

Agreement
between Stony Brook University, New York, U.S.A. and
Zhongnan University of Economics and Law, Wuhan, People's Republic of China
on the Cooperative Development of
the Confucius Institute at Stony Brook University

In accordance with a desire to promote cooperation in areas of mutual interest for the benefit of both institutions, Stony Brook University and Zhongnan University of Economics and Law hereby enter into the following operational agreement:

Whereas, Stony Brook University, in cooperation with the National Office for Teaching Chinese as a Foreign Language ("Hanban"), an initiative of the People's Republic of China, has established a Confucius Institute at Stony Brook University.

Whereas, Zhongnan University of Economics and Law has been designated by Hanban as the Chinese partner university in the cooperation and development of the Confucius Institute at Stony Brook University.

Whereas, Stony Brook University shares with Zhongnan University of Economics and Law a desire to promote educational exchange and cooperation between the United States of America and the People's Republic of China, and to mutually support development of the Confucius Institute at Stony Brook University.

Now therefore, in consideration of the above, Stony Brook University and Zhongnan University of Economics and Law agree as follows:

I. The Confucius Institute at Stony Brook University

In accordance with the Agreement on the Establishment of the Confucius Institute at Stony Brook University signed by President _____ of Stony Brook University and Director _____ of Hanban, and effective _____ :

- A. The Confucius Institute at Stony Brook University will have an Advisory Board which shall be advisory to the President in general matters of development, programming, curriculum and instruction, and strategic planning related to the Confucius Institute. The President of Stony Brook University shall serve as chair of the Advisory Board and the president of Zhongnan University of Economics and Law shall serve as the vice-chair of the Advisory Board.
- B. The Confucius Institute at Stony Brook University will have an Executive Committee which shall be advisory to the Executive Director in matters of instruction, programming, curriculum, and cooperative relationships related to the Confucius Institute. The Executive Director's Senior Advisor from

Zhongnan University of Economics and Law shall serve as a member of the Executive Committee.

- C. The Confucius Institute at Stony Brook University will receive one or more educational scholars/instructors each year from Zhongnan University of Economics and Law to perform educational services necessary to its mission. Individuals nominated by Zhongnan University of Economics and Law and approved by Hanban will have academic credentials acceptable to Zhongnan University of Economics and Law and will be recognized as affiliates of Stony Brook University. These scholars/instructors will serve full-time in the Confucius Institute at Stony Brook University, under the supervision of the Executive Director.
 - D. One of the visiting scholars/instructors, if an experienced faculty member from Zhongnan University of Economics and Law, shall serve as Senior Advisor to the Executive Director of the Confucius Institute at Stony Brook University. The Senior Advisor shall serve as a member of the Executive Committee of the Confucius Institute at Stony Brook University. The Senior Advisor will, in addition to normal programmatic and instructional responsibilities at the Confucius Institute at Stony Brook University, assist the Executive Director on curriculum development, operations, and planning, and serve as a liaison with Zhongnan University of Economics and Law.
 - E. Fees generated from language courses and other programs will be used to support programming costs and invested in the future development and expansion of the Confucius Institute at Stony Brook University. The development of the Confucius Institute at Stony Brook University shall be to the mutual benefit of both Stony Brook University and Zhongnan University of Economics and Law.
2. Responsibilities of Zhongnan University of Economics and Law

During the term of this agreement, Zhongnan University of Economics and Law shall contribute to the operation and support of the Confucius Institute at Stony Brook University by providing one or more visiting scholars/instructors each year to perform educational services at Stony Brook University. The individuals nominated by Zhongnan University of Economics and Law to be visiting scholars/instructors shall be qualified in the teaching of Chinese as a foreign language and shall have the ability to teach Mandarin Chinese to beginning learners. The nominated scholar/instructors shall also have strong skills in spoken English.

This obligation to provide scholars/instructors is predicated upon the

understanding, by both Zhongnan University of Economics and Law and Stony Brook University, that the Hanban will provide the salaries, transportation, and living expenses of these scholars/instructors, in accordance with the Agreement on the Establishment of the Confucius Institute at Stony Brook University signed by President _____ of Stony Brook University and Director _____ of Hanban, and effective _____.

3. Responsibilities of Stony Brook University

During the term of this agreement, the university shall contribute to the operation and support of the Confucius Institute at Stony Brook University by providing the following facilities and services to the visiting scholars/instructors from Zhongnan University of Economics and Law:

- A. Appropriate office and classroom facilities.
- B. Appropriate office and teaching equipment.
- C. Appropriate operating supplies.
- D. Assistance in obtaining the necessary non-immigrant visas for entry into the United States.
- E. Affiliate status at Stony Brook University.

4. Other Cooperative Programs

In order to further the development of the Confucius Institute at Stony Brook University and its educational mission of expanding knowledge of Chinese language and culture, Stony Brook University and Zhongnan University of Economics and Law will explore the creation of additional cooperative programs, including (but not limited to) training and professional development programs for teachers of Chinese, study abroad programs for pre-service teachers and other students, study tours for Stony Brook University faculty and students, and mutual programs of research, curriculum development, and teacher training.

5. Term

The term of this agreement shall be for five (5) years, and may be extended by the mutual agreement of the parties in writing. This agreement may be renegotiated at the end of the term if changes in the financial situation and development of the

Confucius Institute at Stony Brook University warrant it. The agreement may be terminated by either party by giving six (6) months written notice to the other.

6. Intellectual Property

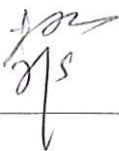
For specific projects undertaken by the Confucius Institute at Stony Brook University that have intellectual property rights, the intellectual property rights shall belong to the providing party. For projects developed jointly, the ownership of intellectual property shall be determined by consultation between the two parties over intellectual property, the two parties should engage in friendly consultation and, if consultation does not resolve the issue, the dispute shall be submitted for resolution to an organization with jurisdiction, according to the relevant laws and regulations and international practice.

7. Controlling Language

This agreement is written in both Chinese and English, each Party having a version in each language. Each version shall be of equal legal weight and authority as the other.

8. Effective Date

This agreement shall be effective on the date when the last party signs below.

 3.20.08

Li Gefei, PhD
Dean, International Education School
Zhongnam University of Economics and Law

 3/20/08

William Arens, PhD
Dean, International Academic Programs
Stony Brook University