

Confucius Institute Cooperation and Implementation Agreement
between
The University of Aberdeen and Wuhan University

In order to develop inter-institutional academic and cultural exchanges of Chinese language and culture, and to promote Chinese language in the United Kingdom, the University of Aberdeen (AU) in Aberdeen, Scotland and Wuhan University (WHU) in Wuhan, China, enter into this Cooperation and Implementation Agreement (Agreement) to form and operate a joint Confucius Institute (CI) collaboration.

WHEREAS the University of Aberdeen has previously entered into an agreement dated 31st October 2012 with the Office of Chinese Language Council International (Hanban) in Beijing, China, whereby the Hanban authorizes and agrees to support the establishment and operation of the CI at the University of Aberdeen (Establishing Agreement); and

WHEREAS the Establishing Agreement provides that the University of Aberdeen and WHU shall collaborate on the creation and direction of the CI;

NOW THEREFORE, in consideration of the mutual agreements contained herein, the parties hereto agree as follows:

1. Organization

1.1 With the support of the Hanban, the University of Aberdeen and WHU agree to cooperatively form and operate a joint Confucius Institute at the University of Aberdeen in compliance with the laws and regulations of the United Kingdom and the People's Republic of China, respectively.

1.2 Each institution shall view the other as sole collaborator for the CI collaboration.

1.3 Each of the parties shall designate at least one institutional director for the CI, and shall provide the names, current titles and contact information for the designated individual(s) to the other party and to the Hanban. Institutional directors shall be faculty

members of their respective institutions. The institutional director(s) at the University of Aberdeen act as the executive for the CI. The institutional director(s) at the University of Aberdeen will be compensated for their services to the CI solely through their AU salaries; the WHU institutional directors shall be compensated for their services to the CI solely through WHU. The institutional directors of the University of Aberdeen and WHU shall confer and communicate regularly and as required on material issues related to the operation, direction and future planning for the CI. Each institutional director shall make reports to the Board of Advisors for the CI, a body comprising four members appointed by AU and three appointed by WHU, with responsibility for advising upon the operation of the CI. Such reports shall be made on a schedule to be agreed upon by the parties and Hanban.

1.4 Each institution shall create a working group, chosen from faculty members or administrators within their own institutions, to oversee the direction and growth of the CI. The working group shall meet regularly, and report to the respective institutional director(s). The board of the CI consists of the following members of the working group of each institution.

If to the University of Aberdeen:

Vice Principal as designated by the Principal

University Secretary and Director of Operations

Head of the College of Arts and Social Sciences

One professor from the School of Language and Literature as designated by the Principal

If to Wuhan University:

Vice President as designated by the President

Director of the International Office

One Professor from the School of Foreign Languages and Literature as designated by the President

2. Obligations of the Parties

2.1. Obligations of the University of Aberdeen. AU shall be responsible for the day-to-day operations of the CI, to include the provision and management of facilities and services as determined by AU to be required for the activities contemplated under the Establishing Agreement, to include the provision of teaching and office space for CI personnel.

2.2 Office facilities

in 17 High Street (total internal 117 m ²) and regular AU classroom pool and offices space in the School of Language and Literature	£20,000
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2.3 Personnel*

Director at 50% of employment contract.	
Release from duties - monetary equivalent:	£38,000.
Intern leading to Manager (full time):	£32,000,
Secretariat: One full time equivalent	£25,000.

* including employer's contributions to social security funds as required by UK law

2.4 Library, IT other support costs	£10,000
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Total:	<u>£125,000</u>
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The above contributions will be provided annually by the University of Aberdeen.

The budget and allocation of the annual Confucius Institute operational budget will be subject to the approval of the board

2.5 Obligations of WHU. WHU shall be responsible for identifying and helping to prepare competent instructors of Chinese for the CI, and, in conjunction with Hanban, for making arrangements for their travel to and residence in the United Kingdom for the academic year. AU shall assist WHU in this process as appropriate, particularly in matters related to obtaining necessary immigration approvals. The parties acknowledge that, as set forth in the Establishing Agreement, the Hanban is responsible for payment of all visa and immigration-related fees for the instructors.

2.6 All WHU staff working in the Confucius Institute at the AU will remain on WHU's terms and conditions. The AU will ensure that monitoring duties are undertaken in line with UKBA Regulations and will ensure that working arrangements comply with UK legislation.

2.7 Obligations of both Parties. Both AU and WHU further agree to collaboratively make reasonable efforts to obtain funding to pursue the continuing operation of the CI, through public and private sources in China and the United Kingdom. A proposal shall be submitted to Hanban by Aberdeen and WHU on an annual basis which will include the operational costs for the following academic year.

3. Term and Termination

This Agreement becomes effective upon its execution by both parties and shall remain in effect for three (3) years from said date of execution, at which time it may be renewed for an additional three year term, under the same terms and conditions, if the parties agree in writing to such renewal. Either party may terminate this Agreement without cause upon giving written notice to the other party at least six months in advance of their intention to terminate. The termination of this Agreement shall not affect any other agreement, contract or program between the two parties. Termination may also be had for a material breach of the terms of this Agreement, in which case, the terminating party shall give notice of the termination to the non-terminating party. The non-terminating party, prior to termination, may be given a reasonable opportunity to cure the breach which shall not exceed sixty days.

4. Notice

Any notice to either party under this Agreement must be made in writing signed by the party giving it and shall be served either personally or, in the United Kingdom by Registered or Certified Mail or by overnight or expedited delivery, or in China by Chinese regular mail or by overnight or expedited delivery, addressed as follow:

If to the University of Aberdeen:-

The University Secretary
University Office
King's College
Regent Walk,
Aberdeen AB24 3FX

If to Wuhan University:

Mr. Cheng Xuemeng
Director of the International Office

Wuhan University
Luo-jia-shan
Wuhan, PR China 430072

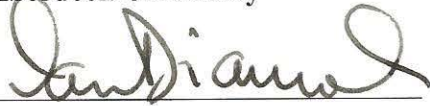
5. Agreement Language

This Agreement is written in English and in Chinese. Each party shall keep one copy of the signed agreement in English and one copy in Chinese. The Agreement, in both languages, shall have the same effect.

6. Modification/Amendment

Any change in any term or condition of this Agreement shall be effective only if in writing and signed by authorized representatives of both parties. The Agreement may not be assigned absent written and signed consent of the non-assigning Party.

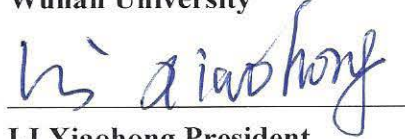
Aberdeen University



Professor Sir Ian Diamond, Vice Chancellor

Date:

Wuhan University



LI Xiaohong President

Date:

关于武汉大学与阿伯丁大学共建孔子学院的执行协议

为进一步加强中英两国在汉语言文学及文化领域的学术交流，并促进汉语教学在英国的发展，中国武汉大学与苏格兰阿伯丁大学决定共建孔子学院，并达成如下执行协议：

鉴于中国国家汉语国际推广领导小组办公室（汉办）已与阿伯丁大学于 2012 年 10 月 31 日在中国北京达成协议，汉办授权并支持阿伯丁大学建立孔子学院。依据孔院建设协议，阿伯丁大学与武汉大学将共建孔子学院，双方一致同意签署如下协议：

1. 编制

1.1 在汉办支持下，阿伯丁大学和武汉大学同意遵守中华人民共和国和大不列颠及北爱尔兰联合王国的相关法律和管理规定，共同建立并管理阿伯丁大学孔子学院。

1.2 双方应视对方为该孔子学院的唯一合作伙伴。

1.3 双方须从各自大学中任命至少一名院长。双方须将各自任命的院长姓名、职称以及联络方式提供给对方和汉办。双方任命的院长须为各自学校的教职员工。阿伯丁大学任命的院长为孔子学院的总执行人，其为孔子学院工作的酬劳由阿伯丁大学提供。武汉大学任命的孔子学院院长院长酬劳将由武汉大学提供。双方院长应就孔子学院的管理运作及未来发展定期交流协商，并向孔子学院理事会报告进展。孔子学院理事会成员由阿伯丁大学和武汉大学联合任命，理事会成员来自双方高校，包

括阿伯丁大学任命的四名理事成员及武汉大学任命的三名理事成员。理事会负责为孔子学院的运作管理提供参考意见。此类报告，征得阿伯丁大学、武汉大学及汉办三方的同意之后，列入理事会日程。

1.4 双方各自应建立一个工作组。工作组成员由各自高校的教学人员或行政人员组成，共同管理监督孔子学院的工作及发展。工作组须定期开会，并分别向各自院长汇报工作。孔子学院理事会由以下工作人员构成：

阿伯丁大学工作组：

副校长，由校长任命

总书记/ 事务部主任

人文社科院院长

一名语言文学学院教授，由校长任命

武汉大学工作组：

副校长，由校长任命

国际交流部部长

一名外国语言文学学院的教授（由校长任命）

2. 双方职责

2.1 阿伯丁大学职责：阿伯丁大学负责孔子学院的日常工作。根据建设协议，阿伯丁大学提供相应的办公设施及管理服务工作，并为孔子学院教职员工提供教学及办公地点。

2.2 办公设施

地点：High Street 17 号（内部面积：117 平方米）

阿伯丁大学常规教室	
语言文学学院办公室	20000 镑

2.3 人事预算

院长的 50%薪酬（依据聘用合同）	
以工作职责为参照	38000 镑
实习生/经理的薪水（全职）	32000 镑
行政秘书（一名全职）	25000 镑
（包含员工按照英国法律所需缴纳的社保费用）	

2.4 图书馆, IT 及其他辅助设施费用	10000 镑
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总计：125000 镑

以上费用是每年的年度费用，由阿伯丁大学负责承担。孔子学院年度运营费用的预算和支配需由孔子学院理事会审核批准。

2.5 武汉大学职责：武汉大学应挑选合格的孔子学院教员，并与汉办共同安排教员们在该学年内赴英的行程和住宿。阿伯丁大学应协助武汉大学顺利实施以上安排，特别是涉及到申请必要的签证审批相关事宜。双方一致认可建设协议中关于国家汉办负责支付所有教员的签证及移民相关费用的规定。

2.6 孔子学院中武汉大学的所有教职工依旧遵守武汉大学的条例规定。阿伯丁大学将和英国边境署共同督导，保证其工作安排符合英国法律规定。

2.7 双方职责：阿伯丁大学和武汉大学同意一起合作，努力找寻中英两国官方及民间的各类资助以支持孔子学院的运营。每年，双方均须向汉办提交下一年度的运营费用预算。

3. 协议的期限和终止

本协议自双方执行之日起生效，有效期三年；若双方书面同意继续实施相同条款及准则，本协议可延期三年。双方均可终止本协议。任一方若无特殊原因终止该协议，则须至少提前六个月以书面形式通知对方。本协议的终止将不影响双方之间的所有其他协议，合同或项目。若一方存在严重违约行为，本协议将被终止。在该情况下，提出终止协议方应告知另一方；协议终止前，非终止方拥有补救机会，但补救期不得超过 60 天。

4. 被告知权

本协议中双方的任何通告，须在本方签署之后以书面形式通过各人、挂号邮件、加急邮件或快递等方式送达对方。若在中国，则须通过平邮、隔夜快递或加急配送的方式递送。

地址如下：

阿伯丁大学地址：

The University Secretary

University Office

King's College

Regent Walk

Old Aberdeen AB24 3FX

武汉大学地址：

邮编：430072

中国武汉珞珈山武汉大学

国际交流部部长程雪猛


5. 本协议的使用语言

本协议以中文和英文撰写，具同等执行效力。双方中英文协议各持一份。

6. 协议修订

本协议中的条款若须修改，必须经双方各自授权的代表签署之后，才具有实行效力。任一方缺席时，对方不得修订本协议。

武汉大学



校长：李晓红

日期：

阿伯丁大学



校长：Sir Ian Diamond

日期：