

**AGREEMENT FOR THE IMPLEMENTATION
OF THE HANBAN CONFUCIUS INSTITUTE
AT SUNY STONY BROOK**

In further development of the Confucius Institute on the Stony Brook campus, and in accordance with the October 15, 2008 Agreement for the establishment of the Confucius Institute between the Chinese Language Council International (HanBan) and the State University of New York at Stony Brook (Stony Brook University), Stony Brook University, HanBan and the Zhongnan University of Economics and Law (Zhongnan) agree as follows:

I. PURPOSE

The purpose of this Agreement is to guarantee the healthy operation and the sustainable development of the Confucius Institute at Stony Brook University.

II. BOARD OF ADVISORS

In consultation with a Board of Advisors (Board), the Provost of Stony Brook University shall provide direction and oversight to the Confucius Institute.

1. Appointment.

The Chair of the Board shall be nominated by Stony Brook University. The Vice Chair of the Board shall be nominated by Zhongnan. Three additional Board members shall be nominated by Stony Brook University and two additional Board members shall be nominated by Zhongnan.

2. Term.

Board members shall be appointed for three year terms. The initial terms shall begin so that no more than three members are appointed or reappointed in any given year.

3. Meetings.

The Board of Advisors shall meet at least one time each year.

4. Duties.

The responsibility of the Board of Advisors shall include, but not be limited to, the following activities for the Confucius Institute:

- 1) Formulate, recommend and review matters of strategic planning;
- 2) Monitor the development and operation of the program;
- 3) Formulate, recommend and review the curricula of the teaching programs;
- 4) Formulate, recommend and review student and faculty recruitment plans;
- 5) Formulate, recommend and review the program's financial plans;
- 6) Recommend persons for appointment as the Dean and Deputy Dean of the Confucius Institute, each of whom shall serve as an advisor to the Board.
 - i) The Dean should be a professor from Stony Brook University with administrative abilities, who is devoted to the Sino-America cultural exchange and the establishment of the Confucius Institute.

ii) The Deputy Dean should be a professor from Zhongnan who is qualified in English, Chinese Culture, and has management and program coordination abilities.

7) Support the office of the Dean of the Confucius Institute as necessary to facilitate the function and activities of the Board.

5. Consultation and Report.

1) The Board shall consult with HanBan whenever problems or difficulties arise in the operation of the Confucius Institute.

2) On a yearly basis, the Board shall submit to Stony Brook University, HanBan and Zhongnan, a program report, the strategic plan and fiscal year summaries for the Confucius Institute.

III. RESPONSIBILITY OF THE PARTIES

1. Zhongnan University of Economics and Law:

1) Provide to the Confucius Institute one or two visiting scholars/instructors on Chinese language and culture each year. Hanban will provide the salaries, transportation, housing and living expenses of the scholars/instructors.

2) Receive the students study group from the Confucius Institute. Zhongnan shall assign instructors to help visiting scholars with their study and practice. Incidental expenses incurred by visiting scholars shall be covered by the Confucius Institute.

3) Help the Board formulate the Chinese teaching curriculum or

teaching plan.

- 4) Cooperate in developing practical Chinese teaching materials tailored for local regions.
- 5) To recommend academic programs and areas for strategic development through discussion with the Board.

3. Stony Brook University:

- 1) Receive one or two visiting scholars/instructors on Chinese language and culture from Zhongnan each year, and identify housing and office space for them while working at the Confucius Institute.
- 2) Provide transportation for the Zhongnan instructors and related personnel between Stony Brook University and the New York airports.
- 3) Market and advertise programs run by the Confucius Institute.
- 4) Hold academic activities relating to the Confucius Institute.
- 5) Provide assistance with immigration procedures.

IV. FINANCIAL SUPPORT

1. Funding sources.

The Confucius Institute shall receive support from the following sources: Stony Brook, HanBan, Zhongnan, tuition fees and community donations.

2. Budget reports.

At the beginning of each academic year, the Confucius Institute shall submit a

budget report and yearly settlement report to Stony Brook University, HanBan and Zhongnan.

3. Grants and income.

Grants and income generated from Confucius Institute activities shall be used to support the operation, expenditures, development and expansion of the Confucius Institute.

V. INTELLECTUAL PROPERTY

Stony Brook University acknowledges the right of faculty to retain all intellectual property rights in works produced by them. For specific projects undertaken by the Confucius Institute that are developed jointly by Stony Brook and Zhongnan faculty, the ownership of intellectual property shall be determined by good faith consultation between the two parties. If consultation does not resolve the issue, the dispute shall be submitted for resolution to the appropriate forum.

VI. TERM

This Agreement shall be effective as of the date of the last signature below, and shall be valid for a term of five years. This term shall be automatically extended for another five years unless one of the parties notifies the others in writing that it wishes to terminate the Agreement.

VII. AMENDMENT

With the consent of all parties, this Agreement may from time to time be

amended through a process of negotiation and cooperative discussion. All revisions shall be in writing, in both English and Chinese, and signed by authorized representatives of the parties.

VIII. NOTICE

1. Stony Brook:

Dr. William Arens, E-5340 Melville Library, Stony Brook, New York 11794

2. Zhongnan:

Vice President H.S. Han, 1 South Nanhu Road, Wuhan City, Hubei Province

IX. DISPUTE RESOLUTION

In the event of any dispute, the parties shall negotiate with each other in good faith in an effort to achieve resolution. If necessary, the parties agree to submit their dispute to the appropriate forum.

X. OTHER TERMS

1. Mutuality

This Agreement shall be written in both Chinese and English. Each version is intended to have the same effect.

2. Spirit of cooperation

Any matters not addressed by this Agreement shall be solved through friendly, cooperative negotiations among the parties.

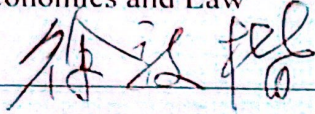
Signed for and on the behalf of


Signed for and on behalf of

Zhongnan University of

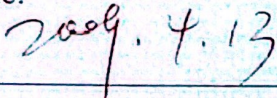
SUNY Stony Brook

Economics and Law





Date:



Date:

