



**RENEWAL OF AGREEMENT BETWEEN
CONFUCIUS INSTITUTE HEADQUARTERS OF CHINA
AND
UNIVERSITY OF AUCKLAND
ON CO-DEVELOPMENT OF
CONFUCIUS INSTITUTE IN AUCKLAND, NEW ZEALAND**

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 Auckland (“the University”) signed an Agreement on 19 December 2014. Upon the end of five-year term, and after collegial consultation, both parties agree to renew the agreement on the Confucius Institute in Auckland at the University of Auckland (“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 in the development and management of the Institute.

Article 2 Character

The Institute shall be a non-profit educational institution.

Article 3 Executive Institution

1. The University is willing to continue cooperation with Fudan University (“Fudan”). Fudan, as the Chinese executive institution, will continue developing the Institute with the University. The University and Fudan may sign a supplementary agreement on the details of cooperation. The supplementary agreement should be reviewed by the Headquarters before signing.

2. During the operation of the Institute, if Fudan is confirmed by the Headquarters to have failed to perform its responsibilities, the Headquarters can disqualify Fudan and, in consultation with the University, appoint another Chinese institution to be the Chinese executive institution and sign a new implementation agreement with the University.

Article 4 Scope of Activities

The Institute can 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 and culture;
5. Conducting language and cultural exchange activities;
6. Other activities with authorization and by appointment of the Headquarters, and as agreed by the parties.

Article 5 Organization, Operation and Management

1. The Institute at the University shall adopt a Director Responsibility System under the leadership of the Advisory Board, with a Director reporting to the Advisory Board;
2. The Advisory Board consists of members nominated by the Chinese executive institution and the University and must include senior-level (university-level) leaders from both parties. Its duties include: formulating development plans for the Institute; decision-making on significant issues including teaching, research and operational; fund raising; advising on the appointment of the Director of the Institute; examining and approving the budget proposal and final financial accounts of the Institute and reporting to the parties on the operation status and significant issues. The Advisory Board meeting should be held at least once a year;
3. Unless the parties agree otherwise the Advisory Board will comprise an equal number of nominees from the University and the Chinese executive institution. The University will provide the Chair. Minutes of its meeting shall be kept in writing, which will be made available to the University and the Chinese executive institution. A quorum shall consist of not less than one half of the number of members then appointed, provided always that one member of the Board from each of the University and the Chinese executive institution is present. All questions before the Board shall be

decided by consensus;

4. Chinese citizens involved in activities of the Institute shall be subject to the laws of New Zealand and the policies of the University. New Zealand citizens involved in activities of the Institute in China shall be subject to the laws of China and the policies of the Chinese executive institution;

5. The Institute will draw up its own annual budget proposals and final financial accounts. The University will be in charge of the Institute's daily operation and management. The Institute will assume the sole responsibility for its financial viability by charging appropriate fees for language courses.

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.

3. To provide a set amount of annual funding according to the Institute's needs, as agreed by the Headquarters and the University.

4. To provide and fund a full-time Deputy Director. The Deputy Director will be a visiting faculty member from the Chinese executive institution and have academic credentials which meet the standards and requirements of the University. The Deputy Director shall become an honorary staff member of the University and report to the Director on any matters relating to the Institute and its activities.

5. To send Chinese instructors or volunteer teachers based on the requirements of teaching and pay for their airfare and salaries.

6. To provide support for Headquarters' programs, including the Confucius Institute Scholarship, Summer or Winter Camp in China, and Confucius China Studies Program.

The obligations of the University:

1. To provide a fixed office place and appropriate sites for teaching and other activities of the Institute;
2. To provide office and teaching facilities, and be responsible for their installation, management and maintenance;
3. To provide necessary administrative personnel and teaching staff (full time or part-time) and provide the related payment;
4. To assist Chinese staff with visa applications, and provide necessary working facilities and life conveniences;
5. To open a special account for the Institute or set up a separate account for independent accounting within the University's financial system;
6. To submit a financial report relating to the Institute to Headquarters annually;
7. To provide a set amount of annual funding, according to the Institute's needs;
8. To undertake regular evaluations of projects and review findings with Headquarters.

Article 7 Intellectual Property

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

been terminated.

2. The intellectual property in a program developed by a party rests with that party. The parties can consult on the IP ownership in collaborative programs. In the event of any dispute, the parties should consult with each other in friendly cooperative negotiations in an endeavour to resolve the dispute.

Article 8 Revision

With the consent of both parties, this Agreement may be revised during its implementation. Any revisions must be 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 for a period of five years from the date it is signed by both parties. The parties agree to review the Agreement no later than three years following the date on which it is signed. Subject to a satisfactory review, the parties may agree to renew the Agreement for such period as they see fit.

Article 10 Force Majeure

The parties 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 that renders the performance of this Agreement impossible. In the event of such a circumstance, the party experiencing this situation shall inform the other party in writing that the program may be delayed or terminated, and duly

take effective measures to mitigate the loss of the other party.

Article 11 Termination

This Agreement shall terminate in any one of the following cases:

1. Except as otherwise provided in this Agreement, by either party giving no less than 6 months' notice in writing; or
2. If the act of one party to the Agreement severely harms the image and reputation of the other; or
3. The Agreement cannot proceed because of a force majeure.

The termination of this Agreement shall not affect any other agreement, contract or arrangement between the parties. Before the Agreement is terminated, the University should make appropriate arrangements for programmes, projects and all other matters.

Article 12 Dispute Resolution

In the event of any dispute arising out of or relating to this Agreement, such dispute shall be referred to the Deputy Chief Executive of Headquarters and the Vice-Chancellor of the University for resolution.

Article 13 Other Terms

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

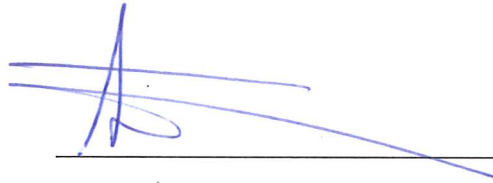
The undersigned hereby are duly authorized by each party to execute this Agreement.

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
Headquarters of China
Deputy Chief Executive

University of Auckland
Vice-Chancellor
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Ma Jianfei

Stuart McCutcheon

Date:

Date: 12.11.2019