

# 中国孔子学院总部与新西兰坎特伯雷大学 关于继续合作建设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（以下简称坎特伯雷大学）于2009年签署了坎特伯雷大学孔子学院协议，并于2014年续签协议，为期五年并已结项。现经双方协商，就继续合作建设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双方在继续合作建设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继续与华中科技大学进行合作。华中科技大学继续作为中方具体执行机构，与坎特伯雷大学合作支持学院运作。坎特伯雷大学和华中科技大学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。

在学院运行过程中，若经总部审核，华中科技大学未能履行其职责，总部可取消其承办资格，并委托其他中方执行机构。坎特伯雷大学将与该中方执行机构重新签署执行协议。本协议无需重新签署。

#### 第四条 业务范围

根据《孔子学院章程》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，开展汉语教学研究。
2. 培训汉语教师，开发汉语教材。
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. 其他经坎特伯雷大学和总部授权或委托开展的活动。

#### 第五条 组织、经营和管理

1. 学院院长和副院长在理事会的监督下负责管理学院。
2. 理事会由双方大学推荐人选组成，双方理事会成员人数相同，须有双方高层（校级）领导参加，理事会主席由坎特伯雷大学高层代表担任并对坎特伯雷大学孔子学院负责。理事会职责是：制定和修改学院章程；制定学院发展规划；决定教学、研究及运行方面的重大事项；负责筹集办学经费；

任免学院院长；审批学院的预算和决算；向合作双方报告学院运行状况和重大事项等。理事会应每年至少召开一次。若因特殊情况无法召开理事会，理事会主席可与总部协商后任免学院院长，待下次理事会召开时再正式批准。

3. 双方分别指派一名院长和一名副院长。

4. 总部认可，坎特伯雷大学及其教职员工对其管理的所有项目的课程内容和教学方式拥有最终决定权。坎特伯雷大学认可，总部对其资助的项目拥有最终决定权。

5. 坎特伯雷大学和总部认可，任何参与孔院活动的人员均需遵守活动进行所在国家的法律。为避免疑惑，此规定的定义如下：

a) 参与孔子学院活动的中国公民在新西兰应遵守新西兰和坎特伯雷大学大学的法律与政策。

b) 参与孔子学院活动的新西兰公民在中国应遵守中国的法律和政策。

6. 学院单独编制年度预算和决算，日常运行管理由学院负责，最终通过教学和实施其他项目等收入实现收支平衡。

## 第六条 双方义务

总部义务：

1. 授权坎特伯雷大学继续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。

3. 根据需要每年提供一定数额的项目经费。



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、工资等。

6. 提供孔子学院奖学金、来华夏（冬）令营、新汉学计划等总部项目支持。

坎特伯雷大学义务：

1. 为学院提供合适的办公场地和教学及其他活动的场所，配备必要的办公、教学设备并负责其安装、管理和维护。

2. 为学院配备必要的行政人员（专职或兼职），并提供相关费用。

3. 协助中方派遣人员办理入境及居留手续，提供必要的工作条件。

4. 为学院开设专门帐户，或在其财务系统内开设单独账目并独立核算。每三年向总部提交孔子学院财务审计报告。

5. 每年负担一定数额的学院支出，其金额应不低于总部提供的项目经费。

6. 接受并回应总部组织的项目评估。

## 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，其知识产权由总部拥有，坎特伯雷大学员工在任职期间开展的知识产权由大学拥有，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，应努力达成协议或者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：国家紧急状态、发生战争、自然灾害（例如地震）、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，将项目的规定义务延期或取消，并应采取及时合理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，本协议可终止：

1. 协议期限届满，双方无继续合作的意愿，按照本协议第九条可终止本协议。
2. 若因协议第十条所列情况导致本协议无法履行或者延期，任何一方皆可根据本协议第十条给对方发出通知后立即终止本协议。
3. 根据评估，学院未达到坎特伯雷大学或总部评估标准，且未按评估意见进行整改，或经整改未达到坎特伯雷大学或总部要求，任何一方有权终止本协议。
4. 任何一方均可提前至少六个月，以书面的形式通知对方要求终止本协议。

本协议终止时，双方应做好善后事宜，不得因协议终止给对方造成负面影响，包括但不限于：

1. 本协议终止时，本合作项目中的经费经双方确认经费剩余数额后返还原始资金出资方。
2. 本协议的终止不影响双方或者两个合作大学正在执行的单独协议、合同或项目。
3. 本协议终止时，坎特伯雷大学应妥善安排学院学生及相关工作。
4. 本协议终止后，执行协议将自动终止。



## 第十二条 争议的解决和法律管辖

1. 在协议履行过程中若发生纠纷及争议，双方同意尽量以真诚的方式寻求解决。若协商不成功，双方同意将争议提交双方认可的新西兰第三方机构来调解以便解决纷争。

2. 本协议受新西兰法律管辖，按照新西兰法律解读。

3. 协议双方承诺无条件地遵守新西兰法院裁决。

4. 本协议如需任何法庭解释，协议双方同意以本协议的新西兰译本为唯一适用文本。

本协议未尽事宜由双方通过友好协商加以解决。

下列签署人经各自机构授权，签署本协议，以昭信守。

本协议一式两份，每份均用中文和英文写成，两种文本同等作准。

孔子学院总部

坎特伯雷大学

副总干事

校长



马箭飞

Cheryl de la Rey

日期:

日期: 22.01.20

**RENEWAL OF AGREEMENT BETWEEN**  
**CONFUCIUS INSTITUTE HEADQUARTERS OF CHINA**  
**AND**  
**THE UNIVERSITY OF CANTERBURY IN NEW ZEALAND**  
**ON CO-DEVELOPMENT 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 the University of Canterbury in New Zealand signed the Establishment of Confucius Institute at the University of Canterbury in 2009 and extended the agreement for a further five years in 2014. After collegial consultation, both parties agree to renew the agreement on the Confucius Institute at the University of Canterbury (the Institute), as follows:

Article 1 Purpose

The purpose of this agreement is to identify the rights and responsibilities of the Headquarters and the University of Canterbury in the development and management of the Institute.



## Article 2 Character

The Institute shall be a non-profit educational institution.

## Article 3 Executive Institution

The University of Canterbury is willing to continue cooperation with Huazhong University of Science and Technology (HUST). The Huazhong University of Science and Technology will continue to support and maintain the Confucius Institute with the University of Canterbury as the Chinese executive institution. The University of Canterbury and Huazhong University of Science and Technology will sign the supplementary agreement on the details of cooperation. The supplementary agreement will be audited by the Headquarters before signing.

During the operation of the Confucius Institute, if Huazhong University of Science and Technology is confirmed by the Headquarters to have failed to perform its responsibilities, the Headquarters may disqualify Huazhong University of Science and Technology and appoint another Chinese institution to be the Chinese executive institution, and sign a new implementation agreement with the University of Canterbury. This Agreement will not need to be signed anew.

## Article 4 Scope of Activities

The Institute may carry out the following activities according to the *Constitution and By-laws of Confucius Institutes*, as well as local circumstances:

1. Teaching Chinese language, providing Chinese language teaching

- resources and carrying out research on Chinese language teaching;
2. Training Chinese language instructors and developing Chinese language teaching materials;
  3. Organizing 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 from and by appointment of the University of Canterbury and of the Headquarters.

#### Article 5 Organization, Operation and Management

1. The Institute at University of Canterbury will be managed by a Director and a Deputy Director under the oversight of the Board of Directors.
2. The Board of Directors consists of an equal number of members nominated from the two partner universities, including senior-level (university-level) leaders. The Chair of the Board will be the senior representative from UC with responsibility for the Confucius Institute at the University of Canterbury. Its duties include: formulating and amending the Constitution of the Institute; formulating development plans for the Institute; decision-making on significant issues including teaching, research and operation; fund raising; appointing and dismissing the Director of the Institute; examining and approving the budget proposal and final financial accounts of the Institute; reporting to the two parties on the operation status and significant issues. The Board meeting should be held

at least once a year. Under special circumstances when the Board meeting cannot be held, the Chair of the Board will appoint or dismiss the Director after consulting with the Headquarters, subject to ratification at the next Board meeting.

3. Two collaborating parties appoint a Director and a Deputy Director respectively.

4. The Headquarters acknowledges that University of Canterbury and its faculty ultimately have the right to determine the content of the curriculum and the manner of instruction for all programs administered by University of Canterbury. University of Canterbury acknowledges that the Headquarters ultimately has the right to determine the programs to which it provides funding.

5. The University of Canterbury and the Headquarters acknowledge that any person who is involved in activities of the Institute will be subject to the laws of the country that they are in at the time they are involved in those activities. For the avoidance of doubt, this means that:

a) Chinese citizens involved in activities of the Institute in New Zealand shall be subject to the laws and policies of University of Canterbury and New Zealand while they are in New Zealand; and

b) New Zealand citizens involved in activities of the Institute in China shall be subject to the laws and policies of China while they are in China.

6. The Institute draws up annual budget proposals and final financial accounts independently. The Institute will be in charge of its daily operation and management. It should assume responsibility to maintain a balance between income and expenditure, including by charging language



course fees and for other programs.

## 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, course-wares and other books according to need, to authorize the use of online courses.
3. To provide a set amount of annual fund according to need.
4. To pay for the airfares, salaries and living costs of Deputy Director from the Chinese partner institution.
5. To send Chinese instructors or volunteer teachers based on the requirements of teaching, and pay for their air fares and salaries.
6. To provide support of Headquarters’ programs, include the Confucius Institute Scholarship, Summer or Winter Camp in China, and Confucius China Studies Program, etc.

The obligations of University of Canterbury:

1. To provide appropriate office place and sites for teaching and other activities of the Confucius Institute; to provide office and teaching facilities, and be responsible for their installation, management and maintenance.
2. To provide necessary administrative personnel (full-time or part-time) and provide the related payment.

3. To assist the Chinese party on visa application and residence procedures, and provide necessary working facilities.
4. To open a special account for the Confucius Institute or set up a separate account for independent monitoring in the Institution's financial system. To submit financial audit report of Confucius Institute to Headquarters every three years.
5. To contribute to the CIUC expenses at an amount equivalent to the amount provided by the Headquarters.
6. To receive and respond to project assessment by the 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. The University of Canterbury cannot continue applying or transfer the title, logo, and emblem in any form, either directly or indirectly, after this Agreement has been terminated.

The Headquarters owns the intellectual property of the concrete program implemented by the Institute. The University claims ownership of the intellectual property created by any of its staff during the course of their employment or arising out of performance of a duty relating to their employment. And the two parties can consult on the IP ownership in collaborative programs. In the event of dispute, the two parties should attempt to reach agreement or submit to the relevant jurisdictional process.

#### Article 8 Revision

With the consent of both parties, this Agreement may be revised during its implementation and all 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 of both parties signing. The Agreement shall have a period of 5-year validity. If either party wishes to terminate the Agreement, it must notify the other in writing 90 days before the end of the Agreement, otherwise it will automatically be extended for another 5 years.

#### Article 10 Force Majeure

Parties will be released from their obligations under this Agreement in the event of a national emergency, war, natural disaster (e.g. earthquakes), prohibitive government regulation or any other cause beyond the control of the parties that renders the performance of those obligations impossible. In the event of such a circumstance, the party under the situation shall inform the other party in writing that those obligations and/or the program may be delayed or terminated, and duly take commercially reasonable measures to mitigate the loss of the other party.

#### Article 11 Termination

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



1. This Agreement can be terminated according to Article 9, if the two parties have no intention to continue their cooperation on the expiration of the Term.

2. Either party may immediately terminate this Agreement under Article 10 by providing written notice to the other party, if any of the circumstances described in Article 10 occur.

3. Either party has the right to terminate this Agreement by the notice to the other party, if according to assessment, the Institute has not reached the standard and made no remediation or failed to reach the University's or Headquarters' requirement after remediation.

4. Either party may terminate this Agreement by giving the other party six-months written notice.

When this Agreement terminates, the two parties should both adopt measures, with the aim of avoiding negative impact on either party. The measures include, but are not limited to:

1. Upon termination, the remaining funds of the collaborative program will be returned to the contributors after the confirmation of both parties on the amount.

2. The termination of this Agreement shall not affect other separate agreements, contracts or programs between the two parties, or partner universities.

3. Upon termination, the University of Canterbury should make proper arrangements for the enrolled students and other matters.

4. After termination, the implementation agreement will be terminated

automatically.

## Article 12 Dispute Settlement and Government Law

1. In the events of any dispute, the two parties agree to attempt to engage in a good faith to find a solution. In the event such an attempt appears unsuccessful, the parties agree to submit the dispute to a third party based in New Zealand trusted by the both parties to mediate the dispute with a view to resolving it.

2. This Agreement is to be governed by and construed in accordance with the laws of New Zealand.

3. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the Courts of New Zealand.

4. In the event that this Agreement needs to be interpreted in any Court of law, the parties agree that the New Zealand translation of this Agreement will be the only version of this Agreement used for such purpose.

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

The undersigned hereby are duly authorized by each institution to execute this Agreement.

This Agreement is written in Chinese and 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.

Confucius Institute

University of Canterbury

Headquarters

Vice-Chancellor

Deputy Chief Executive



Jianfei Ma

Cheryl de la Rey

Date:

Date: 22.01.20



