



IMPLEMENTATION AGREEMENT BETWEEN  
HERIOT-WATT UNIVERSITY AND TIANJIN UNIVERSITY OF FINANCE AND ECONOMICS FOR  
ESTABLISHING THE SCOTTISH CONFUCIUS INSTITUTE FOR BUSINESS AND COMMUNICATION AT  
HERIOT-WATT UNIVERSITY

赫瑞·瓦特大学和天津财经大学

共建苏格兰商务与交流孔子学院

执行协议

## INTRODUCTION

### 简介

In order to develop inter-institutional academic exchanges of Chinese language and culture, and to promote Chinese language in the United Kingdom, Heriot-Watt University (HWU), in Edinburgh, Scotland and Tianjin University of Finance and Economics (TUFE) in Tianjin, China, enter into this Implementation Agreement (Agreement) to form and operate a joint Scottish Confucius Institute for Business and Communication (SCIBC). 为进一步加强两校在汉语言及文化领域的学术交流，促进汉语教学在英国的发展，苏格兰赫瑞·瓦特大学和中国天津财经大学决定共建苏格兰商务与交流孔子学院，并达成如下执行协议：

## PARTIES TO THE AGREEMENT

### 协议双方

(1) Heriot-Watt University, a Scottish charity registered under number SC000278, whose registered office is at Riccarton, Edinburgh, EH14 4AS, UK

赫瑞·瓦特大学—苏格兰慈善机构。慈善组织注册号为 SC000278。地址:英国爱丁堡里卡顿, 邮编: EH14 4AS

And  
与

(2) Tianjin university of Finance and Economics, a public university registered at Tianjin Bureau of Quality and Technology Supervision, with the institutional code 40135903-0, whose registered address is 25 Zhujiang Road, Hexi District, Tianjin, China 300222

天津财经大学—公立大学。天津市质量与技术监督局颁发的组织机构代码为 40135903-0, 注册地址:天津市河西区珠江道 25 号, 邮编 300222。

## RECITALS

### 综述

WHEREAS HWU has previously entered into an agreement dated 5th November 2013 with the Office of Chinese Language Council International (Hanban) in Beijing, China, whereby the Hanban authorises and agrees

to support the establishment and operation of the SCIBC at HWU (Establishing Agreement); and WHEREAS the Establishing Agreement provides that HWU and TUFU shall collaborate on the creation and direction of the SCIBC; 鉴于中国国家汉语国际推广领导小组办公室（汉办）已与赫瑞•瓦特大学于 2013 年 11 月 5 日在中国北京达成协议（以下简称建设协议），汉办授权并支持赫瑞•瓦特大学建立苏格兰商务与交流孔子学院。

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

依据孔子学院建设协议，赫瑞•瓦特大学和天津财经大学决定共建苏格兰商务与交流孔子学院。

双方一致同意签署如下协议：

## 1 ORGANISATION

### 组织机构

- 1.1 With the support of the Hanban, HWU and TUFU agree to form and operate a joint SCIBC at HWU in compliance with the laws and regulations of the United Kingdom and the People's Republic of China, respectively.

在汉办支持下，赫瑞•瓦特大学和天津财经大学同意遵守大不列颠及北爱尔兰联合王国和中华人民共和国的相关法律和管理规定，共同建立并管理苏格兰商务与交流孔子学院。

- 1.2 Each institution shall view the other as sole partner for the SCIBC collaboration.

双方应视对方为该孔子学院的唯一合作伙伴。

- 1.3 Each of the parties shall designate at least one institutional director for the SCIBC, and shall provide the names, current titles and contact information for the designated individual(s) to the other party and to Hanban. The institutional directors shall be faculty members of their respective institutions. The institutional director(s) at HWU shall act as the executive(s) for the SCIBC. The institutional director(s) at HWU will be compensated for their services to the SCIBC solely through their HWU salaries; the TUFU institutional director and teachers shall be compensated for their services to the SCIBC solely through TUFU and Hanban. The institutional directors of HWU and TUFU shall confer and communicate regularly and as required on material issues related to the operation, funding, direction and future planning for the SCIBC.

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大学的教职员工。赫瑞•瓦特大学任命的院长（们）为孔子学院的总执行人，其为孔子学院工作的薪酬由赫瑞•瓦特大学提供。天津财经大学任命的孔子学院院长的薪酬将由天津财经大学和汉办提供。双方院长应就孔子学院的管理运作财务及未来发展定期交流协商。

- 1.4 There shall be a Board of Advisors for the SCIBC, a body comprising four members appointed by HWU and three appointed by TUFU. The Board of Advisors is responsible for approving the strategy and appointments of institutional directors for the SCIBC. The Board of Advisors is responsible for approving the annual budget and settlement submission to be made to Hanban and for ensuring that regular reporting is provided to Hanban on financial and operational matters.

孔子学院将设孔子学院理事会，理事会成员来自双方，包括赫瑞•瓦特大学任命的四名理事成员及天津财经大学任命的三名理事成员。理事会负责审批孔子学院院长（们）的任命。理事会负责审议孔子学院发展规划，为孔子学院审核批准提交给汉办的年度报告、年度预决算以及保证孔子学院及时就财务以及运营事务向汉办报告。

The Board of Advisors consists of the following members of each institution.

理事会成员来自双方以下人员：

HWU:

赫瑞•瓦特大学

Principal and Vice Chancellor (as the Chairperson)

校长（理事会主席）

Deputy Principal for External Relations  
对外关系副校长  
Head of School of Social Sciences  
社会科学学院院长  
Assistant Principal (International Development)  
国际发展助理校长

TUFE:

天津财经大学

President

校长

Vice-President International Affairs

负责国际交流副校长

Director of Office of International Exchange and Cooperation

国际交流与合作处处长

## 2. OBLIGATIONS OF THE PARTIES

### 双方职责

#### 2.1 Obligations of HWU

赫瑞·瓦特大学

2.1.1 HWU shall be responsible for the day-to-day operations of the SCIBC, to include the provision and management of facilities, staff and services as determined by HWU to be required for the activities to be determined under the Establishing Agreement, to include the provision of teaching and office space for SCIBC and its personnel.

赫瑞·瓦特大学负责孔子学院的日常工作。根据建设协议，赫瑞·瓦特大学提供并管理相应的办公设施、工作人员及学院服务，并为孔子学院教职员工提供教学及办公地点。

#### a) SCIBC Facilities

孔子学院办公设施

The SCIBC facilities will be located in the Postgraduate Centre (total internal space 184m2) The SCIBC will also make use of other HWU classroom facilities and language laboratories.

孔子学院院址在研究生中心（内部面积：184 平方米），孔子学院也将使用大学其他教室设施和语音室。

Annual Rent: £30,000

年租金: £30,000

#### b) SCIBC staff at HWU

赫瑞·瓦特大学孔子学院人事安排与预算

HWU shall provide the following staff to lead and manage the SCIBC:

赫瑞·瓦特大学将提供以下工作人员来领导并管理孔子学院工作：

- Director  
院长
- Operational Deputy Director  
执行副院长
- Administrator  
行政秘书

Staff Cost: £110,000  
人员费用: £110,000

c) Library, IT other support costs

图书馆, IT 及其他辅助设施费用

HWU shall provide the learning resources for the SCIBC. In addition, the SCIBC staff will have access to the university library resources and its information technology requirements will also be supported through the central services of the university.

赫瑞·瓦特大学将提供孔子学院的学习材料。另外, 孔子学院工作人员可以使用大学的图书馆, 所需的 IT 设施也将由大学相关的中心系统提供。

Support Costs: £10,000  
相关费用: £10,000  
Total: £150,000  
总额: £150,000

The above contributions will be provided annually by HWU. The budget and allocation of the annual Confucius Institute operational budget will be subject to the approval of the Board of Advisors.

以上费用是每年的年度费用, 由赫瑞·瓦特大学负责承担。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。

- 2.1.2 HWU shall assist TUFÉ in matters related to obtaining necessary immigration approvals, arrange airport pickups and assist in finding accommodation for TUFÉ director and instructors and volunteers. The parties acknowledge that, as set forth in the Establishing Agreement, Hanban is responsible for payment of all visa and immigration-related fees and accommodation for the TUFÉ expatriates.

赫瑞·瓦特大学将协助天津财经大学取得相关的签证, 安排机场接机, 以及帮助天津财经大学派出孔子学院的教职员工及志愿者寻找住宿。双方一致认可建设协议中关于汉办负责支付天津财经大学派出孔子学院的教职员工及志愿者的签证及移民相关费用的规定。

- 2.1.3 HWU is responsible for promoting SCIBC's programs and activities in response to the needs of the local business community in Scotland and for developing a distinctive profile and an appropriate communication strategy for SCIBC.

赫瑞·瓦特大学负责在苏格兰推广适合当地商业发展需求的课程与活动, 建立一个独特的孔子学院形象以及制定合适的对外宣传战略。

- 2.1.4 All HWU staff working in the SCIBC at HWU will be employed on HWU's standard terms and conditions.

所有孔子学院中赫瑞·瓦特大学的工作人员将按照赫瑞·瓦特大学的相关规定受到聘用及工作。

- 2.1.5 HWU shall provide formal reports twice a year to Hanban as required including the annual budget and end of year spending report. In addition, HWU shall provide general reports on events as required by Hanban.

赫瑞·瓦特大学将向汉办每年两次提交工作报告, 包括年度预算和决算报告。另外, 赫瑞·瓦特大学还会根据汉办要求提供活动报告。

## 2.2 Obligations of TUFÉ

### 天津财经大学

- 2.2.1 TUFÉ shall be responsible for providing competent instructors of Chinese and helping to prepare language materials for the SCIBC, contributing to the expansion of Chinese provision.

天津财经大学应挑选合格的孔子学院汉语教师，帮助孔院准备教学材料，并且支持中文教学的扩展。

- 2.2.2 In conjunction with Hanban, TUFÉ shall be responsible for making arrangements for their staff travel to, and residence in, the United Kingdom for the academic year.

天津财经大学与汉办共同安排派出孔子学院的教职员工及志愿者在该学年内赴英的行程和住宿。

- 2.2.3 TUFÉ shall, from time to time, receive the summer camp student study groups from the SCIBC. TUFÉ shall provide local transportation and accommodation for the students. Study visits will be coordinated through the SCIBC and application will be made to Hanban for funding to cover the cost of the students' local transportation and accommodation.

天津财经大学将会接受来自孔院的学生到天津财经大学进行夏令营学习。天津财经大学将为孔子学院夏令营学生提供相应的住宿和当地交通。夏令营学习将由孔子学院协调安排，并且将向汉办申请相关资金支持来支付学生们在天津财经大学的住宿和交通费。

- 2.2.4 All TUFÉ staff working in the SCIBC at HWU will remain on TUFÉ's terms and conditions. HWU will ensure that monitoring duties are undertaken in line with UKVI Regulations and will ensure that working arrangements comply with UK legislation.

孔子学院中天津财经大学的派出孔子学院的教职员工及志愿者依旧遵守天津财经大学的校规校纪。赫瑞·瓦特大学将和英国签证与移民局共同督导，保证其工作安排符合英国法律规定。

- 2.2.5 TUFÉ shall contribute to the preparation of the required reporting from the SCIBC to Hanban and will report within TUFÉ on a regular basis on SCIBC activities and management.

天津财经大学的派出孔子学院的教职员工帮助准备孔子学院提供给汉办的有关报告，定期给天津财经大学提供有关孔子学院的活动和管理的报告。

## 2.3 Obligations of both Parties.

### 双方职责

Both HWU and TUFÉ agree to work in collaboration to obtain funding to pursue the continuing operation of the SCIBC, through public and private sources in China and the United Kingdom. A proposal shall be submitted to Hanban by HWU and TUFÉ on an annual basis which will include the operational costs for the following academic year.

赫瑞·瓦特大学和天津财经大学同意一起合作，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，双方均向汉办提交下一年度的运营费用预算。

## 3. TERM AND TERMINATION

### 协议期限和终止

- 3.1 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.

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。

- 3.2 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.

双方均可无特殊原因终止本协议。任何一方若无特殊原因终止本协议，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。

- 3.3 The Agreement may also be terminated 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.

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. NOTICE 被告知权

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 follows:

本协议中双方的任何通告，须在本方签署之后以书面形式送达。在英国需通过个人、挂号邮件、加急邮件或快递等方式送达对方。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：

If to HWU:

赫瑞·瓦特大学

Ruth Moir, Assistant Principal (International Development)

George Heriot Wing Heriot-Watt

University, Riccarton,

Edinburgh

EH14 4AS

United Kingdom

If to TUFU:

天津财经大学

Professor Zhang Junxi

Vice President

Tianjin University of Finance and Economics

25 Zhujiang Road, Hexi District, Tianjin

China

300222

张俊喜教授

副校长

天津财经大学

中华人民共和国天津市河西区珠江道 25 号

## 5. AGREEMENT LANGUAGE

### 协议语言

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

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。赫瑞·瓦特大学负责向汉办提交一份签署好的协议。

## 6. DISPUTES

### 争议

The parties will attempt in good faith to resolve any dispute or claim arising out of or relating to this Agreement promptly by negotiations between executives of the Parties or their representatives who have authority to settle the dispute.

协议双方致力于通过双方高层领导或其授权代表间的友好协商来解决本协议执行过程中产生的任何纠纷。

## 7. MISCELLANEOUS

### 其他

7.1 If either party is affected by Force Majeure (any unforeseeable and insuperable event affecting the carrying out of this Agreement by either Party) it shall forthwith notify the other party of the nature and extent of the Force Majeure.

协议一方由于不可抗力而不能履行本协议的义务，受上述不可抗力事件影响的一方应立即将该不可抗力事件的性质和程度通知另一方。

7.2 No party shall be deemed in breach of this Agreement or otherwise be liable to the other parties by reason of any delay in performance or non-performance of any of its obligations hereunder to the extent that such delay or non-performance is due to any Force Majeure; and the time for performance of that obligation shall be extended accordingly.

由于不可抗力而导致协议任何一方无法执行对本协议的义务或出现履行协议的拖延的话，该义务执行的时间可以顺延。

7.3 If the Force Majeure in question prevails for a continuous period in excess of 6 months the parties shall enter into discussions with a view to alleviating its effect and to agree such alternative arrangements as may be fair and reasonable.

如果不可抗力事件持续超过六个月的话，双方应该开始协商如何降低因为不可抗力而导致的负面影响并且努力达成一个公平合理的临时安排。

## 8. INTELLECTUAL PROPERTY

### 知识产权

8.1 Each party undertakes not to use any logos or trade-marks of the other party without the prior written consent of the other party.

双方未经事先同意不得使用对方的标志和商标。

8.2 The ownership of all Intellectual Property Rights subsisting in or relating to the subject matter of this Agreement shall remain in the ownership of the party to whom they belonged at the Commencement Date and the ownership of any Intellectual Property Rights created during the course of this Agreement shall be vested in the party responsible for their creation or, in the

case of the University by its staff or students as determined in accordance with the University's Intellectual Property Policy, unless otherwise agreed by the parties. Where any license is required to use the Intellectual Property Rights this shall be separately agreed between the parties.

除非双方另外达成协议，在本协议生效日期起该协议涉及到的知识产权将属于创造方，如果该智力成果的创造人是双方大学的教职员工或学生，那么该知识产权的归属应该由双方大学的知识产权规定来决定。如果需要知识产权的授权，那么需要双方另外达成相关协议。

## 9. CONFIDENTIALITY 保密条款

9.1 Subject to HWU's obligations pursuant to the Freedom of Information (Scotland) Act 2002, neither party shall, during this Agreement or after its termination, disclose the other's Confidential Information to any other person.

赫瑞·瓦特大学需要满足《苏格兰信息自由法案（2002）》的要求，在本协议期间或终止以后，任何一方都不得向任何第三方披露对方的保密信息。

9.2 Subject to HWU's obligations pursuant to the Freedom of Information (Scotland) Act 2002, neither party shall use such Confidential Information for any purpose except as permitted in this Agreement and shall not disclose such Confidential Information to any third party except as permitted by this Agreement.

赫瑞·瓦特需要满足《苏格兰信息自由法案（2002）》的要求，任何一方都不得使用或者向第三方透露本协议允许以外的保密信息。

9.3 The term "Confidential Information" shall mean all unpublished information and materials exchanged between the parties that is exempt from disclosure under the Freedom of Information (Scotland) Act 2002, including, though not limited to, financial, technical, commercial and/or other confidential information concerning the other party or the subject matter of this Agreement. The term Confidential Information shall not include information and materials which have been legally disclosed.

“保密信息”指在双方之间交换的、根据《苏格兰信息自由法案（2002）》不能披露的所有未公布过的信息和材料，其中包括但不限于与对方或本协议有关的财务、技术、商业和/或其它方面的保密信息。“保密信息”不包括已被合法地披露过的信息和材料。

9.4 The Parties agree to fulfil their obligations under the Data Protection Act 1998 (in particular the eight principles set out in schedule 1 to that Act). Each party warrants and undertakes that it will have in place appropriate technical and organisational measures to protect personal data it shares with the other against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected. Each party has the right to audit processing of shared personal data held by the other party to monitor compliance with the Data Protection Act 1998.

双方同意遵守《数据保护法案（1998）》（尤其是法案的列表 1 中所列的八条原则）。双方保证并承诺采取适当的技术和组织措施，以保护与对方共享的个人数据，防止这些数据被意外或非法毁坏、或被意外丢失、更改、以及未经授权的披露或获取。这些措施应提供与被保护数据相关的风险程度相匹配的安全保障。各方都有权就对方对共享个人信息的处理情况进行审查，以便监督对《数据保护法案（1998）》的遵守情况。



**10 GENERAL**  
**一般条款**

- 10.1 Unless this Agreement expressly states otherwise, no right or obligation arising under this Agreement may be assigned, transferred or otherwise disposed of, in whole or in part, without the prior written consent of the parties.  
除非本协议中另外有明确说明，否则本协议所产生的所有权利和义务未经 双方书面认可的情况下，均不得被全部或部分转交、转让或放弃。
- 10.2 Unless this Agreement expressly states otherwise:  
除非本协议另外有明确说明，否则
- (a) A person who is not a party to this Agreement has no right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999; and  
任何非协议方均无权按照《1999 年合同法（第三方权利）》执行本协议的条款；
  - (b) If a person who is not a party to this Agreement is stated to have the right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999, the parties may rescind or vary this Agreement without the consent of that person.  
如果非协议方被认为有权按照《1999 年合同法（第三方权利）》执行本协议的条款，协议双方可以在不经该非协议方同意的情况下取消或修改本协议。
- 10.3 Both Parties shall:  
协议双方需要
- (a) comply with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.  
遵守所有关于反行贿、反腐败的法律、法规和禁令，其中包括《2010 年反 行贿法案》，但不仅限于该法案。
  - (b) not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom;  
不在英国从事任何会违反《2010 年反行贿法案》的活动、做法和行为。
  - (c) comply with HWU's Ethical Business: Bribery Prevention Policy;  
遵守赫瑞•瓦特大学商业道德：预防行贿政策。

Heriot Watt University  
赫瑞•瓦特大学

Tianjin University of Finance and Economics  
天津财经大学

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Professor Richard Williams,  
Principal and Vice Chancellor

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Professor Li Weian  
President

Date:  
日期

Date:  
日期