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
孔子学院的执行协议

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签订《关于合作建设奥尔巴尼大学孔子学院的协议》和西南财经大学与奥尔巴尼大学共同起草的《建立奥尔巴尼大学孔子学院的可行性分析报告》的基础上，现签订执行协议如下。

第一条 目的

为了保证奥尔巴尼孔子学院（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签订本执行协议。

双方共同组建的理事会名单：

理事长：奥尔巴尼大学教务长与教学副校长 Susan D. Phillips

中方理事长：西南财经大学外事副校长杨丹教授

奥尔巴尼大学提任的成员：
国际教育副教务长：Ray Bromley 教授

东亚研究系 Anthony DeBlasi（邓百安）教授（孔子学院执行院长）

西南财经大学现提任成员：

国际交流与合作处梁婷女士

国际商学院教授委员会主席曹德骏教授（孔子学院中方院长）

理事会的工作任务：

承担孔子学院正常运转的全部责任。

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执行计划。

为孔子学院所开设的各类教学项目制定或审定课程的设置计划。

制定或审定孔子学院各类项目的招生计划。

制定或审定孔子学院的财务计划。

任命孔子学院院长及副院长。院长由奥尔巴尼大学对中美文化项目及孔子学院运作有突出贡献并具有执行管理能力的教授担任。
副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。

组织孔子学院院长办公室，以便贯彻执行孔子学院理事会制定的全部政策和决定。该办公室设定帮办公室主任一人，秘书一至二人。

理事会的工作机制

建立理事长和副理事长之间，院长和副院长之间的联系。

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。

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。

当孔子学院运转中出现问题或困难时，向国家汉办商讨解决办法。

协议双方义务的补充条款

西南财经大学：

每年提供一至二名高水平的语言和文化教师。
提供教科书，参考资料和视听资料。

每年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的财政提供资助。

与理事会商定向孔子学院学术报告的题目和实施计划。

奥尔巴尼大学：

拨付必要的设施的办公场所供西南财经大学教师在美工作期间使用。奥尔巴尼大学负责协助西南财经大学教师找出合适的公寓房间。

负责派车到机场接送到任和离任的西南财经大学的教师和其他有关人员。

承担孔子学院的各种办学项目的广告宣传工作。

负责举办各种学术活动。

财务事务

孔子学院的经费由以下五部分组成：

奥尔巴尼大学的支持；
国家汉办的支持；

西南财经大学的支持；

开办各种教学科目的学费收入；

当地社区的捐款。

每学年年初要向国家汉办，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结算报告。

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的有关的各种活动。

协议使用语言

本协议由中文和英文写就。两种文本具有同等效力。协议双方各持中英文文本各一份，以备查询。

奥尔巴尼大学校长

[签名]

Robert E. Jones

2014/6/2

日期

西南财经大学校长

[签名]

张宗益

2014/6/2

日期
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
孔子学院的执行协议

IMPLEMENTATION AGREEMENT
BETWEEN
THE UNIVERSITY AT ALBANY
AND
THE SOUTHWESTERN UNIVERSITY OF FINANCE AND ECONOMICS
FOR THE DEVELOPMENT OF THE CONFUCIUS INSTITUTE AT
THE UNIVERSITY AT ALBANY
IMPLEMENTATION AGREEMENT
BETWEEN
THE UNIVERSITY AT ALBANY
AND
THE 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 (hereafter UA) in the United States and the Southwestern University of Finance and Economics (hereafter SWUFE) in the People's Republic of China sign the implementation agreement below on the basis of these two documents: (1) the "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" and the (2) "Feasibility Analysis of the Establishment of a Confucius Institute at the University at Albany."

I. AIM
The aim of this agreement 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 DIRECTORS
CHAIR: Susan D. Philips, UA Provost and Vice President for Academic Affairs
VICE-CHAIR: Professor Yang Dan, SWUFE Vice President for International Exchange and Cooperation
DIRECTORS APPOINTED BY UA:
Professor Ray Bromley, UA Vice Provost for International Education
Professor Anthony DeBlasi, UA Associate Professor of Chinese Studies and Executive Director of UA-SWUFE Confucius Institute
DIRECTORS APPOINTED BY SWUFE:
Liang Ting, SWUFE Director of Office of International Exchange and Cooperation
Professor Cao Dejun, SWUFE Chair of Professor Committee at School of
International Business, Professor of International Business and Chinese Director of the
UA-SWUFE Confucius Institute

III. OBLIGATIONS OF THE BOARD OF DIRECTORS
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.
3. To formulate or approve the curricula of the teaching programs run by the
Confucius Institute.
4. To formulate or approve the 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 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
SWUFE, who is proficient in English, understands Chinese Culture, and has
management and coordination abilities. The Executive Director is responsible to
the Board of Directors.
7. To organize the Executive Director’s Office so that all the policies and decisions
by the Board of Advisors can be carried out. The office will consist initially of the
Executive Director and one secretary.

IV. OPERATION OF THE BOARD OF DIRECTORS
The Board of Directors will:
1. Facilitate contact between Chair and Vice-Chair of the Board of Advisors, and
between the Executive Director and the Chinese Director.
2. Convene Board of Directors 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. SUPPLEMENTARY CLAUSES

RESPONSIBILITIES OF SWUFE:

1. To provide one or two visiting scholars/instructors in Chinese language and culture each year.
2. To provide textbooks, reference materials, and audio-visual materials.
3. To receive the student study groups from the Confucius Institute. SWUFE should assign instructors to help them with their study and practice. The expenses incurred would be covered by the Confucius Institute.
4. To decide the subjects of academic reports and implementation plans through discussions with the Board of Directors.

RESPONSIBILITIES OF UA:

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. To be responsible for the local transfer of the instructors and the related SWUFE personnel from between the University at Albany and the airport.
3. To undertake the marketing of the programs run by the Confucius Institute.
4. To host the Confucius Institute’s academic activities.

VI. Financial Support

1. The funding of the Confucius Institute consists of five parts:
   1) Support from UA;
   2) Support from the Confucius Institute Headquarters;
   3) Support from SWUFE;
   4) Tuition fees from the programs of the Confucius Institute;
   5) Donation from the community.

2. 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 academic year.

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

VII. 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

President

Signed for and on behalf of

Southwestern University of Finance and Economics

President

[Signature]

Robert J. Jones

Professor Zhang Zongyi

[Signature]

Date

Date

2014.6.2