

Implementation Agreement to cooperate in the establishment of a Confucius Institute at Victoria University of Wellington

To enhance educational cooperation between China and New Zealand, to develop Chinese language ability in New Zealand, and to promote mutual understanding and friendship between peoples of the two countries, Victoria University of Wellington (Victoria) and Xiamen University (Xiada, the two parties), have agreed on the following for the implementation of the Agreement between the Confucius Institutes Headquarters of China (Hanban) and Victoria University of Wellington on the Establishment of a Confucius Institute at Victoria University of Wellington (the Institute, The Establishment Agreement).

I. Purposes and Forms of Cooperation

In order to train students in Chinese language and Chinese culture to help meet the requirements of New Zealand society, to take full advantage of the existing and potential resources of both parties and to promote the development of education in Chinese language and Chinese culture in New Zealand, the two parties shall cooperate in following aspects:

1. Teaching Chinese language and providing Chinese language teaching resources, and Training Chinese language instructors;
2. Providing information and consultative services concerning China's education, culture, and so forth; supporting Chinese cultural festivals and events;
3. Holding the HSK examination (Chinese Proficiency Test) and tests for the Certification of the Chinese Language Teachers;
4. Programmes and activities to promote China knowledge sharing and capability building with the NZ business community, public sector organizations, and other social sectors;
5. Programmes and activities to promote study and research on contemporary China in New Zealand;
6. Conducting language and cultural exchange activities;
7. Other activities with authorization and by appointment of the Headquarters.

II. Rights and Obligations of the Two Parties

1) Rights and Obligations of Xiada

- A. Select representatives from Xiada to be members of the Board of Advisors (the Board) of the Institute and participate in the management of the Institute to ensure the implementation of the Establishment

Agreement.

- B. Obtain the approval from the Chinese education administrative authority needed for certain cooperative projects.
- C. Select administrative and teaching staff to the Institute from Xiada according to the requirements of Hanban and the work of the Institute, and apply to Han Ban for funding to cover salaries and other relative costs of these staff.
- D. Offer support services to students sent by Victoria to study at Xiada, and organize relevant teaching activities.

2) Rights and Obligations of Victoria

- A. Select representatives from Victoria to be members of the Board of the Institute, participate in the management of the Institute and ensure the enforcement of the Establishment Agreement.
- B. Obtain approval, where required, from relevant educational authorities in the New Zealand.
- C. Provide classrooms, office rooms, basic teaching facilities and other infrastructure for the Institute.
- D. Select staff from Victoria to participate in the management of the Institute and cover their salary and other relative costs.

III. Management of The Institute

The Institute is managed by a director nominated by Victoria and a deputy director nominated by Xiada. Directors are appointed by and report to the Board. The Board consists of nine (9) members, of which, five (5) are nominated by Victoria and four (4) by Xiada. Chairman of the Board is elected by the Board.

In cooperation on the Institute, Victoria and Xiada are committed to high quality management and law-abiding operations and to the standard and quality of higher education of both China and New Zealand.

IV. Financial Arrangements

Victoria and Xiada shall bear the costs of applying for the approval of this project in their respective countries.

The two parties shall apply together to Hanban for funds as the investment of the Chinese side for the establishment and annual running costs of the Institute as stipulated in the Establishment Agreement, Article 6, 3. Victoria should also provide funds as stipulated in the Establishment Agreement, Article 6, 5.

The annual budget revenue (tuition fees and income from sponsor companies) shall be used to expand the Institute, raise teaching and research levels, and maintain the regular operation of the Institute.

The Institute shall produce a budget and a final accounting report each year. The annual budget and final accounting should be verified by the Board and approved by Han Ban and Victoria University of Wellington. Outlays of the money borne by the Chinese side should be managed according to *Method of Financial Management of Chinese Side of Confucius Institutes* issued by Confucius Institute headquarter.

V. Other matters

The Agreement shall be effective on the date when signed by the two parties and shall remain in force for a period of five (5) years. If, during the 90 days before the end of the Agreement, neither party notifies the other in writing that it wishes to terminate the Agreement, then it will automatically be extended for another five (5) years.

This Agreement is written in Chinese and in English. Each party shall keep one copy in Chinese and one copy in English of the signed Agreement. The Agreement, in both languages, shall have the same effect.

In the events of any dispute, the two parties should resolve through negotiation or submit to arbitration at the place this Agreement signed.

Other matters not settled by this Agreement shall be solved through friendly, cooperative negotiations between the two parties.

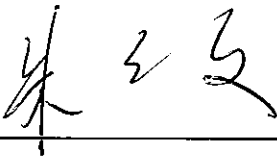
In Wellington, New Zealand

**Signed for
Xiamen University**

Chairman Zhu Zhiwen

**Signed for
Victoria University of Wellington**

Vice-Chancellor Professor Pat Walsh



Date: _____



Date: 19/6/10



中国厦门大学与新西兰惠灵顿维多利亚大学 合作建设惠灵顿维多利亚大学孔子学院执行协议

为进一步加强中国与新西兰在教育领域的合作，促进和发展新西兰社会的汉语水平，增进两国人民的相互理解和友谊，厦门大学（厦大）和维多利亚大学（维大，为本协议双方）经中国国家汉办的授权和批准，决定联合兴办惠灵顿维多利亚大学孔子学院。双方根据中国国家汉办与新西兰惠灵顿维多利亚大学签署的关于合作建设维多利亚大学孔子学院的协议达成以下共识：

一、合作的目的是与形式

充分利用双方现有与潜在的资源，合作建设孔子学院，发挥各自的优势，提高新西兰汉语及汉语文化教育水平，以促进新西兰学生汉语和中国文化水平的发展，培养新西兰社会所需的汉语人才。

双方联合开展如下业务：

1. 教授汉语和提供相关教材，培训汉语讲师；
2. 提供关于中国教育和文化等相关信息和咨询服务，并支持中国文化节等其他大型活动的举办；
3. 组织实施汉语水平考试（HSK）及相关汉语教师水平测试；
4. 与新西兰工商业界、公共部门组织和其他社会组织共同开展以推广中国文化和提高汉语能力为目的的各类项目和活动；
5. 开展各类项目，以促进关于当代中国研究工作在新西兰进一步发展；

6. 开展语言和文化交流活动;
7. 孔子学院授权和约定的其他活动。

二、各方的权利和义务

(一) 厦大的权利和义务

1. 从厦大选派代表参加维多利亚大学孔子学院理事会，参与维多利亚大学孔子学院的管理，保证本协议得以实施;
2. 根据合作项目的要求，向中国教育行政主管部门办理合作项目所必需的审批手续;
3. 负责根据中国国家汉办的要求和孔子学院工作需要从厦大选派管理人员和专职教师，并负责向中国国家汉办申请派出者的工资等费用;
4. 指导维大派到厦门大学留学的学生办理有关手续，并安排有关教学活动。

(二) 维大的权利和义务

1. 从维大选派代表参加维多利亚大学孔子学院理事会，参与维多利亚大学孔子学院的管理，保证本协议得以实施;
2. 根据合作项目的要求，向新西兰相关教育主管部门办理合作项目所必需的审批手续;
3. 提供为建设维多利亚大学孔子学院所需要的教室、办公场所、基本教学设备及其他便利条件;
4. 从维大遴选管理维多利亚大学孔子学院所需人员，并承担其工资等相关费用。

三、 管理方式

维多利亚大学孔子学院实行理事会领导下的院长负责制。由维大任命 1 名院长，厦大任命 1 名副院长，院长由理事会聘任并直接向理事会报告。理事会由双方代表 9 人共同组成，其中厦大 4 人，维大 5 人。理事会主席由理事会选举产生。

双方承诺坚持保证质量、规范管理、依法办学的方针，切实维护中新高等教育的质量标准和信誉。

四、 财务安排

本项目在各自国家办理审批手续所需要的费用，由双方各自承担。

维多利亚大学孔子学院开办所需的启动经费和每年的项目经费由双方共同向中国国家汉办申请，作为中方投入的经费，应遵照《中国孔子学院总部与新西兰惠灵顿维多利亚大学关于合作设立惠灵顿维多利亚大学孔子学院的协议》第六条，总部义务第三点；维大应按《中国孔子学院总部与新西兰惠灵顿维多利亚大学关于合作设立惠灵顿维多利亚大学孔子学院的协议》第六条，维多利亚大学义务第五点的要求，筹措所负担的经费。

每年预算收入（办班费和企业赞助费）用于扩大学院规模、提高教学科研水平和维持学院的日常运转。

学院实行年度预算和决算报告制度。年度预算和决算须经理事会审核通过后，由中国国家汉办和新西兰惠灵顿维多利亚大学审批。其中中方经费部分，须按照孔子学院总部发布的《孔子学院中方资金管理方法》进行管理。

五、 其它事宜

本协议经双方签字生效。本协议有效期为五年，如在本协议有效期截止前九十天内，双方均未以书面形式通知对方不延长本协议的有效期，则本协议有效期自动延长五年。

本协议一式两份，分别以中、英文书就。双方各持中、英文各一份，两种文本有同等效力。

双方在协议履行过程中若发生纠纷及争议，应本着友好的态度协商解决。若协商未果，应在协议签订地选择一家仲裁机构进行仲裁。

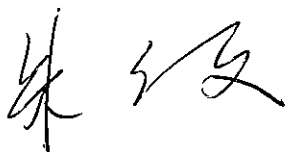
本协议未尽事宜由双方通过友好协商加以解决。

甲方：中国厦门大学
法定代表人（或授权代表）

乙方：新西兰惠灵顿维多利亚大学
法定代表人（或授权代表）

校务委员会主席：朱之文 教授

校长： Pat Walsh 教授



日期： _____

日期： 19/6/10