

僑務委員會臺灣華語文學習中心設置合作協議書

僑務委員會 (以下簡稱甲方)
立協議書人

(以下簡稱乙方)

甲方茲為協導乙方設置「臺灣華語文學習中心」(以下簡稱學習中心)，加強向各國人士推廣具臺灣特色的正體華語文教學，特訂定本協議書。

第一條：學習中心功能

- (一) 華語文教學：乙方運用學習中心實體教室進行授課。教學方式以實體為主，線上為輔為原則。
- (二) 華語文推廣：乙方配合中華民國政府單位及甲方施政計畫，成立學習中心，成為當地推廣臺灣華語文教育之據點。
- (三) 教材推廣：乙方運用甲方所提供之平面或數位教材教學，並協助推廣。

第二條：甲方輔助事項

- (一) 甲方酌予補助乙方設置學習中心及開辦華語文課程所需相關經費及華語文教材。
- (二) 甲方每年得適時邀請乙方學習中心負責人及在職行政人員來臺參訪或參加高峰座談會，協助提升學習中心經營管理效能。
- (三) 甲方每年透過海外華文教師研習會、教師來臺研習班、遠距線上研習班等機制，協助培訓及認證乙方之學習中心華語文教師。
- (四) 甲方得提供乙方之學習中心學生參加甲方辦理華語文相關競賽、青年活動(語文研習班、英語服務營等)，以及補助學生參加華測經費等，強化學生學習華語文動機，拓展生源，並推廣臺灣華語文，增進學生與甲乙雙方之連結。
- (五) 甲方將透過官方網站、官方粉絲專頁、「全球華文網」、僑務電子報等管道協助推廣行銷乙方學習中心。

第三條：乙方應配合事項

- (一) 乙方應提報學習中心設置及營運計畫書經甲方核定後，辦理相關設置及營運事宜。
- (二) 乙方之學習中心應配合甲方學習中心相關計畫(以下簡稱甲方計畫)，每年開辦十八歲以上(含)人士華語文課程，開辦課程需符合甲方計畫。
- (三) 乙方之學習中心應配合甲方計畫，每年辦理招生活動，邀請當地僑胞及主流人士參與，推廣正體華語文教學，吸引主流人士選讀學習中心之華語文課程。
- (四) 乙方之學習中心應使用及推廣甲方提供之華語文教材，若使用補充教材，不得採簡化字教材。
- (五) 乙方之學習中心應鼓勵及協導學習中心學生報名我國華語文能力測驗，甲方並得視情輔以獎勵措施。
- (六) 乙方之學習中心應配合甲方計畫，建立學習中心學生資料，以供查核；並提供

學習中心營運成果及其學生學習概況之統計資料予甲方。

- (七) 乙方之學習中心負責人及在職行政人員應積極依甲方邀請參加甲方辦理之來臺參訪活動及高峰座談會，並鼓勵所屬教師參加甲方辦理之相關教師研習活動。
- (八) 乙方之學習中心應鼓勵及協導學習中心學生參加本會辦理華語文相關競賽、來臺青年研習及擔任英語服務營志工等活動。
- (九) 乙方之學習中心應成立學習中心英語臉書粉絲頁(或 Twitter、Instagram)發布招生及活動訊息，開發潛在生源；聯絡結業學生組成線上校友會，與結業學生保持連繫，提供赴臺就學之鼓勵措施及獎學金等資訊。
- (十) 乙方應於每年七月二十日前提交上半年學習中心執行成果報告，供甲方作為輔助之參據；於每年十一月十五日前提交當年度學習中心執行成果報告，供甲方辦理績效評鑑，績效評鑑結果將作為次年度績核准設置之參據。績優者核予績效獎勵金，倘績效不佳且未獲績核准設置者將依第五條約定辦理。
- (十一) 乙方之學習中心所聘僱師資不可持有中國大陸、港澳地區護照。

第四條：本協議書未約定事項，雙方得以換文方式另行約定，並視為協議之一部分。

第五條：本協議書有效期間為____年____月，即自簽定之日起至____年____月____日有效，若乙方無法達成第三條所列應配合事項，或乙方之學習中心倘有違反本會僑教政策或重大違失，經通知限期改正後仍未能依限改正者，甲方得隨時終止本協議書；倘乙方因不可抗力或不可歸責之因素擬終止，需於三個月前敘明理由以書面通知甲方。本協議書屆期，除乙方獲甲方核准續設置「臺灣華語文學習中心」外，應繳回尚未使用甲方提供學習中心之教材及「臺灣華語文學習中心」招牌；經終止時亦同。

第六條：本協議書如發生爭議，甲乙雙方同意以中華民國法律為準據法，並以甲方所在地之地方法院為第一審管轄法院。

第七條：本協議書壹式貳份，經甲乙雙方簽署後生效，由雙方各執壹份為憑。

立協議書人：

甲 方：僑務委員會

代表人：(簽名或蓋章)

職 稱：

地 址：

電 話：

乙 方：(簽名或蓋章)

代表人：

職 稱：

地 址：

電 話：

中 華 民 國 年 月 日

Cooperative Agreement for the Establishment of an Overseas Community Affairs Council Taiwan Center for Mandarin Learning

Overseas Community Affairs Council (OCAC) (hereafter Party A)

Agreement signatory _____ (hereafter Party B)

Party A hereby agrees to assist Party B establish a Taiwan Center for Mandarin Learning (hereafter TCML) and drafts this agreement for the purpose of strengthening the promotion of traditional Chinese learning with Taiwanese characteristics.

Article 1: Function of the TCML

- (1) Chinese learning: Party B will use the physical classrooms of the TCML to teach. Most teaching will be conducted in such classes, complemented by online elements.
- (2) Promotion of Chinese learning: Party A will work in concert with Republic of China (Taiwan) agencies and Party A's administrative plan to establish a TCML as a center for the promotion of Taiwan Mandarin education.
- (3) Promotion of teaching materials: Party B will use printed or digital teaching materials provided by Party A and assist with their promotion.

Article 2: Assistance provided by Party A

- (1) Party A will assist Party B establish a learning center and help with all costs and teaching materials related to the establishment of a Mandarin learning program.
- (2) Each year, Party A will invite those in charge of and in-service administrative personnel from Party B learning centers to Taiwan to visit or attend a summit forum, as a way of enhancing the operational management of the center.
- (3) Each year Party A will assist with the training and certification of Mandarin learning teachers at Party B learning centers through overseas Mandarin learning teacher program, inviting teachers to attend training courses in Taiwan and online distance learning classes.
- (4) Party A undertakes to provide students at Party B learning centers with the chance to participate in Mandarin learning related competitions and youth activities (Language learning courses, English service camps etc.) organized by Party A and provide financial support for students to take Mandarin learning proficiency exams. This is a way to motivate students to embrace Mandarin learning, increase the number of students and promote Taiwan Mandarin learning while also enhancing the connections between

students and Party A.

- (5) Party A will assist with the promotion and marketing of Party B learning centers through such channels as official websites, official Facebook fans page, “HuayuWorld.org” and www.ocacnews.net etc.

Article 3: Areas of cooperation for Party B

- (1) Party B should submit learning center establishment and related operational documents to Party A, which can only proceed with the approval of the latter.
- (2) Party B learning centers should work in concert with Party A learning center related programs (hereafter Party A programs) to hold Mandarin learning classes for individuals aged 18 and above, the curriculums for which must be in accordance with Party A programs.
- (3) Party B learning centers should work in concert with Party A programs, by holding annual student enrollment promotion activities, inviting the participation of local overseas compatriots and mainstream figures and promoting traditional Mandarin learning, while attracting mainstream figures to attend Mandarin learning courses at the learning center.
- (4) Party B learning centers should use and promote teaching Mandarin learning materials provided by Party A. In the event supplementary materials are used these should not include simplified Chinese characters.
- (5) Party B learning centers should encourage and help students sign up for Taiwan’s Mandarin learning proficiency exams, and where necessary Party A will provide additional incentives.
- (6) Party B learning centers should cooperate with Party A programs and establish a data on learning center students for verification. They should also provide Party A with data on the operations of the learning center and an overview of the learning situation of students.
- (7) Following an invitation from Party A, the responsible person/person and administrative personnel at Party B learning centers should actively take part in visits to and summit forums in Taiwan organized by Party A. They should also encourage their teachers to participate in related teacher learning activities organized by Party A.
- (8) Party B learning centers should encourage and help center students take part in Mandarin learning related competitions, youth classes in Taiwan, and working as volunteers in English Service Camps organized by OCAC.
- (9) Party B learning centers should establish their own English language Facebook fans page (or Twitter, Instagram) to publicize student enrollment and activity news, as well as expand the body of potential students; Contact students who have graduated and help them establish online alumni associations and keep in contact with graduates so as to provide information on incentives and scholarships to study in Taiwan.

(10) Each year, Party B must provide Party A with a report on learning center operations for the first half of the year as a supplementary reference before July 20. A report must be provided on the annual operation of the center before November 15, which will be used by Party A to conduct a performance evaluation. The outcome of this evaluation will be used as a basis to approve or discontinue the operations of the center. Those learning centers that perform outstandingly will receive a performance bonus, while those that perform poorly and are not allowed to continue operating must proceed in accordance with the provisions of Article 5.

(11) Teachers employed by Party B learning centers must not hold passports from Mainland China, Hong Kong or Macau.

Article 4: Both parties agree that any items not covered by the provisions of this agreement will be separately agreed on by a further exchange of documents, which will then be considered an integral part of the agreement.

Article 5: This agreement is valid from XX/XX/XXX, the date the agreement is signed, until XX/XX/XXX. In the event that Party B is unable to undertake any of the items listed in Article 3, or Party B learning centers violate the overseas education policy of OCAC, if after providing a fixed period of time for improvements to be made, Party B fails to meet the stipulated conditions Party A will terminate the agreement. In the event Party B has to terminate the agreement for reasons of force majeure or non attributable reasons, it must detail the reasoning in writing to Party A three months before the termination. For the duration of this agreement, when Party A declines to approve the continued operation of a Party B “Taiwan Center for Mandarin Learning,” it should return unused teaching materials provide by Party A and the TCML sign, the same also applying to termination.

Article 6: In the event of any disagreement over the content of this agreement both parties agree that the matter will be resolved in accordance with the laws of the Republic of China, the court of first instance being the local court where Party A is located.

Article 7: Once the agreement is signed by both parties and comes into effect there will be two original copies of the agreement, with each Party retaining one copy

Agreement Signatories:

Party A: Overseas Community Affairs Council

Representative: (signature or seal)

Position:

Address:

Tel No:

Party B:

Representative: (signature or seal)

Position:

Address:

Tel No:

Date: