西南财经大学

与

奥尔巴尼大学

关于合作建设奥尔巴尼大学孔子学院的

备忘录

为了奥尔巴尼大学孔子学院的健康运作和可持续发展，中华人民共和国西南财经大学和美国纽约州立奥尔巴尼大学在国家汉办和奥尔巴尼大学已经续签订《关于合作建设奥尔巴尼大学孔子学院的修订和续签协议》的基础上，续签《西南财经大学与奥尔巴尼大学关于合作建设奥尔巴尼大学孔子学院的备忘录》（以下简称《备忘录》）如下。

第一条 目的

为了保证奥尔巴尼大学孔子学院（以下简称孔子学院）的健康运作和可持续发展，西南财经大学与奥尔巴尼大学现续签此《备忘录》。

第二条 理事会结构

理事会由本协议双方共同组建，各方4人，理事会成员名单如下：

一、理事长：奥尔巴尼大学国际教育副教务长 Harvey Charles

二、中方理事长：西南财经大学副校长徐振教授

三、奥尔巴尼大学推荐的成员：

文理学院院长 Edelgard Wulfert 教授
地理与规划系教授 黄友琴 博士（孔子学院美方院长）
商学院副教授 Paul Miesing 副教授

四、西南财经大学提任的成员：

国际交流与合作处处长 梁婷博士
人文（通识）学院院长 杨海洋教授
出国留学预备学院 帅建林博士(孔子学院中方院长)

第三条 理事会职责

一、承担孔子学院正常运转责任。
二、制定国家汉办和奥尔巴尼大学所签协议第四条所规定的任务的执行计划。
三、为孔子学院所开设的各类教学项目制定或审定课程设置计划。
四、制定或审定孔子学院各类项目的招生计划。
五、制定或审定孔子学院的财务计划。
六、任命孔子学院美方院长及中方院长。美方院长由奥尔巴尼大学对中美文化交流及孔子学院工作有突出贡献并具有行政管理能力的教授/副教授担任。中方院长由西南财经大学指派，由外语流利、中国文化知识丰富、具有较强管理协调能力的人员担任。孔子学院实行理事会领导下的院长负责制。

第四条 理事会工作机制

一、建立理事长和中方理事长之间，美方院长和中方院长之间的联系。
二、每年至少召开一次全体理事会年会，制定有关孔子学院运转和发展
的重大政策或决定。

三、每年五月向奥尔巴尼大学，国家汉办和西南财经大学提供一份年
度工作计划和年终总结报告。

四、当孔子学院运转中出现问题或困难时，及时向国家汉办汇报请示
解决办法。

第五条 协议双方义务

一、西南财经大学的义务

（一）每年提供至少一至二名高水平的语言文化教师，和志愿者。

（二）接待孔子学院的学生到西南财经大学学习。届时西南财经大学
将提供班主任和教师帮助学生完成实习和学习任务。由此而产生的费用由
孔子学院总部的财政提供资助。

（三）接待奥尔巴尼大学的老师到西南财经大学访问，讲学。

二、奥尔巴尼大学的义务

（一）提供孔子学院所需的办公场所, 桌椅、电话、电脑等办公设施及
设备，供孔子学院职员使用。负责协助西南财经大学教师租赁合适的公寓
房间。

（二）支持孔子学院的各种办学项目的广告宣传工作，和学术活动。

（三）接待西南财经大学老师赴奥尔巴尼大学访学，讲学。

（四）确保学术自由在孔子学院的所有活动中得到体现和保护。

（五）如果学术自由在孔子学院受到威胁或妥协，有权退出该协议。
第六条 财务事务

一、孔子学院经费来源

孔子学院的经费由以下五部分组成：

（一）奥尔巴尼大学的支持；
（二）国家汉办的拨款；
（三）西南财经大学的支持；
（四）开办各种教学科目的学费收入；
（五）当地社区的捐款。

二、预决算管理

每年年初，孔子学院向国家汉办，奥尔巴尼大学和西南财经大学提供当年的预算报告和前一年的决算报告。

孔子学院的运营过程中所产生的收入主要用于孔子学院的业务支出和持续发展以及孔子学院有关的各种活动。

第七条 其他

一、从中国来的访问学者，包括学者，教师，志愿者，在奥尔巴尼大学没有决策权。同样，美国的访问学者，包括学者，教师和志愿者，在西南财经大学也没有决策权。

二、当发生争议，涉及到奥尔巴尼大学赞助的孔子学院所有活动的政策规则时，美国和纽约州的法律、奥尔巴尼大学和纽约州立大学的政策将
第八条 协议使用的语言

本协议书用中文和英文写成。两种文本具有同等效力。协议双方各持
中英文文本各一份。

奥尔巴尼大学校长

西南财经大学校长

Havidón Rodríguez

卓志

日期：

日期：
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY AT ALBANY
AND
SOUTHWESTERN UNIVERSITY OF FINANCE AND ECONOMICS
FOR THE DEVELOPMENT OF THE CONFUCIUS INSTITUTE AT
THE UNIVERSITY AT ALBANY

In accordance with the desire to achieve the healthy operation and sustainable development of the Confucius Institute at the University at Albany, the University at Albany, State University of New York (hereafter UA) in the United States and the Southwestern University for Finance and Economics (hereafter SWUFE) in the People’s Republic of China renew and sign the memorandum of understanding below on the basis of the “Amendment and Renewal Agreement between Confucius Institute Headquarters of China and the Research Foundation for the State University of New York, and the University at Albany, State University of New York on the Establishment of Confucius Institute at the University at Albany” (hereafter MEMORANDUM).

I. AIM

The aim of this MEMORANDUM is to guarantee the healthy operation and the sustainable development of the Confucius Institute at the University at
Albany.

II. MEMBERS OF THE BOARD OF ADVISORS

The Board of Advisors are composed of members from both parties, with four members from each party. The members of Board of Advisors are listed below:

1. Chair: Dr. Harvey Charles, UA Dean for International Education and Vice Provost for Global Strategy

2. Chinese Chair: Professor Dan Yang, SWUFE Vice President for International Relations

3. Advisors Appointed by UA:
   - Dr. Edelgard Wulfert, Dean of College of Arts and Sciences
   - Dr. Youqin Huang, Professor of Geography and Planning (Executive Director of Confucius Institute)
   - Dr. Paul Miesing, Associate Professor of Business

4. Advisors Appointed by SWUFE:
   - Dr. Ting Liang, Director of Office of International Exchange and Cooperation
   - Dr. Haiyang Yang, Dean of Liberal Arts College
   - Dr. Jianlin Shuai, SWUFE Vice Director of Study Abroad Institute
     (Chinese Director of the Confucius Institute)
III. OBLIGATIONS OF THE BOARD OF ADVISORS

1. To shoulder the responsibility for the operation of the Confucius Institute.

2. To make the implementation plan stipulated in ARTICLE 4 of the agreement between Hanban and the University at Albany and Research Foundation.

3. To formulate or approve the curricula of the teaching programs run by the Confucius Institute.

4. To formulate or approve the student recruitment plan of all the programs run by the Confucius Institute.

5. To formulate or approve the financial plan of the Confucius Institute.

6. To appoint Executive Director and the Chinese Director of the Confucius Institute. The Executive Director should be a professor/associate professor from UA with administrative abilities, who has been or is devoted to Sino-America cultural exchange and the establishment of the Confucius Institute. Chinese Director should be assigned by SWUF, who is proficient in English, understands Chinese Culture, and has management and coordination abilities. Confucius Institute follows a responsibility system by the Directors under the guidance of the Board of Advisors.

IV. OPERATION OF THE BOARD OF ADVISORS

The Board of Advisors will:

1. Facilitate contact between Chair and Chinese-Chair of the Board of
Advisors, and between the Executive Director and the Chinese Director.

2. Convene Board of Advisors meetings at least one time annually, and make important policies and decisions on the operation and development of the Confucius Institute.

3. Submit the Confucius Institute’s annual plans and fiscal year summaries to the UA, Headquarters, and SWUFE in May each year.

4. Discuss with Hanban solutions to any problems or difficulties that arise in the operation of the Confucius Institute.

V. RESPONSIBILITIES

1. RESPONSIBILITIES OF SWUFE:

   1.1 To provide at least one or two visiting scholars/instructors/volunteers in Chinese language and culture each year.

   1.2 To receive student groups from the Confucius Institute. SWUFE should assign instructors to help them with their study and internships. The expenses incurred would be covered by the Confucius Institute Headquarters (Hanban).

   1.3 To receive UAlbany faculty who visit, teach and make research presentations at SWUFE.

2. RESPONSIBILITIES OF UA:

   2.1 To provide offices with necessary facilities for the Chinese instructors when they work at the Confucius Institute. UA will also
assist instructors in finding suitable housing while they are in Albany.

2.2 To host and promote various teaching, cultural and academic programs and activities by the Confucius Institute.

2.3 To receive SWUFE faculty who visit UAlbany.

2.4 To ensure that academic freedom is asserted and protected in all activities of the Confucius Institute.

2.5 To reserve the right to withdraw from this agreement if the practice of academic freedom within the Confucius Institute is threatened or compromised.

VI. FINANCIAL SUPPORT

1. Funding Sources for Confucius Institute:

The funding of the Confucius Institute consists of five parts:

1) Support from UA;

2) Support from the Confucius Institute Headquarters (Hanban);

3) Support from SWUFE;

4) Tuition fees from the programs of the Confucius Institute;

5) Donations from the community.

2. Financial Management

The Confucius Institute will submit the current year’s budget report and the previous year’s settlement report to the Headquarters, UA, and SWUFE at
the beginning of each year.

Incomes generated from the Confucius Institute should be used to support the operational expenditures and the development and expansion of the Confucius Institute.

VII. MISCELLANEOUS

1. Exchange visitors from China, including scholars, instructors, and volunteers will have no decision-making authority at the University at Albany. Likewise, exchange visitors from the United States, including scholars, instructors or volunteers will have no decision-making authority at SWUFE.

2. In the event of a dispute, and in terms of the policies governing all Confucius Institute activities sponsored by the University at Albany, US and New York State law and the policies of the University at Albany and State University of New York will have primacy over Chinese law and policies.

VIII. AGREEMENT LANGUAGE

This Agreement is written in both Chinese and English. Each version shall have the same effect. Each party shall keep the two versions for reference.
Signed for and on behalf of

University at Albany
State University of New York
President

Havidán Rodríguez
8/26/18
Date

Signed for and on behalf of

Southwestern University of
Finance and Economics
President

Zhi Zhuo
26, Jul, 2018
Date