



MEMORANDUM OF UNDERSTANDING

Between

Goethe-Institut Bangladesh, House 10, Road 09 (new), Dhanmondi R/A, Dhaka
1205, Bangladesh

Represented by its director, Dr. Kirsten Hackenbroch

- called Goethe-Institut hereinafter -

and

North South University, Plot 15, Block B, Bashundhara, Dhaka -1229, Bangladesh,
Bangladesh.

Represented by its Vice-Chancellor, Professor Atiqul Islam

- called North South University hereinafter -

Goethe-Institut Bangladesh

German Cultural Centre
House 10, Road 9 (new)
Dhanmondi R/A
Dhaka 1205
Bangladesh

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language2-dhaka@goethe.de

§ 1 Subject matter of the MoU

Subject matter of the MoU is the introduction of German language classes at the North South University in Bashundhara R/A, which shall also extend German language services to the neighbourhood.

§ 2 Demographic

Course offered: Full A1-blended learning course for beginners, 150 teaching units (UE – Unterrichtseinheiten) of 45 minutes each

Admission: First come first serve basis; the course will be announced publicly and both NSU students as well as others interested in a course offered at NSU premises can admit

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§ 3 Special conditions and class formats in the COVID-19 pandemic

Keeping social distancing in mind, with the intention of uninterrupted quality teaching, the Goethe-Institut will commence all classes on an online platform and the course will not be moved back into the classroom during the running semester.

§ 4 Rights and duties of the contractual parties

Goethe-Institut offers an A1-German language class (150 teaching units of 45 minutes each) at the premises of the North South University, with the following details (Note: Blended learning schedule with times of online-live sessions and online platform learning to be announced by the teacher before the start of the course):

Class times:	Sun, Mon, Tue, Wed from 6:00 PM to 9:30 PM
No. of students/class:	Maximum 20 students (KTN - Kursteilnehmer)
Duration:	38 days, time frame 22. February 2020 to 02. Mai, 2021 (exact dates tbc within this time frame)
Teaching units/day:	4 teaching units of 45 minutes
Course format:	19 days (online class) and 19 days (self learning)
Break time:	30 minutes after two teaching units
Exams:	Participation in the exams as internal candidates, according to our rules and regulation; earliest exams for the course: May 2021 (Depending on covid19 situation)

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Cancellation of classes by Goethe-Institut: In case that the teacher of Goethe-Institut fails to take the class (e.g. in case of illness or other events unforeseen), Goethe-Institut will be responsible to arrange a substitute teacher for the same day. Shall a class have to be cancelled on a specific day, due to unavoidable circumstances; Goethe-Institut is responsible to arrange a substitute class. This shall normally take place on a Thursday the same or following week.

North South University agrees to provide under this MOU the following infrastructure and support for the German language class:

Classroom capacity: 20 students

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- Arrangements: Small group-work tables fitting 5 students each, four such clusters in the classroom for interactive teaching
- Infrastructure: TV screen, whiteboard or projector set, laptop or computer connected to the internet (detailed requirements to be confirmed during site-visit)
- Security / access: Registration for all external students (not NSU students) to access the premises at time of classes

Cancellation of classes by North-South University: Class cancellation by authorities has to be notified one week in advance. A maximum of 5 teaching days can then be re-scheduled within the above indicated time frame. In case that the North-South University cancels a class at short notice (less than a week) or cancels more than 5 class days in total, Goethe-Institut will not be responsible to arrange a substitute class.

Announcement of the course: The course will be announced with the materials provided by Goethe-Institut via NSU's internal channels as well as via Goethe-Institut's social media and webpage. 10 seats shall be reserved to NSU students exclusively; all other seats are first come first served basis.

Registration: All students, regardless whether internal to NSU or external, have to register for the course. Registration shall be via the online registration system and payment can be made by bank transfers. All information will be handed over to students by the Goethe Institut's language course officer. To be granted the reduced fee, NSU students have to apply to NSU, and NSU announces the names of scholarship holders to Goethe-Institut before the admission date.

For registration, and cancellation, all rules and regulations of the Goethe-Institut Dhaka apply, see: <https://www.goethe.de/ins/bd/en/spr/kur/gia/kue.html>

§ 5 Cost allocation

The MOU involves no direct cost allocation. Goethe-Institut offers four 50% scholarships to NSU-students, subject to proof of student identity and selection by NSU, whereas the standard course rates of Goethe-Institut Bangladesh apply for all other students. The following admission fees will accordingly be payable to Goethe-Institut by course participants during registration:

Costs per student (whether from NSU or the outside):	23,000 BDT / student
4 scholarships available for NSU students (50%)	11,500 BDT/ student

§ 6 Contract duration

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This contract comes into effect on the day of its signing and will expire automatically after the complete implementation of this session in May 2021.



§ 7 Copyright and right of use

- 1) The grant of rights of use is satisfied by the services provided by the project executing organisations within the framework of the project.
- 2) The North South University will promote Goethe-Institut as partner of the German language programme in all their outreach materials including press communication, social media, newsletters etc.
- 3) The logo of the Goethe-Institut is to be used proportionately and visibly in all the printed and online materials issued by the North South University when announcing the course internally.

§ 8 Liability

- 1) The contractual parties will execute the services and tasks taken over within the framework of the cooperation appropriately, to the best of knowledge and under consideration of the state of the science.
- 2) For damages caused during the implementation of this cooperation agreement, the contractual party that can be aligned to the cause of damage shall be liable.
- 3) The contractual parties are only liable for compensation for damage in the case of intentional or gross negligence. This liability limitation does not apply for damage from the violation of life, the body or health, which are based on a deliberate or negligent breach of duty.

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§ 9 Communication and Public Relation

The contractual parties agree to point out the joint cooperation in all public relation materials as well as in interviews, speeches and so on, where possible with the logos of the contractual parties. The logo of contractual party may only be used for a concrete case with prior approval. Communication and Public Relation are to be coordinated closely.

§ 10 Nondisclosure and Confidentiality

The contractual parties commit to confidentiality in all matters of official and/or confidential character towards everybody even beyond the duration of cooperation.

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§ 11 Final clauses

- (1) Oral subsidiary agreements to this contract do not exist.
- (2) Any claim or controversy arising out of this contract must be in written form. Oral subsidiary arrangements do not exist.
- (3) If particular treaty provision are invalid, the remaining provisions shall remain valid. The invalid provision shall be replaced by effective ones as closely as possible in their practical and economic results to the former, invalid provisions.
- (4) This contract is applicable under Bangladeshi law.
- (5) Place of jurisdiction is Dhaka.

Dhaka, 06.02.2021

Dr. Kirsten Hackenbroch
Director
Goethe-Institut

Professor Atiqul Islam
Vice-Chancellor
Bangladesh North South University

Goethe-Institut Bangladesh

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