

THIS AGREEMENT, Made this 23rd day of June, 1976, by and between Harvard-Yenching Institute ("the Institute") and The President and Fellows of Harvard College ("Harvard"), both educational, charitable corporations organized and existing under the laws of The Commonwealth of Massachusetts and located in the City of Cambridge in the said Commonwealth, further supplements the Agreements between them of April 9, 1928, and September 16, 1957, and supersedes the Memorandum and Agreement between them of November 29, 1965. This Agreement is to become effective as of July 1, 1976.

W I T N E S S E T H : That

WHEREAS, the Institute reaffirms its active interest in maintaining a strong base at Harvard for its programs in furtherance of higher education in Asia, a base that will provide it the advice and cooperation of the Harvard faculty and staff, access to Harvard facilities for its Asian grantees, and administrative--including space--assistance for the operations of both the staff and the Asian participants of the Institute; and in its turn, Harvard is interested in maintenance of the ties with Asian education and scholarship afforded by the Institute's programs, and in the continued use of the Institute's library holdings.

THEREFORE,

- (1) The Institute will provide annual financial aids to Harvard. The total of such aids shall not exceed thirty (30) percent of the budget of the Harvard-Yenching Institute. The budget shall include all normal expenses of the Harvard-Yenching Institute, with the exception of the investment management fees and of the one nineteenth (1/19) of the income of the Restricted Account that is granted to the Allahabad Agricultural Institute. From the total amount of this support, the Institute normally will specify the use of no more than four (4) percent of its budget for a Publications Program remaining under its

control, and budget the remainder for the Department of East Asian Languages and Civilizations, for a library principally of holdings in East Asian languages, and for such other programs as the Institute and Harvard shall agree upon.

- (2) Harvard will assume administrative responsibility for the Harvard-Yenching Library, a collection consisting principally of holdings in East Asian languages, and the Institute will make its library properties available for use by the University, in consideration of the following covenants:
- a. It is understood by both parties that Harvard will make every effort commensurate with its resources to provide such facilities and budgets to the Harvard-Yenching Library as will permit it to retain the preeminence it now enjoys.
  - b. Ownership of movable property acquired by or for the Harvard-Yenching Library shall be governed by the following provisions:
    1. All movable property of the said library bought on budgets before that of 1964-65 shall be the property of the Institute.
    2. In assigning ownership of such property to the Institute and Harvard thereafter, only items bought under the regular annual budget of the Library shall be involved.
    3. The ownership of movable property purchased during 1964-65 and thereafter shall be determined in any given year by applying the ratio of the respective contributions of the Institute and Harvard each year to that year's aggregate acquisitions, at cost. The Librarian shall assign ownership of such items to the Institute and Harvard, and shall keep records indicating this ownership, using the appropriate bookplates in the case of books.
    4. When monies from sources other than Harvard or the Institute are used for the Library budget, Harvard shall, with the consent of the Trustees of the Institute, determine a method for the computation of their respective property rights, in the event the source has not already designated the ownership of the property.

5. No single item of movable property shall be owned jointly by the Institute and Harvard.
  6. Acquisitions to be assigned to Institute ownership shall be designated first among works in Chinese, Japanese, and Korean, and from among traditional materials.
  7. Institute and Harvard properties shall not, on the basis of ownership alone, be physically segregated from one another in the Library.
- c. The Harvard-Yenching Library shall be a unit of the Harvard College Library, and shall operate in conformity with the general administrative guidelines governing all units thereof.
  - d. The appointment of the Librarian of the Harvard-Yenching Library shall be subject to the advice and consent of the Trustees of the Institute.
  - e. The Librarian of the Harvard-Yenching Library shall report to the Librarian of Harvard College. He shall present annual reports of Library operations concurrently to the Dean of the Faculty of Arts and Sciences and the Director of the University Library via the Librarian of Harvard College, to the Trustees of the Institute via its Director, and to the Library Committee (see below). The Harvard-Yenching Librarian shall be liaison for his collections with the Institute, through the Chairman of the Library Committee.
  - f. The internal administration of the Harvard-Yenching Library shall be the function and responsibility of its Librarian, to be carried out under the general supervision of the Librarian of Harvard College. Specifically, the Harvard-Yenching Librarian shall, in consultation with the Library Committee, prepare annual budgets and other financial proposals having to do with the Library, for approval by the Librarian of Harvard College and the Dean of the Faculty of Arts and Sciences.
  - g. The Librarian of the Harvard-Yenching Library shall be advised by a Library Committee, normally to consist of nine (9) members, to be appointed by the Dean of the Faculty of Arts and Sciences. The Committee shall be a subcommittee of the Faculty of Arts and Sciences Library Committee, and shall include the Director of the

University Library, the Librarian of Harvard College, and the Harvard-Yenching Librarian, and as no less than one third of its members, persons nominated by the Trustees of the Institute. Members shall be chosen so as to give as broad a representation to the using faculty as possible. The Committee shall meet at least twice a year, inclusive of a meeting held within six (6) weeks prior to the date of each of the regular meetings of the Trustees of the Institute. The Committee shall require the presence of at least one (1) member nominated by the Institute to have a quorum.

- h. The staff of the Institute, and participants in such of its programs for Asians at Harvard as have also been approved by Harvard, shall be allowed free access to and use of the Harvard-Yenching Library, in conformity only with such general provisions governing the use of the Library by its own personnel as Harvard may devise.
- i. The name of the Harvard-Yenching Library may be altered only with the advice and consent of the Trustees of the Institute.

(3) Harvard will continue to provide the Institute with space at 2 Divinity Avenue for the headquarters operations of the Institute, and for such of the latter's programs for Asians at Harvard as have been approved by Harvard, under conditions and in amounts specified in the Supplemental Agreement between the Institute and The President and Fellows of Harvard College dated September 16, 1957, except that:

- a. Upon assumption by Harvard of administrative responsibility for the Harvard-Yenching Library, areas considered to be in the use of the Institute, except as provided in clause c. below, shall be only areas on the first floor of the pre-1958 building south (to the right) of the entrance--that is, Rooms 119-123 and 129-136-- and Rooms B-17, B-18 and the room next adjacent to B-18, in the basement, or equivalent spaces as selected by mutual agreement.
- b. In the event Harvard moves the Harvard-Yenching Library and/or the Department of East Asian Languages and Civilizations to quarters elsewhere than at 2 Divinity Avenue, the Institute shall have the option of moving its own headquarters and programs for Asians accordingly, and of receiving equivalent space in those new quarters under the same conditions that now apply at 2 Divinity Avenue.
- c. So long as Harvard and the Institute are cooperating, as provided in paragraph 2 hereof, with respect to the Harvard-Yenching Library, the areas used for such Library shall, for purposes only of paragraphs 4(a) and 4(b) of the said Supplemental Agreement dated September 16, 1957, be considered to be in the use of the Institute.

- (4) Harvard will provide the Institute and participants in programs approved as noted above appropriate use of its general administrative, teaching and research facilities, subject only to such provisions as also apply to its own personnel.
- (5) These provisions are subject to review and modification at any time by mutual agreement, and may be terminated by either party at the beginning of any fiscal year upon 90-days notice given prior to that date. Nevertheless, both parties affirm their intent to continue the full range of cooperation and mutual support of one another's activities which they have for so long extended, with reasonable regard to their respective capabilities.

IN WITNESS WHEREOF each of the above named parties has caused this Agreement to be executed and its corporate seal to be affixed by its officer thereunto duly authorized on the day and year first above written.

HARVARD-YENCHING INSTITUTE

By Edwin D. Bissell

PRESIDENT AND FELLOWS OF HARVARD COLLEGE

By June J. ...