

INFORMATION:

This template is for your information. It is meant to be closed once as a framework agreement between the employer of the applicant(s) and the University (HSU/UniBw H). It will be executed for signing by the HSU/UniBw H after the following data is submitted to pruefungsamit@hsu-hh.de (see Article 7) by the employer of the applicant(s):

- 1) Official Name and abbreviation of the Ministry as well as of its responsible department,
- 2) address of Ministry and department,
- 3) billing address, incl. E-Mail (see Article 3 section 7),
- 4) denomination of person(s) to contact (see Article 7).

Cooperation Agreement

between the

The Federal Ministry of Defence of XXX

[address]

represented by

[department which is the POC for the study programme IPC]

- hereinafter referred to as 'XXX FMoD' -

and

Helmut-Schmidt-Universität/Universität der Bundeswehr Hamburg

represented by

the President of Helmut-Schmidt-Universität/Universität der Bundeswehr Hamburg

Holstenhofweg 85

22043 Hamburg

- hereinafter referred to as 'HSU/UniBw H'.

PREAMBLE

With the postgraduate Master's degree programme, International Procurement Cooperation (IPC), the Parties to the Agreement intend to contribute to the national interest in high-quality continuing education within the public service. This programme shall be offered to soldiers and civil servants of the FMoD, its subordinate agencies, and its procurement offices who work in the fields of armaments and in-service use to complement to their existing occupational-related skills with expertise in areas such as (intercultural) negotiation, national and international, public and private procurement law, team and organisation leadership, the basics of business administration, administrative science and jurisprudence as well as other relevant fields of competence. This Agreement regulates the principles of the cooperation.

Article 1 Subject of the Agreement

This Agreement specifies the framework conditions between the Parties to ensure participation by employees from the **XXX FMoD** in the two-year advanced postgraduate Master's degree programme "IPC" (hereinafter referred to as "programme"), which will be offered every two years at the HSU/UniBw H.

The main objective of this Agreement is to complement students' existing professional knowledge and expertise primarily with training content and knowledge of intercultural negotiating techniques, armaments cooperation and procurement planning, of project management, of provision and logistics, of national and international public procurement law, and of private law as well as other relevant areas of competence in order to enable them to obtain an additional academic qualification alongside existing qualifications acquired from career and training courses. This Agreement only contains rules relating to students from the **XXX FMoD**. Other students are not covered by the Agreement.

Article 2 Framework Conditions

- (1) The programme shall cover a standard period of study of two years and shall have a capacity of 25 places. Each individual programme shall require a minimum of ten students before it can begin (usually every two years). The German and the Austrian Ministry of Defence aim to detach at least 10 and a maximum of 15 of its employees to each programme. Any remaining places on the programme can be occupied by applicants from other European countries. If there are more applicants than remaining places, a selection rule will be deployed.
- (2) As a rule, the **XXX FMoD** shall notify the HSU/UniBw H by 31 May of the year in which the respective programme is scheduled to begin how many persons from the **XXX FMoD** would like to take part in the programme from 1 November of that year.
- (3) The **XXX FMoD** shall only nominate persons who fulfil the admission requirements for the programme. The admission requirements for the programme are laid down in the Programme and Examination Regulations for the advanced Master's degree Programme International Procurement Cooperation (*SPO IPC*) of HSU/UniBw H as amended. The decision regarding admission shall be made by HSU/UniBw H.
- (4) After passing the Master's examination, students shall be awarded the academic degree "Master of Public Administration (MPA)". Further details about the programme are specified in the *SPO IPC*.

Article 3 Costs

- (1) For a standard period of study of two years, the costs per participant shall amount to a maximum of twenty thousand and eight hundred (20,800) Euros (€). If more than ten students start the programme at a time, the costs per participant shall be reduced as follows (depending on the total number of students):

- 25 students: €9,300 per place
 - 24 students: €9,700 per place
 - 23 students: €10,100 per place
 - 22 students: €10,500 per place
 - 21 students: €11,000 per place
 - 20 students: €11,200 per place
 - 19 students: €11,800 per place
 - 18 students: €12,400 per place
 - 17 students: €13,100 per place
 - 16 students: €13,900 per place
 - 15 students: €14,400 per place
 - 14 students: €15,400 per place
 - 13 students: €16,500 per place
 - 12 students: €17,900 per place
 - 11 students: €19,400 per place
 - 10 students: €20,800 per place.
- (2) These costs shall mainly encompass the study-related tuition expenditures as well as other expenses involving teaching and administration staff and the use of facilities. They shall not include the travel and accommodation costs of students from the **XXX FMoD**. These costs shall be assumed by the **XXX FMoD** itself.
- (3) Every year before the beginning of the academic year (by 1 November), the **XXX FMoD** shall reimburse HSU/UniBw H half the pro-rata cost components for every place taken up in accordance with Paragraph 1. This shall amount to a maximum of ten thousand four hundred (10,400) Euros per place.
- (4) Payment is due within thirty (30) days of receipt of the invoice by the **XXX FMoD**. It shall be made by bank transfer to the HSU/UniBw H account specified on the invoice and shall be considered settled on the date on which the amount has been paid into the HSU/UniBw H account.
- (5) If a payment is not made until 31 December at the latest, the student is not allowed to continue in the programme.
- (6) If a student discontinues the programme prematurely or fails to pass, the **XXX FMoD** shall still reimburse the above-mentioned cost components for the ongoing academic year in full; there shall be no reimbursement for the previous year.
- (7) Invoices must be sent, specifying a term of payment of 30 days, to:
[billing address of the XXX FMoD]

Article 4 Obligations – HSU/UniBw H

- (1) HSU/UniBw H shall undertake to organise and run the programme as specified in Section 1 for a minimum of ten students.

- (2) HSU/UniBw H shall also undertake to try to (re)accredit the programme and to inform the **XXX FMoD** immediately of any intended essential changes to the contents of the programme.
- (3) HSU/UniBw H shall undertake to ensure the availability of the logistics (rooms, technology) required to conduct the programme at its location in Hamburg. HSU/UniBw H shall not provide accommodation and catering.
- (4) HSU/UniBw H shall announce the locations and number of lectures to be given in Hamburg, Vienna or Lower Austria, Berlin and other cities in Europe at the beginning of the programme.

Article 5 Obligations – **XXX FMoD**

- (1) The **XXX FMoD** shall undertake to inform HSU/UniBw H by 31 May of the year in which the programme is to begin of the names and contact details of the individuals who have been chosen to take part in the programme, which is scheduled to begin on 1 November of that year.
- (2) The **XXX FMoD** shall undertake to release its employees from duty to the extent that is necessary for them to take part in the programme and to reimburse the costs in accordance with Section 3.

Article 6 Term of Agreement

- (1) This Agreement shall be valid for three years and shall be renewed annually by a further period of one year unless a written notice of termination is given at least three months before it expires.
- (2) Both Parties shall have the right to extraordinary termination.
- (3) As a rule, termination of this Agreement shall have no consequences for students who are already taking part in the programme. For these students, the obligations specified in the Agreement – in particular the obligation to assume the relevant costs in accordance with Section 3 – shall continue to apply until the study period has ended.

Article 7 Points of Contact

The Parties shall name the following as points of contact:

- For the **XXX FMoD**:
 - **for administration matters: POC First/last name**
Tel.: **XXX**
E-mail: **XXX**
 - **for payment transaction matters: POC First/last name,**
Tel.: **XXX**
E-mail: **XXX**

- For the HSU/UniBw H
 - for queries regarding admissions: Examination Office/Registrar's Office
Ms. Vries
Tel.: 0049 40/6541/2704,
E-mail: vries@hsu-hh.de,
E-mail, branch mailbox: pruefungsamt@hsu-hh.de
 - for all other queries: Centre for Postgraduate Studies (ZWW)
Univ.-Prof. Dr. Tobias Scheytt,
Tel.: 0049 40/6541/3376,
E-mail: scheytt@hsu-hh.de,
E-mail, branch mailbox: zww-info@hsu-hh.de

Article 8 Entry into Force

This Agreement shall enter into force when it has been legally signed (handwritten or qualified electronic signature) by both Parties.

Article 9 Final Provisions

- (1) To enter into force, any amendments or additions to this Agreement must be made in writing. The requirement of the written form can only be waived in writing. There shall be no verbal subsidiary agreements.
- (2) If any provision of this Agreement is held partly or entirely invalid, unenforceable or incomplete, the remainder of the provisions of this Agreement shall continue in full force and effect. Any gaps resulting from this shall be filled by the Parties with a valid and enforceable provision which, in its content, is as close as possible to the objective of the invalid, unenforceable or incomplete provision. The same applies if this contract should have a regulatory gap.

Hamburg, XXX month 20XX

City, XXX month 20XX

HELMUT-SCHMIDT-UNIVERSITÄT /
UNIVERSITÄT DER BUNDESWEHR
HAMBURG

REPUBLIC OF XXX
XXX FMoD

For the President

For the Federal Minister