

Anlage 2: Musterverträge

PARTNERSHIP AGREEMENT

BETWEEN

_____ (name of partner)

AND

HUMBOLDT-UNIVERSITÄT ZU BERLIN

This Agreement is made and entered into by and between _____ (name of partner) and Humboldt-Universität zu Berlin, Germany, establishing the basis for their further cooperation in accordance with the following:

WHEREAS, _____ (name of partner) and Humboldt-Universität zu Berlin have explored areas of mutual academic interest and wish to further their common objectives in research and education;

Now, THEREFORE, the parties hereby agree upon the following terms and conditions:

1. Partnership Coordinator and Protocols

Both parties shall appoint a partnership coordinator whose function is to consider and expand partnership between the two partner universities (interest new departments, arrange work programs and coordinate meetings):

Humboldt-Universität zu Berlin _____
Name of Partner: _____

When a new partnership coordinator is appointed, all involved personnel must be informed as soon as possible. The validity of the contract is untouched by the change.

2. Protocols

The details of institutional and individual responsibilities necessary for the accomplishment of exchanges and projects shall be set forth in protocols and agreed upon by both parties before a particular exchange or project is initiated. The Protocol becomes part of the Partnership Agreement when it is deposited, formally signed, with the University's International Office (representing the President). Changes to the protocol must be submitted in writing and deposited following the same modus operandi.

3. Projects

The parties shall make reasonable efforts to collaborate in the development of special

projects aimed at furthering academic or applied objectives. The involved scientists and institutions themselves will design and finance such projects. Details will be set down in a Protocol.

4. Exchange of Students

Both parties shall make reasonable efforts to support development of an exchange of undergraduate and graduate students for short-term study and formal degree programs. Exchange students shall be subject to the admission criteria and requirements of the host institution and to any stipulations set forth in protocols. No tuition fees shall be charged by the host institution. The parties agree to recognize credits and grades earned at the host university in accordance with the ruling of the partnership coordinator or a person appointed in the protocol. Further details of institutional and students rights and responsibilities may be set forth in writing and agreed upon by both parties before a particular exchange is initiated.

5. Exchange of Academic Personnel

Both parties shall make reasonable efforts to facilitate visits of their researchers to one another's campuses for periods of research and teaching in accordance with the objectives of this agreement. The details of institutional and individual responsibilities shall be set forth in writing and agreed upon by both parties before a particular visit is initiated.

6. Exchange of Scientific, Educational, and Scholarly Material

Both parties shall seek agreement upon a list of their respective scientific, educational, and scholarly materials to be exchanged. The involved sections of the two universities shall set forth in writing protocols and guidelines governing this exchange and distribution of information.

7. Precondition of Adequate Funding

Implementation of the activities contemplated by this Agreement is dependent upon the ability of the parties to secure adequate funding to support them. In the event of a party being unable to secure adequate funding that party shall not be considered in breach of this Agreement.

8. Effective Date

This Agreement becomes effective when signed by both parties and shall remain in effect for five (5) years from the last date of the signature, at which time the contract is renewed automatically for another 5 years. This Agreement may be terminated by either party with six months written notice.

9. Mediator

Any disagreement between the parties shall be adjudicated by a mediator – who the parties have mutually agreed on – and whose decision both parties agree to accept and carry out.

In witness of the terms of this Agreement, and intending to be legally bound, signatures of the following authorized representatives of the parties are affixed:

(name of partner)

Humboldt-Universität zu Berlin

Prof.
Rector of

Prof.....
President

Date

Date

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

_____ (name of partner)

Faculty of _____

AND

HUMBOLDT-UNIVERSITÄT ZU BERLIN

Faculty of _____

This agreement is made and entered into by and between _____ (name of partner) and Humboldt-Universität zu Berlin, Germany, establishing the basis for their further cooperation in accordance with the following:

1. Partnership Coordinators

Each of the parties will appoint a partnership coordinator to facilitate the communication between the respective Faculties.

For Humboldt-Universität zu Berlin:

For (name of partner)

2. Faculty Exchange

The partners will notify each other of the proposed faculty to be exchanged in the calendar year. The sending institution will finance both travel and accommodation cost for their staff. The host university will assist in locating accommodation.

3. Student Exchange

The partners will exchange up to _____ (number) students per academic year. The aim is to have a balanced exchange over a period of three years. All travel and accommodation costs as well as any incidentals are to be financed by the students themselves. The host university will provide help in locating accommodation and will provide counsel on the subjects to be studied.

4. Projects

If the partners are involved in projects, details of monetary and scientific involvement shall be defined in a written Protocol and shall function as an integral part of this MOU.

5. Funding

All activities are subject to the availability of adequate funding. Neither partner shall be held in breach of the agreement, if unforeseen circumstances prevent it from participating in any activity previously agreed on.

No tuition shall be charged by either partner.

6. Effective Date and Duration

The MOU will become effective for _____ year(s) starting _____ (date). It will be renewed automatically unless one party notifies the other in writing two months before the end of the contract's term that the contract shall be severed. Ongoing projects and exchanges shall remain unaffected by this termination.

In witness of the terms of this Agreement, and intending to be legally bound, signatures of the following authorized representatives of the parties are affixed:

(name of partner)

Humboldt-Universität zu Berlin

Prof.
Vice-President

Prof.
Dean, Faculty of

Prof.....
Dean, Faculty of...

Prof.
Project Head

Prof.
Project Head

Date

Date