

## MEMORANDUM OF UNDERSTANDING

The University of Auckland, New Zealand (University) and The National Office for Teaching Chinese as a Foreign Language, People's Republic of China (Hanban) (together "The Parties"), hereby propose to work collaboratively towards the establishment of The Confucius Institute in Auckland.

### 1. Objectives

The objective of this Memorandum is to establish the Confucius Institute in Auckland which is to:

- (a) Promote Chinese language teaching in New Zealand schools;
- (b) Support teachers of Chinese language and Chinese teachers in New Zealand schools through training programmes and teaching methods appropriate to the New Zealand context;
- (c) Contribute to Chinese cultural awareness and activities which educate the New Zealand public in relation to China, its culture and its language;
- (d) Support the existing teaching of Chinese at New Zealand universities;
- (e) Promote educational and cultural communication and interchange at all levels of New Zealand society with Chinese institutions;
- (f) Foster the provision of non-degree Chinese language courses
- (g) Encourage key stakeholders in New Zealand and China to support the programmes of the Institute

### 2. Implementation

Under the terms of this Memorandum the University shall establish a unit to be known as "Confucius Institute in Auckland", and the University shall be the legal owner and operator of this unit. The Director of the "Confucius Institute in Auckland" shall be an employee of the University (as shall all staff of the "Confucius Institute in Auckland" except the Deputy Director). The Deputy Director shall be a visiting faculty member from the partner university in the People's Republic of China and shall be invited by The University of Auckland to perform educational services necessary to the mission of the "Confucius Institute in Auckland" and the University. Individuals recommended by Hanban for this position will 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 shall report to the Director of the "Confucius Institute in Auckland" on any matters relating to the Confucius Institute and its activities. The Parties agree on an annual basis (or as appropriate for project funding) to contribute to the "Confucius Institute in Auckland" those inputs that are set out in the Contributions Schedule under Clause 4 of this agreement.

### **3. Management, Governance and Reporting**

An Advisory Board, comprising an equal number of nominees of each Party and limited to six in number, shall be established to advise the Director and assist the "Confucius Institute in Auckland" in achieving its objectives. Meetings of the Board shall be held from time to time but not less than twice a year. Minutes of the meetings shall be kept in writing, which will be made available to each of the Parties shortly following the meetings. 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 Party is present. All questions before the Board shall be decided by consensus. The Board shall provide at least annually, and more often if required by agreement between the Parties, an updated report to the Parties on the activities and achievements of the institute against its objectives

### **4. Contributions Schedule**

The University of Auckland will contribute, as part of its recurrent operational funding for hosting the "Confucius Institute in Auckland", for five years:

- Brand association with The University of Auckland, New Zealand's leading university
- The equivalent of US\$110,000 *per annum*, which is to provide
  - An academic/administrative leader as Director (0.5 FTE)
  - Suitable space on or near to one of its campuses for the "Confucius Institute in Auckland "
  - Secretarial and administrative support
  - Management services for the operation of the "Confucius Institute in Auckland"
  - Public Relations services for the promotion of the "Confucius Institute in Auckland"

Hanban will contribute for five years:

- Confucius Institute branding and signage
- Special one-off funding for launching the "Confucius Institute in Auckland" to the extent of US\$100,000
- Programme and operational funding of US\$110,000 per year conditional upon project needs and subject to annual agreement on operational plans, including actual development and programme size of the Confucius Institute, for each year after the first year.
- Funding for a full-time Deputy Director and any other staff members sent by Hanban
- 3000 copies (volumes) of Chinese books and audio-visual teaching materials to establish the library at the Confucius Institute
- Teaching programmes and course materials for universities (if required) and schools
- Audio-visual equipment and computers to support teaching programmes
- Satellite reception equipment if needed
- Special project funding as recommended by the Board from time to time

**5. Term of the Memorandum**

This Memorandum shall be for a period of five years from the date it is executed by both Parties. The Parties agree to review this Memorandum within three years following the date of execution. Subject to a satisfactory review, the term of the Memorandum may be extended for a subsequent term of five years.

**6. Termination**

Either Party may terminate this Memorandum by giving not less than six months' notice to the other Party. On any termination of this Memorandum the Board will recommend to the Parties an appropriate process and mechanism to manage the sharing or disposal of the respective Parties' interests in "Confucius Institute in Auckland", in the best overall interests of the Parties.

**7. Dispute Resolution**

In the event of any dispute between the Parties arising out of or relating to this Memorandum such dispute shall be referred to the Deputy Director-General of Hanban and the Vice-Chancellor of the University for resolution.

**8. Amendments**

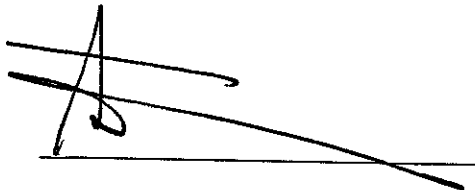
The Parties may by mutual written agreement vary this Memorandum of Understanding.

**9. Supplementary Articles**

This Memorandum of Understanding is written and executed in English and in Chinese, and each text shall have equal validity.

On behalf of

The University of Auckland

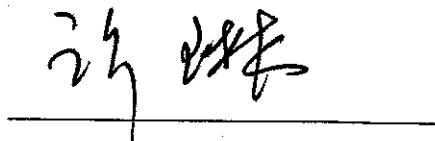


Professor Stuart N McCutcheon  
Vice-Chancellor

Date: 26.01.2006

On behalf of

National Office for Teaching Chinese  
as a Foreign Language



Xu Lin  
Director-General

Date: