

## **AGREEMENT FOR RESEARCH-EDUCATION-OUTREACH PARTNERSHIP**

*Between*

Fanjingshan National Nature Reserve, Jiangkou, Guizhou, China

*And*

College of Arts and Letters at San Diego State University, San Diego, CA USA

This Agreement for Research-Education-Outreach Partnership (named REO Partnership hereafter) is between Fanjingshan National Nature Reserve (FNNR) and College of Arts and Letters at San Diego State University (CALSDSU). The goal of the REO Partnership is for conducting collaborative scientific research, education, and outreach directed towards the conservation of the Guizhou snub-nose monkey (*Rhinopithecus brelichi*) and other protected endangered/threatened species (including their natural habitats), economic and social development of local communities, and human-environment interaction within or near FNNR. The two signatory parties aim to achieve this goal through expertise exchange, information and data sharing, infrastructure development, personnel training, and other mutually-agreed activities. The two signatory parties both agree to, and abide by, the following items.

1. All participants to the REO Partnership must comply with all relevant laws, regulations, policies, and guidelines in both the United States of America (USA hereafter) and the People's Republic of China (China hereafter). Both parties must not conduct any activities that may jeopardize the national security or interests of both USA and China. Under USA Animal Welfare Act 89-544 (and subsequent additions/modifications) and China's Wildlife Protection Law, animal welfare practices and ethical standards are to be

upheld by both parties in all circumstances, including fund raising, field observations and surveys, data compilation and analysis, and scientific publications.

2. The division of intellectual property rights/ownership or any data collected, and seniority of authorship of any publications arising from a joint activity/project, will be mutually agreed upon by both signatory parties prior to commencement of specific activities/projects. In absence of mutual agreement, each party will own: (1) all intellectual property developed by its own employees and contractors; and (2) all intellectual property owned by such party prior to the commencement of the project. All intellectual property developed through two-party joint contributions will be determined on a prorated percentage basis.

3. Joint activities/projects between CALSDSU and FNNR are subject to availability of funding (see item #7 for signing or changing each specific agreement). The total cost of each activity will be as agreed upon in budgets of specific projects. The amounts of labor, time, and funding that CALSDSU and FNNR will contribute toward an activity will be outlined in a project memorandum. Each party takes the following responsibility when initiating a project or activity:

CALSDSU: (a) Send a project or activity proposal to FNNR at least two months prior to the commencement of any CALSDSU-initiated project; (b) Train personnel from FNNR or CALSDSU about landscape ecology, social survey methods, and human/cultural geography; (c) actively seek extramural funds; (d) (potentially with other relevant parties) provide FNNR visitors visa-application and/or financial assistance if a visit to USA is deemed appropriate by both parties; (e) pay or share data to the relevant party or parties on a pre-agreed basis.

FNNR: (a) Send a project or activity proposal to CALSDSU at least two months prior to the commencement of any FNNR-initiated project; (b) Train CALSDSU personnel about

local socioeconomic, demographic, conservation, and ecological/environmental conditions; (c) provide necessary logistic assistance that includes, but not limited to, local transportation, cook-, translation-, and guide-service, lodging, and provision of food in the field; (d) provide data or information (e.g., books) necessary for a joint activity or project; (e) provide CALSDSU visitors visa-application and/or financial assistance if a visit to FNNR is deemed appropriate by both parties; (f) obtain or assist to obtain relevant approvals for CALSDSU personnel's work at FNNR from government agencies.

4. Each party shall be responsible for its own actions during the course of the project and will hold harmless the other party from any damages resulting there from. Any party will not be liable or responsible for any of the actions of the other party in the REO Partnership. Any party shall make possible efforts to assist the other party on a voluntary basis when needs for help arise.

5. Neither party will issue any public statement regarding the REO Partnership, the collaborative research undertaken hereunder, and the data or results of any joint project without the approval of the other party (or parties) and without appropriate acknowledgment of partner contributions. The REO Partnership will be valid for five (5) years from the date of signature and may be canceled by any signatory party with three months written notice, or may be renewed at termination by written mutual agreement.

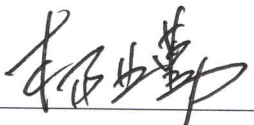
6. Neither party will incur any debts or liabilities in the name of the other party; each party will cover its own expenses except as otherwise expressly agreed in writing.

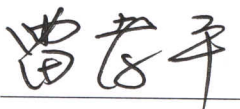
7. Under the REO Partnership, specific scientific, education, and/or outreach activities will be conducted under the supervision of Director Yeqin Yang (FNNR) and Dr. Li An (Department of Geography, SDSU).. This Agreement of REO Partnership shall take effect after all the legal representatives from both parties sign and date below. This Agreement may be modified only by written agreement of both parties.

REO Partnership Co-Directors at Fanjingshan National Nature Reserve (FNNR):

Mr. Yeqin Yang  
Director

Xiaoping Lei  
Department Head

Signature: 



Date: 2010. 7. 5

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REO Partnership Co-Directors at College of Arts and Letters, SDSU (CALSDSU):

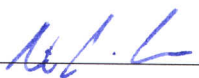
Dr. Paul Wong  
(Dean & Prof.)

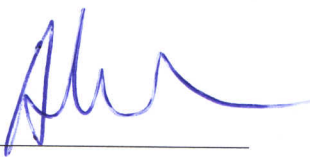
Dr. Stuart Aitken  
(Chair & Prof. of Geography)

Dr. Li An  
(Associate Prof. of

Geography)

Signature: 





Date: 8/6/10

8/2/10

07-26-2010