Cooperation Agreement

between

Kiron Open Higher Education

and

[Name of Partner University]

***Preamble***

***The UN High Commissioner for Refugees identified that refugees and students in crisis regions face particular challenges in accessing higher education due to lack of legal documentation, school certificates, payment of international student fees and available university places. This can prohibit refugees from reaching their potential and cause high integration costs for hosting countries.***

***Kiron Open Higher Education (gGmbH) is a non-governmental, non-profit organization whose mission is to reduce the barriers that refugees are facing in accessing higher education. Kiron Open Higher Education (gGmbH) is inviting selected partner universities to create collaboration opportunities, which would cater to the needs of refugees. Parties of this agreement agree to co-operate in order to provide refugees with an academic program, which is considered an important and unique educational and cultural opportunity for refugees.***

***... is a private university operating under insert here regulations and law. As such ... has the mission to educate the next generation of researchers, scientists and public leaders. In order to prevent the creation of a “lost generation” of young people in those countries that have been destroyed by civil strife or war, … has pledged itself to provide refugees with an education that will enable them to either return and rebuild their countries or to integrate themselves in their host countries.***

**DEFINITIONS IN THIS AGREEMENT**

* 1. “**Kiron**”:Kiron Open Higher Education gGmbH

1.2 “**Partner University**”:[INSERT NAME OF PARTNER UNIVERSITY}

1.3 “**The Parties**”:Kiron and Partner University

1.4 “**Online Courses**”:All open educational resources offered by Kiron

1.5 “**Required Learning Outcomes**”: Refer to the skills and competencies that students will be able to demonstrate upon completion of the learning process after a course is taken.

1.6 “**Equivalence Course List**”:A list agreed between Kiron and the Partner University which includes details of the academic quality of the **Online Course** content, the **Required Learning Outcomes**, and the evaluation process for the recognition for online study and examination results (in accordance with the German definition” Anerkennung von Studien- und Prüfungsleistungen”) as attached at Appendix 1.

**PURPOSE OF THE CO-OPERATION**

2 For the Parties to agree to consider which **Online Courses** (see definition above) fulfill the **Required Learning Outcomes** (see definition above), so that recognition within relevant existing study program “...” can be given by Partner Universitiy

**CONDITIONS OF THE CO-OPERATION**

3 Both Parties agree to use the **Equivalence Course List** (see definition above and Appendix 1) as the basis of their co-operation. To enforce this aim Partner University will work in conjunction with its study commission. Priority should be given at all times by both Parties to enabling students to continue their academic education.

4 During their time at Kiron, Kiron aims to enable their students to achieve the **Required Learning Outcomes** in accordance with the **Equivalence Course List**.

**PROCUREMENT OF THE CO-OPERATION**

In order to accomplish the objectives defined above both Parties commit to the following:

5 Joint endorsement of the **Equivalence Course List** and rolling content assessment by Partner University (in accordance with German definition “fachliche Abstimmung”). For this process the Partner University shall appoint one Professor and one of their students in the respective study field for each study program to be the point of contact for Kirons Curriculum representative. Those responsible for assessing the **Equivalence Course List** at the Partner University (e.g. Module manager, study course coordinator) are required to give Kiron’s Curriculum representative feedback on the **Equivalence Course List**.

6 **Kiron** will provide all students who have successfully participated in and completed the online curriculum based on the **Equivalence Course List** with a Certificate of Attendance and Achievement.

7 Partner University is independently responsible for the individual process of recognition of the student’s study and examination results based on its legal requirements (in accordance with the German definition “Hochschulautonomie”). In addition Partner University shall consider the possible recognition of non-academic competences (in accordance with the German definition “Anerkennung außerhochschulisch erworbener Kompetenzen”) in accordance with the Bologna Framework.

8 Partner University will inform Kiron, if the student’s **Online Course** study and examination results can or will not be recognised in accordance with the **Equivalence Course List**. In this case both Parties will develop solutions in order to improve the **Online Course** program to meet the **Required Learning Outcomes**.

9 For the avoidance of doubt, Partner University retains independent autonomy over its own admission process for Kiron students (in accordance with the German definition “Hochschulzugangsberichtigung”). **Kiron** undertakes to inform their students of Partner University admission requirements.

10 Both Parties are entitled to refer to the other as a “partner institution” when promoting online and offline programs; both Parties are also entitled to use the other’s logo for such purposes.

11 Neither Party has any financial obligation to the other.

**DURATION AND TERMINATION**

12 This Agreement shall come into effect from the date of signing.

13 The initial term of the Agreement shall be from the signing date until 31 August

2018 and shall include the Academic Years of 2016/2017 and 2017/18.

14 The Agreement can be renewed for a further term of three Academic Years

(2018/19, 2019/20, 2020/2021) on the agreement of bothParties.

15 If either Party is in violation of any of the clauses of this agreement, the other

Party has the right to terminate this agreement with immediate effect 15 days after informing the violating party in writing about the details of the violation.

**LEGAL**

16 Neither Party is liable for failure to perform their obligations under this Agreement if such failure is a result of Force Majeure. Force Majeure is defined as an act of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. If a party asserts Force Majeure as an excuse for its failure to perform their obligations, then the said nonperforming party must prove that they took reasonable steps to minimize delay or damages caused by the Force Majeure, that the party substantially fulfilled all non-­‐excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of the Force Majeure.

17 Kiron undertakes not to make any improper, unauthorized or inaccurate use of

the name, logos, crest, or any other insignia of the Partner University.

18 Any changes to this agreement must be in written form and signed by all the parties. Should any provision of this agreement be or become invalid or unenforceable, the validity or enforceability of the other provisions of this agreement shall not be affected thereby. The invalid or unenforceable provision shall be deemed to be substituted by a suitable and equitable provision, which, to the extent legally permissible, comes as close as possible to the economic intent and purpose of such invalid or unenforceable provision.

**SIGNED BY:**

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| **Kiron Open Higher Education**  Am Festungsgraben 1  10117 Berlin/Germany      Represented by:  Mr. Vincent Zimmer,  Co-Founder & Head of Business Development | **Insert Partner Name**  Fill in Adress....  ......      Represented by:  Fill in Name of Responsibel  Fill in Title |
|  |  |

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

APPENDIX 1

EQUIVALENCE COURSE LIST