



Stony Brook
University



AMENDMENT TO THE ESTABLISHMENT AGREEMENT
BETWEEN
CONFUCIUS INSTITUTE HEADQUARTERS OF CHINA
AND
STONY BROOK UNIVERSITY

WHEREAS, on or about November 5, 2005 the Confucius Institute Headquarters of China (the “Hanban”) and SUNY Stony Brook University (“SBU”), entered into a five (5) year agreement establishing the Confucius Institute at Stony Brook University (the “Institute”). This agreement shall be referred to herein as the “Establishment Agreement”;

WHEREAS, on or about April 13, 2009, SBU entered into a five (5) year agreement with Zhongnan University of Economics & Law (“Zhongnan”) for the Implementation of the Hanban Confucius Institute at Stony Brook University (“Implementation Agreement”);

WHEREAS, on or about December 18, 2009, SBU, The Research Foundation of the State University of New York and Hanban entered into an Extension/Modification Agreement of the Establishment Agreement whereby The Research Foundation of SUNY for Stony Brook University replaced SBU as the administering party for all funds provided by Hanban to the Confucius Institute at Stony Brook University;

WHEREAS, on or about March 18, 2013 SBU, responding to Hanban's request, confirmed its intent to continue its collaboration with Hanban in maintaining and further developing the Confucius Institute at Stony Brook University for an additional five (5) years until 2018;

WHEREAS, on or about January 26, 2018 SBU accepted Hanban's offer to extend "the collaboration in maintaining and further developing the Confucius Institute at Stony Brook University" for an additional five (5) years until "year 2023"; and

WHEREAS, SBU desires to amend both its Establishment Agreement with Hanban and its Implementation Agreement with Zhongnan; and

WHEREAS, Hanban has expressed its intention to support SBU's amendment of the Implementation Agreement with Zhongnan; and

WHEREAS, SBU and Hanban now wish to amend the Establishment Agreement;
and

NOW THEREFORE, the parties agree as follows:

1. The Establishment Agreement shall be amended as set forth below:

- (a) The first un-numbered paragraph shall be deleted in its entirety and replaced with the following:

“In order to strengthen educational cooperation between China and the United States, support and promote the development of Chinese language education, and increase mutual understanding among people in China and in the United States, the Confucius Institute Headquarters of China (the “Headquarters”) and SUNY Stony Brook University (“SBU”), for the establishment of Confucius Institute at Stony Brook University (the “Institute”), hereby agrees as follows:”

- (b) Article 4 Scope of Activities - the first un-numbered sentence in this Article shall be amended to delete the phrase “according to the Constitution and By-laws and local instance”.
- (c) Article 4 Scope of Activities shall be amended to delete subparagraph 6.
- (d) Article 4 Scope of Activities shall be amended to add the following new subparagraph 6:

“6. Notwithstanding any language to the contrary, all activities of the Institute that take place in the United States shall be governed by U.S. law, as well as SUNY and SBU policies and procedures, including laws, rules, regulations and policies related to academic freedom.”

- (e) Article 5 Organization shall be deleted in its entirety and replaced with the following:

- “1. The Institute at SBU shall adopt a Director Responsibility System under the leadership of the Provost with advice from the Advisory Board.*
- 2. The Advisory Board is formed with three members nominated from SBU and two members nominated from Zhongnan, and shall advise on:
(i) formulating and amending the Constitution of the Institute;
(ii) development plans for the Institute; (iii) the significant issues including teaching and management; (iv) appointment of the Director of the Institute; (v) examining the budget proposal and final financial accounts of the Institute; (vi) reporting to the two parties on the management status and significant issues.*
- 3. SBU and Zhongnan may each appoint one director. The Director chosen by Zhongnan will work with and directly report to SBU CI Director, who shall be chosen by the Provost.*
- 4. The Institute activities must be in accordance with U.S. law, SUNY and SBU policies and procedures as well as cultural custom.”*

(f) Article 6 Obligations – Obligations of SBU shall be deleted in its entirety and replaced with the following:

- “1. To provide programs and activities that are consistent with its mission and values and in compliance with its policies regarding academic freedom.*
- 2. To provide a fixed office place and appropriate sites for teaching and other activities of the Confucius Institute equipped with office and teaching*

facilities and with responsibility for the setting, management and maintenance.

3. *To provide necessary administrative personnel (full time or part time) and provide the related payment to provide necessary working facilities for the Chinese instructors.*

4. *To assist the Chinese party on the visa application and residence procedures in accordance with SBU's normal process and procedures.*

5. *To open the special account for the Confucius Institute in the local Bank of China or other bank."*

(g) Article 10 Term shall be deleted in its entirety and replaced with the following:

"The Agreement shall be in effect on the date when the two parties sign below. The Agreement shall have a period of 5-year validity. Either party, if it wishes to terminate the Agreement before the end of the term, shall notify the other party in writing ninety (90) days in advance."

(h) Article 12 Termination shall be amended to add the following subparagraph 6:

"6. In the event of interference with or restriction of SBU's policies regarding academic freedom as determined by SBU in its sole, reasonable discretion.

(i) The following Article 16 shall be added:

Article 16. Controlling Law. The parties hereto agree that U.S. law, SUNY and SBU's policies shall be paramount and prevail regarding all Institute activities that take place in the United States."

2. All other terms and conditions of the Establishment Agreement shall remain in full force and effect.
3. Hanban acknowledges that SBU has or will in the immediate future, execute the *Amendment of the Implementation Agreement between Stony Brook University and Zhongnan University of Economics & Law*, (attached here as Exhibit A) and agrees to act in accordance with the *Amendment of the Implementation Agreement between Stony Brook University and Zhongnan University of Economics & Law*.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

STONY BROOK UNIVERSITY

THE CONFUCIUS INSTITUTE
HEADQUARTERS



Name: Michael Bernstein
Title: Interim President
Date: 3-10-2020



Name: Ma Jianfei
Title: Deputy Chief Executive
Date: 2020.2.28