



中国孔子学院总部与新西兰坎特伯雷大学 关于合作设立坎特伯雷大学孔子学院的协议

为进一步加强中国与新西兰在教育领域的合作，支持并促进汉语教学的发展，增进两国人民的相互理解和友谊，根据《孔子学院章程》，中国孔子学院总部（以下简称总部）与新西兰坎特伯雷大学（以下简称外方机构名）就合作设立坎特伯雷大学孔子学院（以下简称学院）达成如下协议：

第一条 宗旨

本协议的宗旨在于规定在合作设立和经营管理学院过程中总部和坎特伯雷大学的权利和义务。

第二条 学院的性质

学院系非营利性教育机构。

第三条 执行机构

坎特伯雷大学表示愿意与华中科技大学进行合作。总部将授权并委托华中科技大学作为中方具体执行机构，与坎特伯雷大学合作建设学院。合作双方将就具体合作事宜另行签订补充协议。补充协议签署前须报总部审核。

学院须在本协议签署后的一年内启动运营。

全宗号		年度	2009
保管期限	永久	页数	14
室编件号	52	馆编件号	
机构或问题	孔子学院协议		

第四条 业务范围

根据总部章程并结合当地实际情况，学院可开展以下活动：

- 1、开展汉语教学，提供汉语教学资源。
- 2、培训汉语教师。
- 3、举办汉语考试和汉语教师资格认证考试。
- 4、提供中国教育、文化等信息咨询。
- 5、开展语言文化交流活动。
- 6、其他经总部授权或委托开展的活动。

第五条 组织、经营和管理

1、坎特伯雷大学孔子学院院长在理事会的领导下负责学院的日常运营。

2、理事会由双方推荐人选组成，将包括双方学校高级管理层代表。理事会职责是：制定和修改学院章程；制定学院发展规划；就学院的教学、研究及经营方面的战略规划提供监管；负责筹集办学经费；任免学院院长和副院长；审批学院的预算和决算；向合作双方报告学院经营状况和重大事项等。

3、学院运营情况应接受总部的定期检查。

4、学院开展活动须符合《孔子学院章程》，并应尊重中国和新西兰的文化习俗，不违背相关的法律法规。

5、学院将编制年度预算和决算，坎特伯雷大学负责其财务管理和运营，学院应通过教学和实施其他项目的收入实现自负盈亏。

第六条 双方义务

总部义务:

- 1、授权使用孔子学院名称和标识。
- 2、根据需要提供各种教材、课件和图书,授权使用网络孔子学院课程。为学院的设立首批提供 3000 册中文图书、教材和音像资料。
- 3、提供 15 万美元启动经费,并根据需要每年提供一定数额的年度项目经费。
- 4、为中方院校派遣的副院长提供国际旅费、工资和生活费。
- 5、根据办学需要选派教师若干名,并负担其国际旅费、工资和生活费等。

坎特伯雷大学义务:

- 1、为学院的教学和其他活动提供合适的办公场地、会议室、教室和设施,负责其安装、管理和维护。
- 2、为学院配备必要的行政人员(专职或兼职)。
- 3、为中方派遣人员提供必要的工作设施。
- 4、协助中方派遣人员办理入境及其在学院任期内新西兰的居留手续。
- 5、在当地中国银行或总部认可的其他银行为学院开设专门帐户。
- 6、每年提供项目经费以支持学院的活动,其总额应不低于总部提供的项目经费。

第七条 知识产权

“孔子学院”及相关标识和徽章的知识产权为总部独家拥有。本协议终止后,坎特伯雷大学不得以任何形式继续直接或间

接使用和转让。

学院开展的有知识产权的具体项目，其知识产权由提供方拥有，合作开发的项目由双方协商确定知识产权。若双方在知识产权方面产生争议，应通过友好协商解决。协商不成的，按照相关法律规定及国际惯例提交有管辖权的机构裁定。

第八条 协议的修改

经双方同意，本协议在执行过程中可以进行修改；所有的修改均以中英文两种语言书面做出，并经双方授权代表签字后生效。

第九条 协议的有效期

本协议自双方签字之日起生效。本协议有效期为五年。任何一方如无延长本协议有效期意愿，必须在有效期截止前九十天书面通知对方，否则，本协议有效期自动延长五年。

第十条 不可抗力

协议方在以下不可抗力情况下可免除履行本协议规定义务：国家发生战争，政府颁布禁令，发生其他超出协议方控制范围的使协议方不能继续履行协议规定义务的事件等。如发生此类情况，协议当事方须书面通知另一方，将项目延期或取消，并应采取及时有效的措施将协议另一方的损失降至最低。

第十一条 协议终止

有下列情况之一的，本协议将终止：

1、协议一方要求终止本协议，并且至少提前六个月书面通

知对方。

2、协议期限届满，双方无继续合作的意愿。

3、因外部环境改变，孔子学院活动无法举办或无法达到预期目的。

4、协议一方有严重损害孔子学院声誉与形象的行为。

5、因不可抗力致使该协议无法履行。

本协议的解除不影响双方正在执行的单独协议、合同或项目。本协议解除时，坎特伯雷大学应妥善安排学院学生及原计划活动。

第十二条 争议的解决

双方在协议履行过程中若发生纠纷及争议，应本着友好的精神协商解决。协商未果的，可以诉诸法律手续。

第十三条 协议语言

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

第十四条 其他事项

本协议未尽事宜由双方通过友好协商加以解决。

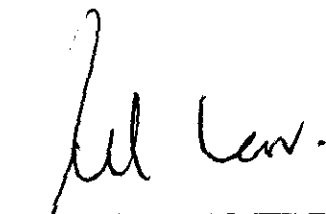
孔子学院总部
总干事



许琳

日期: 2009.10.10

坎特伯雷大学
校长



Rod Carr

日期: 2009, 10, 28



AGREEMENT BETWEEN
CONFUCIUS INSTITUTE HEADQUARTERS OF CHINA
AND
UNIVERSITY OF CANTERBURY OF NEW ZEALAND
ON THE ESTABLISHMENT OF
CONFUCIUS INSTITUTE AT UNIVERSITY OF CANTERBURY

In order to strengthen educational cooperation between China and New Zealand, support and promote the development of Chinese language education, and increase mutual understanding among people in China and in New Zealand, according to the *Constitution and By-laws of Confucius Institutes*, the Confucius Institute Headquarters of China (the Headquarters) and University of Canterbury of New Zealand (UC), for the establishment of Confucius Institute at University of Canterbury (the Institute), hereby agree as follows:

Article 1 Purpose

The purpose of this agreement is to identify the rights and responsibilities of the Headquarters and UC in the establishment and management of the Institute.

Article 2 Character

The Institute shall be a non-profit educational institution.

Article 3 Executive Institution

UC is desirous of collaborating with Huazhong University of Science and Technology. The Headquarters will authorize and appoint Huazhong University of Science and Technology to construct the Confucius Institute with UC as the Chinese executive institution. The two parties of cooperation will sign the supplementary agreement on detailed matters of the cooperation. The supplementary agreement should be audited by the Headquarters before signing.

The Institute must be launched in one year after this agreement signed.

Article 4 Scope of Activities

The Institute can serve the following activities according to the Constitution and By-laws, and local instance:

1. Teaching Chinese language and providing Chinese language teaching resources;
2. Training Chinese language instructors;
3. Holding the HSK examination (Chinese Proficiency Test) and tests for the Certification of the Chinese Language Teachers;
4. Providing information and consultative services concerning China's education, culture, and so forth;
5. Conducting language and cultural exchange activities;
6. Other activities with authorization and by appointment of the Headquarters;

Article 5 Organization

1. The Director of the Institute at UC shall be responsible for the day-to-day operations of the Institute under the leadership of the Board of Directors.
2. The Board of Directors will comprise members appointed from two parties and include representatives from the Senior Management of both universities. The duties of the Board will include: formulating and amending the Constitution of the Institute; formulating development plans for the Institute; overseeing strategic planning of the CI's teaching, research and management; fund raising; confirming the nominations and dismissing the Director and the Deputy Director of the Institute; examining and approving the budget and final financial accounts of the Institute; reporting to the two parties on the management status and significant issues.
3. The institute shall be subject to periodical review by the Headquarters of its performance.
4. The Institute's activities must be in accordance with Constitution and By-laws of Confucius Institutes, respect cultural custom, of both in New Zealand and China and shall not contravene relevant laws and regulations.
5. The Institute will draw up annual budget proposals and final financial accounts. UC shall assume responsibility for the Institute's financial management and operation. The Institute shall take sole responsibility for its profits or losses by charging fees for language courses and other programmes.

Article 6 Obligations

The obligations of the Headquarters:

1. To authorize the use of the title “Confucius Institute”, logos and institute emblems.
2. To provide teaching materials, coursewares and other books according to the need and to authorize the use of online courses. To initially provide 3,000 volumes of Chinese books, teaching materials, and audio-visual materials for the establishment of the Institute.
3. To provide US \$ 150,000 as start-up fund, and provide a set amount of annual fund (the operation fund) according to need.
4. To pay for the airfares, salaries and living costs of Deputy Director from the Chinese partner institution.
4. To send a number of Chinese instructors, based on the requirements of teaching, and pay for their air fares, salaries and living costs.

The obligations of UC:

1. To provide appropriate office place, meeting rooms, classrooms and equipment to support the teaching and other activities of the Confucius Institute; To take responsibility for the setting up, management and maintenance of these facilities.
2. To provide necessary administrative personnel (full time or part-time).
3. To provide the necessary working facilities for the Chinese instructors.
4. To assist the Chinese party with the visa applications and any related procedures to stay in New Zealand during the term of their appointment to the Institute.
5. To open the special account for the Confucius Institute in the local

Bank of China or other bank approved by the Headquarters.

6. To provide funding annually to support the CI's activities, the total value of which shall not be less than the operational fund provided by Headquarters.

Article 7 Intellectual Property

The Headquarters exclusively owns the title of "The Confucius Institute", its related logo, and emblem as its exclusive intellectual property. UC cannot continue applying or transfer the title, logo, and emblem in any form, either directly or indirectly, after this agreement has been terminated.

The provider owns intellectual property of the certain program. The two parties can consult the owner of the co-operated programs. In the events of any dispute, the two parties should consult with each other friendly or submit to the jurisdictional organ according to the related laws and regulations.

Article 8 Revision

With the consent of both parties, this Agreement may be revised during its implementation and any revisions will be made in writing, both in English and Chinese, and will take effect as signed by authorized representatives of the parties.

Article 9 Term

The Agreement shall be in effect on the date when the two parties sign below. The Agreement shall have a five-year validity. Either party, if it

wishes to terminate the Agreement must notify the other in writing during the 90 days before the end of the Agreement, otherwise it will automatically be extended for another five-years.

Article 10 Force Majeure

Parties hereto will be released from their obligations under this agreement in the event of a national emergency, war, prohibitive government regulation or any other cause beyond the control of the parties hereto that renders the performance of this agreement impossible. In the event of such circumstance, the party under the situation shall inform the other party in writing that the program may be delayed or terminated, and duly take the effective measures to mitigate the loss of the other party.

Article 11 Termination

This Agreement shall be terminated in one of the following cases:

1. Either party intends to terminate this Agreement upon giving a written notice at least six months in advance of their intention to terminate.
2. The two parties have no aspiration of cooperation at the expiration of the term.
3. Circumstances prevent the Confucius Institute from conducting its activities or the Confucius Institute is unable to meet its aims.
4. One party of the Agreement severely damages the image and reputation of the Confucius Institute.
5. The Agreement cannot go through because of force majeure.

The termination of the Agreement cannot affect some other agreement,

contract and program between the two parties.

Before the Agreement is terminated, UC should make appropriate arrangements with respect to enrolled students and other planned activities.

Article 12 Dispute Settlement

In the events of any dispute, the two parties should attempt to resolve the issue amicably. Where agreement cannot be reached, one party may wish to resort to legal recourse.

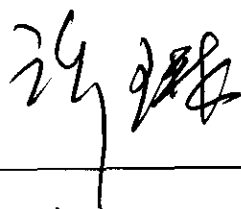
Article 13 Agreement Language

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 effectiveness.

Article 14 Other Terms

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

Confucius Institute
Headquarters (HANBAN)
Chief Executive

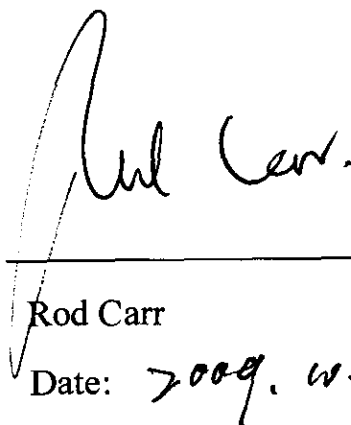


XU Lin

Date: 2009. 10. 10

University of Canterbury

Vice-Chancellor



Rod Carr

Date: 2009. 10. 28