- Budget plan.</li><li>- Detailed execution plan, etc.</li></ul>
Reference materials or information	<ul style="list-style-type: none"><li>- Press articles concerning the applicant entity, recommendation by agencies, etc.</li></ul>

※ The applicant shall submit the application through the integrated reception system (<http://apply/ksif.or.kr>). Additional documents may be requested as required.

[Annex Form No. 2]

Application for Designation as a Collaborative KSI

**1. Information concerning the person in charge**

Name of agency/entity		
Type of entity		<input type="checkbox"/> Korean diplomatic mission abroad <input type="checkbox"/> Autonomous municipal government <input type="checkbox"/> Public entity <input type="checkbox"/> Business enterprise <input type="checkbox"/> Public interest corporation
Address		
Person in charge		○ (Organization, department) ○ (Name/Position)
Contact phone number	E-mail address	
	Phone number	

**2. Information about the applicant entity.**

History of entity	
Organization	
Main services of entity	
Purpose of application	
Desired date of KSI opening	

**3. Information concerning the planned location**

Country and region	○ (Country) ○ (City)
Local demand for/ supply status of Korean language and culture	○ (Supply status) ※ The supply status shall be described with detailed statistical data, including data related to KSIs, cultural and education centers, Korean language schools, private institutes, etc. in the country. ○ (Demand status) ※ The demand status shall be described with detailed statistical data, including data related to the number of universities providing Korean study lectures, Korean culture communities, locally active Korean enterprises, and TOPIK applicants in the country concerned.
Other reference information	

**4. Operationg plan**

**(1) Personnel operation plan**

KSI director	Name in full	
	Position within the entity	
	Nationality	
	Contact phone number	○ (e-Mail address) ○ (Phone number)
Operating personnel	Total	Persons (Koreans: persons (local indigenous: persons)
	Korean nationals	○ Full name/ Stay visa category
	Local indigenous	
Dispatched teacher(s)	Information about visa acquisition	○ (Visa categories that allow employment in instructor services) ○ (Visa issuance procedure) ○ (Required documents/requirements)

## (2) Facility operation plan

Facility address		
Ownership	<input type="checkbox"/> Owned facility <input type="checkbox"/> Leased (paid) <input type="checkbox"/> Leased (free)	
Facility status	○ Local buildings	
	○ Lecture rooms (   rooms)	
	Lecture room 1 (capacity: no. of persons)	
	○ Admin office and others	

## (3) Education operation plan

Potential demand	○(Expected size) ○(Expected number of students)
Study purposes	<i>※ Indicate the study purposes of the expected local students, such as employment, study overseas, hobby, etc. and their desired areas of cultural studies.</i>
Tuition fees	<input type="checkbox"/> Free <input type="checkbox"/> Paid (   Korean won per semester)

**(4) Budget operation plan**

Budget plan	○ Budget fund input plan		
	2020	2021	2022
Plans to raise budget funds	○ Ex.) Fixed project budget funds to be raised by enacting an ordinance.		

※ Additional documents may be requested as required (business or service agreements between agencies, documents evidencing legitimacy, etc.).



[Annex Form No. 3]



Ref. No. KSI-

## Letter of KSI designation

Location:

Name of KSI: \_\_\_\_\_ King Sejong Institute

Name of operating entity:

The above entity or institute is hereby designated as the \_\_\_\_\_ King Sejong Institute, an institute dedicated to providing education on the Korean language in order to propagate and promote the Korean language and culture around the world.

Date. . . . .

\_\_\_\_\_, Chairperson, King Sejong Institute Foundation

## 세종학당 업무위탁계약서

### Agreement of Entrustment for King Sejong Institute

<p>세종학당재단(King Sejong Institute Foundation) (이하 ‘갑’이라 한다)과 _____(이하 ‘을’이라 한다)은(는) 외국어 또는 제2언어로 서 한국어 보급 및 한국문화 보급을 위한 00세종학당 운영업무 위탁에 대해 다음과 같이 계약을 체결한다.</p>	<p>This Agreement is made and entered into by and between the King Sejong Institute Foundation (hereinafter referred to as party "A") and _____ (hereinafter referred to as party "B") with respect to entrustment of operations of _____ King Sejong Institute for the purpose of disseminating the Korean language as a foreign or a second language and Korean culture as follows:</p>
<p><b>제1조 (계약의 목적 및 기간)</b></p> <p>① ‘갑’은 계약기간 동안 ‘을’에게 제3조의 규정에 따른 지원금을 지급하고 ‘을’은 계약기간 동안 한국어 및 한국문화 보급을 위하여 00세종학당을 운영한다.</p> <p>② 세종학당 운영업무 위탁계약기간은 0000년 00월 00일부터 0000년 00월 00일까지로 한다. 다만, 세종학당 사업기간은 매년 대한민국 정부 회계연도를 고려하여 아래와 같이 정한다.</p> <p>. 0000년 : 0000년 00월 00일 ~ 0000년 00월 00일</p>	<p><b>Article 1 (Purpose and Term of Agreement)</b></p> <p>① During the term of this Agreement, "A" shall provide "B" with support funds as defined in Article 3, and "B" shall operate the _____ King Sejong Institute(hereinafter referred to as "Institute") to disseminate Korean language and Korean culture.</p> <p>② The term of this Agreement for the operation of the Institute shall be from DD. MM. YYYY until DD. MM. YYYY</p>
<p><b>제2조 (계약의 이행)</b></p> <p>① ‘을’은 이 계약서에서 정하는 바에 따라 성실하게 사업을 수행한다.</p> <p>② 이 계약서에 명기되지 아니한 사항은 「세종학당 운영규정」 및 「세종학당 운영 지침서」에 따르되, 이에 정한 바가 없거나 내용 변경이 불가피한 경우 ‘갑’과 ‘을’이 별도의 협의를 거쳐 정한다.</p>	<p><b>Article 2 (Fulfillment of Contract)</b></p> <p>① "B" shall faithfully carry out its duties and responsibilities as stipulated in this Agreement.</p> <p>② Matters not stipulated in this Agreement shall be decided upon following the King Sejong Institute Operation Regulations and the King Sejong Institute Operation Guidelines. In the event that neither contain relevant clauses or the contents needed, "A" and "B" shall reach a conclusion through mutual consultation.</p>
<p><b>제3조 (위탁금액 및 사업비)</b></p>	<p><b>Article 3 (Entrustment Amount and Project Funds)</b></p>

<p>① 위탁금액이란 사업기간마다 「세종학당 운영 규정」 및 「세종학당 운영 지침서」 상의 절차에 따라 ‘을’이 신청하고 ‘갑’이 이를 검토하여 최종 확정 통보하는 지원금을 말한다.</p> <p>② 사업비란 ‘갑’이 지원하는 지원금과 ‘을’의 자체 부담금(이하 ‘자부담금’이라 한다) 및 그 밖의 세종학당 운영으로 발생하는 수익금 등 세종학당 운영을 위해 ‘갑’과 ‘을’이 투자하는 합산금액을 말한다.</p>	<p>① "Entrustment amount" shall refer to the support funds, which is applied by "B" and reviewed by "A" and then finally approved and notified according to the procedures under the King Sejong Institute Operation Regulations and the King Sejong Institute Operation Guidelines for each operating duration.</p> <p>② "Project funds" shall refer to the total investment amount made by "A" and "B" to operate the Institute, which include the support funds provided by "A," the funds provided by "B" (hereinafter referred to as "Institutional funds"), and any other profits, etc. from the operations of the Institute.</p>
<p><b>제4조 (지원금 신청 및 확정 통보)</b></p> <p>① ‘을’은 ‘갑’에게 업무위탁계약기간 중 매 사업연도별 지원금을 신청하여 이를 확정 받아야 한다.</p> <p>② 제1항에 따라 ‘갑’은 관련 서류를 검토한 다음 이를 운영기관과 협의하여 조정하고 접수한 날로부터 30일 이내에 최종 승인한다.</p>	<p><b>Article 4 (Application for Support Funds and Notification of Approval)</b></p> <p>① During the term of this Agreement, "B" shall file an application with "A" for support funds and obtain approval from "A."</p> <p>② "A" shall review relevant documents of the application pursuant to Paragraph 1, and then modify the application in consultation with "B" and grant final approval no later than thirty (30) days from the date of its receipt.</p>
<p><b>제5조 (지원금 지급)</b></p> <p>① ‘을’은 운영기관 명의의 계좌를 개설하여 지원금을 독립적으로 관리하여야 한다. 다만, 현지 사정으로 전용계좌 개설이 현저히 곤란한 경우 ‘갑’과 협의하여 달리 정할 수 있다.</p> <p>② ‘갑’은 세종학당 운영 사업(이하 ‘사업’이라 한다)의 지원금을 ‘을’의 지원금 전용계좌로 송금한다. 다만, ‘갑’은 ‘을’과 협의하여 지원금 지급의 시기 및 금액을 조정</p>	<p><b>Article 5 (Payment of Support Funds)</b></p> <p>① "B" shall open a bank account in the name of the Operating Institution and manage support funds independently; provided, however, that if it is seriously difficult to open a dedicated account due to local circumstances, it may be determined differently in consultation with "A."</p> <p>② "A" shall remit the support funds for the Operation Project of King Sejong Institute (hereinafter referred to as the "Project") to "B"'s</p>

<p>할 수 있다.</p> <p>③ ‘을’은 업무위탁계약(이하 ‘계약’이라 한다)에 명시된 총 사업비를 성실히 집행하여야 한다.</p> <p>④ 계약체결 시 확정된 총 사업비 중 자부담금이 축소 집행된 경우 ‘갑’은 총 예산의 변경 내역, 축소비율 등에 따라 차기 지원금을 조정하여 지급할 수 있다.</p>	<p>dedicated account for support funds; provided, however, that "A" may change the timing of payment and the amount of the funds in consultation with "B."</p> <p>③ "B" shall sincerely execute the total Project funds specified in this Entrustment Agreement (hereinafter referred to as the "Agreement").</p> <p>④ If "B"'s Institutional funds have been administered in a reduced amount compared to that of the total project funds finalized when this Agreement has been set, "A" may change and pay support funds for the next term considering changes of total budget, a percent of reduction, etc.</p>
<p><b>제5조의1(이행보증보험증권 제출)</b></p> <p>① ‘을’은 매년 ‘갑’의 지원금 확정 통보 후 지원금 교부받기 전까지 ‘갑’을 피보험자로 하는 해당 연도 이행보증보험증권을 제출하여야 하며 이를 제출하지 않을 시 ‘갑’은 지원금을 교부하지 아니할 수 있다.</p> <p>② 이행보증보험은 연도별 ‘갑’의 지원금에 대해 각각 가입하며, 보험기간은 아래와 같이 정한다.</p> <p>. 0000년 : 0000년 00월 00일 ~ 0000년 00월 00일 (사업기간 시작일로부터 사업기간 종료 후 8개월까지)</p> <p>③ 이행보증보험증권 발급에 필요한 비용은 ‘갑’이 부담한다.</p> <p>④ 국내 이행보증보험증권 가입이 불가할 경우, 현지 국책은행 등의 보증서를 제출하여야 한다.</p> <p>⑤ ①과 ④가 불가능할 경우에 증권 가입 불가에 대한 구체적인 사유서를 제출하고, 이 계약서로 “을”은 세종학당 지원금 운용에 대해 전적으로 책임을 지고, 동 계약 내용에 따라 사용하지 않을 시에 “을”은 “갑”에게 지원금을 반납할 것을 약속한다.</p>	<p><b>Article 5-1 (Submittal of Performance Guarantee Insurance Policy)</b></p> <p>① Upon “A’s” notice on the provision of a support fund, “B” shall submit a performance guarantee insurance policy for the year before “A’s” payment of the support fund. When “B” fails to submit the insurance policy, “A” may decide to cancel the plan to provide the support fund.</p> <p>② The performance guarantee insurance stated in the foregoing article ① shall state that it concerns “A’s” support fund for the year and the insurance period shall be set as follows.</p> <ul style="list-style-type: none"> <li>• For the year, from DD. MM. YYYY until DD. MM. YYYY to DD. MM. YYYY until DD. MM. YYYY (from the first day of the project period through eight months after the end of the project period)</li> </ul> <p>③ All expenses for issuance of the performance guarantee insurance policy shall be borne by “A”.</p> <p>④ Where it is difficult to acquire a policy from a Korean financial institution, a guarantee issued by a government-run bank of the relevant country shall be submitted.</p> <p>⑤ If “B” is not able to take Performance Guarantee Insurance, “B” should submit a statement that</p>

	explains the reason. After submission, the agreement is presumed to prove that “B” shall take full responsibility for the management of KSI support funds, and “B” shall return the support fund in the event that “B” uses the support funds for other purposes than the one established in this agreement.
<p><b>제6조 (사업 착수)</b></p> <p>① ‘을’은 계약 체결 후 2개월 이내에 세종학당 수업을 시작하여야 한다. 다만, 현지 사정 등으로 세종학당 수업이 지연될 때에는 지체 없이 ‘갑’의 승인을 얻어야 한다.</p> <p>② ‘을’이 계약 체결 후 정당한 사유 없이 2개월 이내에 수업을 시작하지 못하는 경우 ‘갑’은 일정한 기간을 정하여 그 기간 내 수업 개시를 실시하도록 요구한다. 이 기간 내에 ‘을’이 수업을 실시하지 못할 경우에 ‘갑’은 제16조제1항 다호에 따라 이 계약을 해제할 수 있다.</p>	<p><b>Article 6 (Start of Project)</b></p> <p>① "B" shall start classes for the Institute within two (2) months after signing the Agreement. However, in the event that classes for the Institute are delayed due to local circumstances and the like, "B" shall obtain approval from "A" without delay.</p> <p>② In the event that "B" does not commence classes without reasonable grounds within two (2) months after this Agreement is entered into, "A" may designate a certain period and request "B" to commence classes within the period. In the event that "B" does not commence classes within the period, "A" may terminate this Agreement pursuant to Article 16 Paragraph 1 Subparagraph C.</p>
<p><b>제7조 (운영기관의 변경)</b></p> <p>을’은 「세종학당 운영규정」 제10조에 따라 운영기관을 변경하고자 하는 경우 미리 ‘갑’에게 변경 신청을 하고 ‘갑’의 승인을 받아야 한다.</p>	<p><b>Article 7 (Change of Operating Institution)</b> In the event that "B" intends to change the Operating Institution pursuant to Article 10 of the King Sejong Institute Operation Regulations, it shall give "A" a prior request to change and obtain approval from "A."</p>
<p><b>제8조 (사업 보고)</b></p> <p>‘을’은 「세종학당 운영규정」 및 「세종학당 운영 지침서」에 따라 정한 기한 내에 사업에 대해 ‘갑’에게 보고하여야 한다.</p> <p>가. 세종학당 운영 결과 및 정산 보고: 사업기간 종료 후 15일 이내</p> <p>나. 기타 보고: 「세종학당 운영규정」 및 「세종학당 운영 지침서」에서 정한 기한 이내</p>	<p><b>Article 8 (Project Report)</b></p> <p>"B" shall report to "A" with regards to operations within the following periods according to the King Sejong Institute Operation Regulations and the King Sejong Institute Operation Guidelines:</p> <p>A. Report of Result of Operation and Settlement of the King Sejong Institute: within fifteen (15) days after the end of an operating period;</p>

	<p>B. Other Reports: within the period specified in the King Sejong Institute Operation Regulations and the King Sejong Institute Operation Guidelines.</p>
<p><b>제9조 (사업 변경)</b></p> <p>① ‘을’은 사업을 수행하는 과정에서 다음의 내용을 변경하고자 하는 경우에는 「세종학당 운영 지침서」에서 정하는 방식에 따라 ‘갑’의 승인을 받아야 한다.</p> <p>가. 지원금 및 수익금 사용의 변경</p> <p>나. 사업계획의 조정</p> <p>다. 세종학당장의 변경</p> <p>② 제1항 이외의 다음의 사항에 대하여 ‘을’은 ‘갑’에게 사전 보고하여야 한다.</p> <p>가. 교원·운영요원의 변경 및 채용</p> <p>나. 자부담금 사용계획의 변경</p> <p>다. 교육과정의 변경</p> <p>③ ‘을’은 제1항과 제2항에서 정하는 사항 이외에 사업과 관련된 변경사항이 있는 경우 ‘갑’에게 이를 보고하고 서로 협의하여야 한다.</p> <p>④ 사업계획 변경 신청은 계약에 명시된 사업기간 종료일 1개월 전까지 해야 한다.</p>	<p><b>Article 9 (Operational Changes)</b></p> <p>① In the event that "B" intends to change the following matters while performing operation, it shall obtain approval from "A" as specified in the King Sejong Institute Operation Guidelines:</p> <p>A. Change of use of support funds and profits;</p> <p>B. Modifications of the operation plans; or</p> <p>C. Change of the director of the King Sejong Institute.</p> <p>② "B" shall give "A" advance notice of the following matters other than those in Paragraph 1:</p> <p>A. Change or employment of teachers and operational staff;</p> <p>B. Change of a plans for use of institutional funds; or</p> <p>C. Change of curriculum.</p> <p>③ In the event that there is a change related to the operation in matters other than in Article 9 Paragraph 1 or 2, "B" shall report to "A" and discuss the matter with "A."</p> <p>④ "B" shall file an application for change of the operation plan no later than one (1) month before the end date of the operating duration specified in this Agreement.</p>
<p><b>제10조 (사업비 집행)</b></p> <p>① ‘을’은 ‘갑’이 확정·통보한 지원금에 맞추어 ‘을’이 최종 제출한 예산계획서 상의 집행계획에 따라, 사업기간 내에 지원금의 용도에 맞게 집행하여야 한다.</p> <p>② 지원금, 자부담금, 수익금 등의 사업비는 제1항의 계획에 따라 집행하여야 한다.</p> <p>③ ‘갑’의 지원금과 ‘을’의 자부담금 또는 수익금 간에는 전용할 수 없다.</p>	<p><b>Article 10 (Administration of Project Funds)</b></p> <p>① "B" shall administer the project funds in conformity with the purposes of support funds within the business period, within the limit of support funds finalized and notified by "A" according to the administration plan under the budget plan that is finally submitted by "B."</p> <p>② The project funds including support funds, institutional funds, and profits shall be administered</p>

<p>④ ‘을’은 필요한 경우 예산변경신청을 통해 ‘갑’의 사전승인을 받아 지원금의 사용계획을 변경하여 집행할 수 있다. 다만, ‘을’은 지원금의 비목 내 예산 금액의 40퍼센트(인건비 및 업무추진비의 경우 20퍼센트)를 넘지 아니하는 때에는 세목 간 예산을 자율적으로 변경 집행할 수 있으며, 이 경우 해당 월의 월별 보고서 ‘갑’에게 변경 사항을 보고하여야 한다.</p> <p>⑤ 지원금 내 비목, 세목의 신설 및 비목간의 전용을 하고자 하는 경우 ‘을’은 ‘갑’에게 예산 변경신청을 통해 ‘갑’의 사전승인을 받아야 한다.</p> <p>⑥ ‘을’은 사업비를 집행함에 있어 지원금과 자부담금을 균형 있게 집행하여 지원금 및 자부담금 미집행을 최소화하도록 노력하여야 한다.</p>	<p>according to the plans in Paragraph 1.</p> <p>③ "B" may not convert "A"'s support funds into its institutional funds or profits and vice versa.</p> <p>④ If need be, "B" may change the plan for using the support fund after obtaining "A's" approval in advance. In the event that a support amount does not exceed 40% of the fixed budget amount (or 20% in the case of labor/business promotion expenses), "B" may proceed with the plan on its own, but shall include the details of such a change to "A" in its monthly report.</p> <p>⑤ In the event that "B" intends to newly establish a category or detailed items of expenditure within the support funds or convert one item of expenses into the other, they shall file an application for change of budget with "A" and obtain prior approval from "A."</p> <p>⑥ "B" shall make efforts to minimize non-execution of the support funds and its institutional funds by administering the support funds and institutional funds made to them in a balanced way in executing the project funds.</p>
<p><b>제11조 (수익금 처리)</b></p> <p>① 수익금은 ‘을’의 세종학당 수강료 등을 포함하여 세종학당 운영을 통해 발생한 수익을 말한다.</p> <p>② ‘을’은 수익금을 지원금 및 자부담금과 별도의 독립 계좌로 관리하여 수입·지출을 명확히 하여야 한다.</p> <p>③ 수익금의 사용은 ‘갑’의 사전 승인을 얻어 사용하되, 수익금의 발생내역과 사용내역을 ‘갑’에게 보고하여야 한다.</p> <p>④ ‘을’은 제1항에서 발생한 수익금을 세종학당 운영 사업 목적 이외에 임의로 사용할 수 없다.</p> <p>⑤ 세종학당의 지정취소 또는 계약해지 시 수익금은 계약 상의 지원금과 자부담금 비율을</p>	<p><b>Article 11 (Processing of Profits)</b></p> <p>① "Profits" shall refer to the proceeds from the operations of the Institute, including "B"'s tuition fees for the Institute.</p> <p>② "B" shall manage profits in an independent account separate from that of the support funds and institutional funds so that the income and expenditures are clarified.</p> <p>③ "B" shall use the profits by obtaining prior approval from "A," but it shall report to "A" regarding the details of profits and uses thereof.</p> <p>④ "B" shall not use the profits accrued under Paragraph 1 at will for purposes other than the purpose of operating the Institute.</p>

<p>고려하여 지원금 비율에 해당하는 잔여 수익금을 ‘갑’에 반납한다.</p>	<p>⑤ When designation as a King Sejong Institute is revoked or this Agreement is terminated, the remaining profits commensurate with a relevant percent of the support funds shall be returned to "A" considering the rates of support funds and institutional funds under this Agreement.</p>
<p><b>제12조 (자부담금)</b></p> <p>① 자부담금은 제11조의 수익금 이외에 ‘을’이 세종학당 운영을 위해 자체적으로 부담하는 비용을 말한다.</p> <p>② ‘을’은 자부담금을 예산계획서 및 정산보고서에 기재하고 그 사용내역을 ‘갑’에게 보고하여야 한다.</p>	<p><b>Article 12 (Institutional Funds)</b></p> <p>① Institutional funds shall refer to the contributions voluntarily made by "B" for operations of the Institute other than the profits specified in Article 11.</p> <p>② "B" shall include its institutional funds on a budget plan and a settlement statement, and report the details of use to "A."</p>
<p><b>제13조 (사업비 정산)</b></p> <p>① ‘을’은 제8조에 따른 기한 내에 ‘갑’에게 사업기간 내 집행한 사업비(지원금, 자부담금, 수익금 등 포함)의 정산서류를 제출하여야 한다. 이 경우 제출방법은 「세종학당 운영규정」 및 「세종학당 운영 지침서」에 따른다.</p> <p>② 사업비 정산 보고 시, 증빙자료 등을 포함한 정산서류는 원본 제출을 원칙으로 한다. 다만, 현지 법령 또는 운영 기관의 규정에 의해 정산서류의 원본을 제출할 수 없는 경우에는 현지 법령에 따른 공증을 거쳐 사본을 제출할 수 있다. 이 경우 ‘갑’은 ‘을’에게 해당 사본이 원본과 다름이 없다는 취지의 서면확인서의 제출을 요구할 수 있다.</p> <p>③ ‘갑’은 ‘을’이 제출한 정산보고서를 검토하여 사업기간 내 사업비를 최종 정산 확정하여야 한다.</p> <p>④ ‘갑’은 지원금 중 일부를 환수하는 경우 ‘을’에게 반납금액과 해당 내역을 통보한다. 이 경우 ‘갑’은 환수금액의 산정에 필요한 자료를 요구할 수 있으며, ‘을’은 이에 따라야 한다.</p>	<p><b>Article 13 (Settlement of Project Funds)</b></p> <p>① "B" shall submit to "A" a settlement statement for the project funds (including the support funds, institutional funds made to them, profits) administered within a relevant operating period by the period specified in Article 8. In this case, the submission method shall follow the King Sejong Institute Operation Regulations and the King Sejong Institute Operation Guidelines.</p> <p>② When a settlement statement for project funds is to be reported, in principle, the original copies of settlement related documents, including documentary evidence, shall be submitted; provided, however, that when the submission of original copies is impossible due to local laws or regulations by the operating institution, copies may be submitted with appropriate notarization in accordance with local laws. In this case, "A" may ask "B" to submit a written confirmation that ensures the copy to be the same as the original.</p> <p>③ "A" shall review a settlement statement submitted</p>



<p>⑤ ‘을’은 제4항에 따른 ‘갑’의 통보를 받은 날로부터 14일 이내에 소명자료를 제출하거나 ‘갑’이 요청하는 금액을 반납하여야 한다.</p> <p>⑥ ‘을’은 지원금 중에서 집행하지 아니한 금액과 지원금의 이자, 환차익 등을 ‘갑’에게 반납하는 것을 원칙으로 한다. 다만, 반납금액이 소액인 경우 송금에 따르는 수수료 지출 등을 고려하여 예외를 인정할 수 있다.</p> <p>⑦ ‘갑’은 필요 시 현지 회계감사를 실시할 수 있다. 이 경우 ‘을’은 ‘갑’의 회계감사에 적극 협조하여야 한다.</p> <p>⑧ 회계증빙서류를 포함한 모든 제출 서류는 5년간 보관을 원칙으로 한다. 이 경우 보관 서류는 ‘갑’이 요청하는 경우 즉시 제출하여야 한다.</p>	<p>by "B," and finally settle and approve relevant project funds within a relevant operation period.</p> <p>④ In the event that "A" redeems some of the support funds, it shall notify "B" of an amount required to be returned and the details thereof. In this case, "A" may request "B" to provide materials necessary to calculate an amount to be redeemed and "B" shall comply therewith.</p> <p>⑤ ‘B’ shall either submit explanatory materials or return an amount requested by "A" within fourteen (14) days after its receipt of a notice from "A" pursuant to Paragraph 4.</p> <p>⑥ In principle, "B" shall return to "A" the amounts not administered out of the support funds, interest accrued on the support funds, foreign exchange profits, etc.; provided, however, that if the amounts to be returned are small, an exception may be made considering payment of fees for remittance, etc.</p> <p>⑦ If necessary, "A" may conduct on-site auditing. In this case, "B" shall provide active cooperation for "A"s auditing.</p> <p>⑧ In principle, all the submitted documents including documentary evidence for accounting shall be retained for five (5) years. In this case, upon request by "A" for the retained documents, "B" shall forthwith submit the documents.</p>
<p><b>제14조 (교육과정 및 교재 사용)</b></p> <p>① ‘을’은 계약기간 동안 ‘갑’이 정하는 세종학당 교육과정에 따라 기본교육과정을 개설·운영하여야 한다.</p> <p>② 제1항에 따른 기본교육과정에서는 교재(세종한국어, 세종한국어 회화, 세종한국문화)를 주교재로 사용하여야 한다.</p>	<p><b>Article 14 (Curriculum and Use of Textbooks)</b></p> <p>① “B” shall establish and operate a basic curriculum based on “A’s” King Sejong Institute Curriculum throughout the contract period.</p> <p>② The basic curriculum stated in the foregoing ① shall use “A’s” textbooks (i.e. Sejong Korean, Sejong Korean Conversation, Sejong Korean Culture) as its main textbooks.</p>
<p><b>제15조 (사업평가 등)</b></p> <p>① ‘갑’은 ‘을’의 사업에 대해 평가 등을 실시할</p>	<p><b>Article 15 (Project Evaluation, etc.)</b></p> <p>① "A" may conduct evaluation for the project</p>

<p>수 있다.</p> <p>② ‘갑’은 평가위원회를 구성하여 ‘을’의 사업에 대해 평가 등을 실시하여 그 결과에 따라 계약의 체결 또는 지원금 지급 등에 반영할 수 있다.</p>	<p>entrusted to "B."</p> <p>② "A" may organize an evaluation committee, conduct evaluation for the operation of "B," and reflect the results in entering into an Agreement or in paying the support funds.</p>
<p><b>제16조 (계약의 해제 또는 해지 등)</b></p> <p>① ‘갑’은 ‘을’이 다음 각 호에 해당하는 경우 ‘을’과의 계약을 해지할 수 있다.</p> <p>가. 「세종학당 운영규정」 및 「세종학당 운영 지침서」에 따라 세종학당 지정이 취소된 경우</p> <p>나. 그 밖에 ‘갑’이 ‘을’에게 지원금을 지급할 수 없는 불가피한 사유가 발생한 경우</p> <p>다. ‘을’이 계약 체결 후 정당한 사유 없이 2개월 이내에 수업을 시작하지 못하는 경우</p> <p>② 계약 해제 또는 해지 시 사후 조치</p> <p>가. ‘을’은 계약이 해지되었을 경우 세종학당과 관련한 모든 업무를 중단하고 잔여 계약기간에 상당하는 지원금과 그 지원금으로 발생한 환차익 및 이자 등을 ‘갑’에게 반납하여야 한다. 지원금을 용도 외에 사용하여 계약이 해제된 경우에는 이미 집행된 지원금과 그 지원금으로 발생한 환차익 및 이자 등도 갑에게 반납하여야 한다.</p> <p>나. ‘을’은 계약이 해제·해지되었을 경우 지원금으로 구입한 세종학당 기자재를 해제·해지 통지를 받은 날로부터 1개월 이내에 ‘갑’이 지정한 주변 세종학당 또는 대한민국 재외공관, 한국문화원, 한국어 보급기관 등으로 인계하여 사용하게 한다.</p> <p>다. ‘을’은 계약이 해제·해지된 경우 그 통지를 받은 날로부터 1개월 동안 ‘갑’이 별도 통보한 내용을 해당 세종학당의 학습자 및 이용자에게 알려야 한다.</p>	<p><b>Article 16 (Rescission or Termination of Agreement)</b></p> <p>① In the event that "B" falls under any of the following cases, "A" may terminate this Agreement with "B":</p> <p>A. In the event that designation as a King Sejong Institute has been revoked under the King Sejong Operation Regulations or the King Sejong Operation Guidelines;</p> <p>B. Other unavoidable instances that prevents "A" from paying support funds to "B"</p> <p>C. In the event that "B" has not commenced classes for the Institute without reasonable grounds within two (2) months after this Agreement is entered into.</p> <p>② Consequences upon Rescission or Termination of Agreement</p> <p>A. In the event that this Agreement has been terminated, "B" shall suspend all the works related to the Institute and return to "A" the support funds commensurate with the remaining term of this Agreement, and any foreign exchange profits or interest accrued from the support funds, etc. In the event that this Agreement has been rescinded as a result of use of the support funds for other purposes, "B" shall return to "A" the support funds that have already been paid and any foreign exchange profits or interest accrued from the support funds, etc. as well.</p> <p>B. In the event that this Agreement has been rescinded or terminated, "B" shall turn over the materials and equipment of the Institute it has purchased with the support funds, to its adjacent King Sejong Institutes or diplomatic offices of the</p>

	<p>Republic of Korea, the Korean Cultural Center, institutions for disseminating the Korean language, etc. as designated by "A" within one (1) month from the date of its receipt of a notice of rescission or termination, and make them available for use.</p> <p>C. "B" shall inform students, etc. of the content independently notified by "A" for one (1) month from the date of its receipt of a notice rescission or termination in order to ensure that students and users of the Institute whose Agreement has been rescinded or terminated may use adjacent King Sejong Institutes.</p>
<p><b>제17조 (보안 준수 의무)</b></p> <p>‘을’은 업무 수행과정에서 지득한 계약의 내용과 이행 및 관련된 사항 중 보안을 요하는 것에 대하여는 계약기간을 포함하여 계약 만료 또는 해제·해지 후에도 누설하지 아니하여야 한다. 다만, 그 구체적인 비밀유지 의무기간은 현지국가 법령, 기관 등의 사정을 고려하여 ‘갑’과 ‘을’이 달리 정할 수 있다.</p>	<p><b>Article 17 (Confidentiality Obligation)</b></p> <p>Not only during the term of this Agreement but also even after expiration of the term of this Agreement or rescission or termination of this Agreement, "B" shall not disclose the provisions and performance of this Agreement that it has acquired in the course of performing its duties, and any confidential information out of related matters; provided, however, that the term of confidentiality obligation may be decided upon by "A" and "B" in consideration of local laws and involved institutions.</p>
<p><b>제18조 (계약상 권리의무의 양도금지)</b></p> <p>‘을’은 ‘갑’의 서면에 의한 승인 없이는 계약상 권리의무를 제3자에게 양도할 수 없다.</p>	<p><b>Article 18 (Transfer Prohibition of Contract Rights and Obligations)</b> "B" cannot transfer its rights or obligations stated in this Contract to a third party without a written approval from "A."</p>
<p><b>제19조 (사업참여의 제한)</b></p> <p>① ‘갑’은 ‘을’이 다음 각 호에 해당하는 경우에는 사업 신규 참여를 3년간 제한할 수 있다.</p> <p>가. 「세종학당 운영규정」 및 「세종학당 운영 지침서」에 따라 계약이 해제 또는 해지되는 경우</p> <p>나. ‘을’이 계약의 내용을 준수하지 아니하여 ‘갑’으로부터 2회 이상 경고를 받은 경우</p> <p>다. ‘갑’의 사업평가 및 회계감사 결과 ‘주의’, ‘경고 조치’에 해당하는 경우</p> <p>라. 지원금을 횡령한 경우</p>	<p><b>Article 19 (Business Participation Restriction)</b></p> <p>① "A" holds the right to limit "B" from participating in new businesses with "A" for three years in the occurrence of the following events:</p> <p>A. In the event that this Agreement is rescinded or cancelled according to the King Sejong Institute Operation Regulations or the King Sejong Institute Operation Guidelines</p> <p>B. In the event that "B" received two or more ‘warnings’ from "A" for not complying with this</p>

	<p>Agreement</p> <p>C. In the event that "B" received a 'caution' or 'warning' from the Business Evaluation and Financial Auditing conducted by "A"</p> <p>D. In the event that "B" embezzled support funds</p>
<p><b>제20조(준거법)</b></p> <p>계약의 효력과 해석 및 이행에 관련해 협의 및 양 측의 관할법원에서 해결 방안을 찾지 못할 경우, 계약의 효력과 해석 및 이행에 대한 해석은 피소된 자의 국가법을 따르는 것으로 한다.</p>	<p><b>Article 20 (Governing Law)</b></p> <p>In the event that a dispute is not resolved through negotiation, either Party may seek resolution in a court of competent jurisdiction. Should legal action be required, this Agreement shall be construed in accordance with the laws of the country of the Party against which a claim is made by the other Party.</p>
<p><b>제21조(불가항력조항)</b></p> <p>계약이 전쟁, 혁명, 폭동, 파업이나 기타 노동분쟁, 화재, 홍수, 태풍, 정부의 제한조치 또는 '갑'과 '을'이 통제할 수 없는 일체의 원인에 의하여 그 전부 또는 일부가 이행불능 또는 이행 지체된 때에는, '갑'과 '을'은 채무불이행 책임을 지지 않는다. 다만, 이 경우 상대방에게 위 사실을 즉시 통지하여야 한다. 영향을 받은 당사자는 그러한 원인이 제거된 때에는 계약서에 따라 계약이 해제되지 않는 한 관련 채무를 충실히 이행하여야 한다.</p>	<p><b>Article 21 (Force Majeure)</b></p> <p>In the event where the Agreement is all or partially impossible to perform or delayed for implementation due to wars, revolutions, riots, strikes or other forms of labor disputes, fires, floods, typhoons, regulatory measures taken by the government or other reasons that cannot be controlled by "A" or "B", "A" and "B" shall not be responsible for non-fulfillment of obligation on the grounds of force majeure. The parties do, however, bear the responsibility to inform the other party of the occurrence of force majeure instances. When the force majeure situation has been resolved, the affected party shall resume its obligations unless the Agreement has become null and void.</p>
<p><b>제22조(분쟁해결방법)</b></p> <p>계약서와 관련하여 또는 계약서로부터 발생한 분쟁에 관하여 '갑'과 '을'은 상호 협의를 통해 우호적으로 해결한다. 다만, 협의를 통해 분쟁이 해결되지 않는 경우에는 대한민국 법원 또는 계약이행지 법원의 관할에 따른다.</p>	<p><b>Article 22 (Dispute Resolution)</b></p> <p>Any dispute in connection with or derived from the Agreement shall be amicably settled between "A" and "B" through mutual agreement. However, disputes that are not be settled through mutual understanding shall fall under the jurisdiction of a court in the Republic of Korea or the jurisdiction in which the Agreement has been signed and sealed by both parties.</p>
<p><b>제23조 (계약서 작성 언어)</b></p> <p>① 계약서는 한글본 및 영어본으로 작성한다. 다만, 영어권 국가가 아닌 국가에 소재하는 '을'이</p>	<p><b>Article 23 (Language of Agreement)</b></p> <p>① The Agreement shall be provided in both Korean and English; provided that when "B" is located within</p>

<p>요청하는 경우 해당 현지국가의 언어에 의한 번역본을 첨부할 수 있다.</p> <p>② 제1항에 따른 한글본 계약서와 영어본 계약서의 효력은 원칙적으로 동등하나, 양자 간 각 조항에 관한 의미의 해석이 일치하지 아니할 때에는 한글본에 따른다.</p>	<p>a non-English-speaking country, a translated Agreement in that country's language may be attached.</p> <p>② Both the Korean version and English version of the Agreement stated in Paragraph 1 shall be equally effective. However, the Korean version will take precedence in the event where there are disagreements over interpretation between the parties arise in regards to the Agreement.</p>
<p><b>제24조(계약의 효력발생)</b></p> <p>계약 내용에 대하여 ‘갑’과 ‘을’이 상호 확인하고 이견이 없을 때에는 공히 서명 날인함으로써 효력이 발생한다. 이 계약의 성립을 증명하기 위하여 제23조 제1항에 따라 작성되어 서명·날인한 계약서를 ‘갑’과 ‘을’이 각각 1부씩 보관한다.</p>	<p><b>Article 24 (Effect of Agreement)</b></p> <p>This Agreement shall come into effect when "A" and "B" verify the contents and find that there are no conflicting opinions between both parties, mutually sign and seal this Agreement that has been drafted pursuant to Paragraph 1 of Article 23. In order to prove the formation of this Agreement, "A" and "B" shall each retain one copy of the Agreement signed and sealed by both parties.</p>

0000년 00월 00일

갑	기관명/대표 : 세종학당재단 이사장 (인)
	사업자등록번호 : 109-82-07761
	주 소 : 대한민국 서울시 서초구 반포대로 22 서초평화빌딩 11, 12층
을	기관명/대표 : (인)
	사업자등록번호 :
	주소 :

(Date: )

A	Name of Institution/Representative: King Sejong Institute Foundation, (signature)
	Corporate Registration Number: 109-82-07761
	Address: 11F, 12F Seocho Pyeonghwa building, 22, Banpo-daero, Seocho-gu, Seoul, Republic of Korea
B	Name of Institution/Representative: (signature)
	Corporate Registration Number:
	Address: