Consultant Contract

between

Kühne Logistics University gGmbH
Großer Grasbrook 17
20457 Hamburg - hereafter named „KLU“ -

and

- hereafter named “Consultant” -

§ 1 Subject Matter of Agreement
This agreement shall establish a cooperation between the Consultant and KLU existing under the regulatory and economic framework.

§ 2 Consulting Services and Obligations
2.1. Subject to terms and conditions of this Agreement, the Consultant agrees to perform services in promoting KLU’s programs in that the Consultant advises international prospective students on its programs, and provides information on KLU and the requirements of the programs by referring exclusively to the material provided by KLU. Prospective students must receive transparent information on tuition fees and other associated fees and must not be misadvised in visa regulations, living expenses or obtaining work permits in Germany. The application process as well as the payment of the application fee and other fees must be completed directly by the prospective student.

2.2. It is expressly understood that the Consultant has an obligation to use exclusively KLU materials for marketing activities. Should the Consultant plan to design co-branded marketing material, KLU shall provide the Consultant with the official KLU logo. The Consultant shall submit any co-branded material for approval before using it for any purpose or activity.

2.3. The Consultant must not subcontract the performance of any consulting obligations under this Agreement without the prior written consent and approval of KLU, which may be withheld by KLU at its absolute discretion. Notwithstanding any subcontract, the Consultant remains fully responsible for performing the obligations under the terms and conditions of this Agreement.
§ 3 University Obligations

KLU shall inform the Consultant regarding current degree programs on offer and any changes to them or their respective profiles of requirements which may have a direct impact on consulting prospective students or parents. KLU shall provide up-to-date marketing, promotional and other materials to the Consultant and remain at the Consultant’s disposal for additional questions that might arise during the cooperation.

§ 4 Confidentiality & Data Protection Policy

4.1. The Consultant is required to maintain confidentiality regarding any and all knowledge of information and transactions at KLU the Consultant shall encounter in carrying out their services or in any other duty.

4.2. The Consultant shall maintain confidentiality regarding all terms of this Agreement, in particular the commission structure.

4.3. KLU shall access and use personal data only to the extent disclosure is necessary for due and proper performance of the terms and conditions of the Agreement. The Consultant is obliged to ensure compliance with all relevant data protection regulations. With respect to each prospective student to be recruited, the Consultant will seek explicit written consent to transmit the prospective student’s personal data to KLU and to have this data recorded and processed by the KLU. The Consultant will furthermore advise the prospective student that he or she is entitled to revoke his or her consent at any time.

§ 5 Commission

5.1. The commission structure is only applicable for students who a) have been placed directly and provably to KLU by the Consultant, b) who have paid the application and tuition fees directly to KLU, c) who are enrolled in a program at date of payment and have not withdrawn from the program prior to the census date. KLU will pay a commission of 15% of the first year’s tuition fees for any full-paying, full-time student enrolled in a Foundation, Undergraduate (bachelor’s) or Postgraduate (master’s/MBA) program. Should the tuition fees include any discount, the Consultant’s commission is deducted at the same rate. All commission payments made to the Consultant include VAT.

5.2. KLU shall pay the commission no later than 30 days after receiving the invoice – after the student has paid the first semester’s tuition fees. KLU reserves the right to cancel a program due to reasons beyond the control of KLU or due to insufficient enrollments. In this case, no commission will be paid for the program concerned.

5.3. The census date for each year is 31 August.
§ 6 Invoicing

Commission invoices shall be invoiced two weeks after census date and shall be sent as a PDF-document to study@the-klu.org. The invoice letter head must display the following billing address or will not be processed: Kühne Logistics University, Großer Grasbrook 17, 20457 Hamburg, Germany

§ 7 Termination

Both parties reserve the right to terminate this agreement without giving reasons within a three months’ notice in writing. If the Consultant has acted improperly or unlawfully or is in breach of any terms of this Agreement, KLU reserves the right to terminate this Agreement immediately. Upon termination, the Consultant will cease to use any promotional or other material from KLU. The Agreement is valid until 01.09.2020 and may be extended before any time if both parties agree.

§ 8 Indemnification

The Consultant indemnifies KLU against all expenses, losses, damages and costs as a result, whether directly or indirectly, of any breach of this Agreement by the Consultant or of any contravention by the Consultant of a law, regulation, rule or practice in place. The Consultant will not make any claim or commence any action to recover any expense incurred by the Consultant on behalf of KLU without prior written consent of KLU to cover the expense.

§ 9 Other Agreements

9.1. Changes and additions to this Agreement must be submitted in written form unless otherwise stated in the terms and conditions of this Agreement.

9.2. The place of performance and exclusive place of jurisdiction for all claims derived from and pertaining to this Agreement is Hamburg. The Agreement is subject exclusively to German law.