



IMPLEMENTATION AGREEMENT
BETWEEN
The UNIVERSITY OF AUCKLAND
AND
FUDAN UNIVERSITY
FOR THE DEVELOPMENT OF THE CONFUCIUS INSTITUTE
AT THE UNIVERSITY AUCKLAND

The University of Auckland, New Zealand ("Auckland") and Fudan University ("Fudan"), Shanghai, People's Republic of China, (together "the Parties"), signed a Memorandum of Understanding on 12/05/06 to work collaboratively towards the establishment and continuing operation of The Confucius Institute in Auckland ("the CI"). Upon the end of its initial term, and after collegial consultation, both parties agree to enter into an agreement, as follows:

1. Implementation

Under the terms of its Memorandum of Agreement with Hanban, Auckland has oversight and responsibility for the operations of the CI. The CI is a non-profit educational unit within the University of Auckland. The Director of the CI shall be an employee of Auckland (as shall all locally employed staff of the CI). The Deputy Vice-Chancellor (Strategic Engagement) chairs the Confucius Institute Advisory Board which provides advice on strategic directions for the CI.

2. The Role of Deputy Director

The Deputy Director shall be a visiting faculty member from Fudan and shall be invited by Auckland to provide educational and administrative services consistent with the mission and responsibilities of the CI. Individuals recommended by Fudan for this position will have academic credentials which meet the standards and requirements of Auckland. The Deputy Director shall be appointed in the first instance as an honorary staff member of Auckland for a term of two years during which time the Deputy Director's performance shall be reviewed in accordance with Auckland's usual annual performance review requirements. With the agreement of the Parties, the appointment may then be extended for an additional two years on the same basis. The Deputy Director shall report to the Director of CI on all matters relating to the CI and its activities. The Deputy Director shall meet all the usual Auckland reporting requirements for staff and shall comply with all relevant Auckland policies and procedures.

3. Management, Governance and Reporting

The Parties agree to operating their relationship in accordance with the management, governance and reporting arrangements set out in the Memorandum of Agreement between Auckland and Hanban. The Deputy Director, as a representative of Fudan and Hanban, may at any time also report on activities of the CI to Fudan, either on his or her own initiative or at the direction of Fudan.

4. Educational Programme of the Confucius Institute

The Parties will work together on the development of the programmes of the CI which should meet the objectives set out in the Memorandum of Agreement between the Auckland and Hanban and will involve activities in both New Zealand and in China.

5. Term of the Letter of Agreement

This Letter of Agreement shall be for a period of five years from the date it is executed by both Parties. The Parties agree to review this Letter of Agreement, commencing the review in the third year following the date of execution. Subject to a satisfactory review, the term of the Letter of Agreement may be extended for a subsequent term of five years or such shorter period as the Parties decide.

6. Termination

In the event that either Party determines that the objectives of the CI are not being met, that Party may terminate this Agreement by giving not less than six months' notice in writing to the other Party.

7. Dispute Resolution

In the event of any dispute between the Parties arising out of or relating to this Letter of Agreement, the matters relating to the dispute shall be referred, in the first instance, to the Advisory Board detailed in the Memorandum of Academic Cooperation between Fudan and Auckland. In the event that the Advisory Board is unable to agree on a course of action to resolve the dispute, it shall refer the matter to the President and Vice-Chancellor of the respective Parties who shall determine the matter.

8. Amendments

The Parties may by agreement in writing vary this Letter of Agreement. No amendment shall come into effect until it has been signed by both parties.

On behalf of

Fudan University

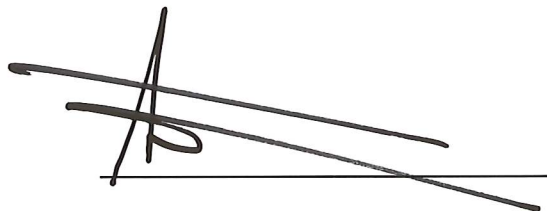


Professor Xu Ningsheng
President

Date: 19/5/2017

On behalf of

The University of Auckland



Professor Stuart N. McCutcheon
Vice-Chancellor

Date: 19.05.2017