



A G R E E M E N T

University of Strathclyde, Scotland

and

University of Tehran, Iran

for

Cooperation on Graduate Programs

January, 2004

Cooperation on Graduate Programs

between

- a. **University of Tehran (UT), Iran, and**
- b. **University of Strathclyde (UOS), Scotland.**

1. UNDERSTANDINGS

In reference to the memorandum of understanding signed between Petropars Gas Knowledge Institute, UOS, and UT dated April 15, 2003, UT and UOS now agree to jointly collaborate in the delivery of Master of Science program in the area of Process Engineering and Management, in the first instance and other related programs when deemed appropriate by the two institutions:

- 1.1 The program delivery totals (3) three years. All three years are delivered jointly by UT and UOS at UT.
- 1.2 UT Faculty of Engineering will, through separate entrance exam (i.e., exam apart from Iranian national college entrance exam), accept students for the joint program. The examination material will be set in conjunction with UOS. The applications will be processed at UT Faculty of Engineering and they should meet all of the general requirements of the UT and UOS entrance qualifications.
- 1.3 Students will register at UT, and at UOS before their places are confirmed on the programme. Student details will be supplied to UOS within four weeks of the entrance examination
- 1.4 By mutual agreement, staff from UT will visit the UOS for a period agreed upon to assist in gaining knowledge and understanding of each Institution's teaching methods and practices. The cost of such visits will be met by UT. In such visits UOS will be responsible for sending invitations to UT staff and for providing suitable access to university facilities, as appropriate.
- 1.5 By mutual agreement, staff from UOS will visit the Faculty of Engineering at UT for a period agreed upon to assist in gaining knowledge and understanding of each Institution's teaching methods and practices. The cost of such visits will be met by UOS. In such visits UT will be responsible for sending invitations to UOS staff and for providing suitable access to university facilities, as appropriate.
- 1.6 Changes to the courses and regulations must be approved by UOS in consultation with UT.

- 1.7 UT will operate a first level Academic Appeal system. Students will have a further right of appeal to the Appeals Procedures of the UOS.

2. RESPONSIBILITIES

2.1 JOINT RESPONSIBILITIES

- 2.1.1 Agree division of teaching duties
- 2.1.2 Supervising the Final project / thesis
- 2.1.3 Collaborate on assignment and exam assessment
- 2.1.4 Review course material
- 2.1.5 Review appropriate new module material
- 2.1.6 Annual review of the program
- 2.1.7 Operate a final entrance selection procedure

2.2 UT

- 2.2.1 Support marketing and advertising of the program in Iran.
- 2.2.2 Recruitment of students for the program.
- 2.2.3 Verifying the academic credentials, good character, and background of each student.
- 2.2.4 Apply for the approval of the joint programs to all appropriate Iranian Government Departments.
- 2.2.5 Arrange airport pickup, and temporary accommodation for the staff of UOS in Iran. The relevant fees for accommodation to be paid by UT.
- 2.2.6 Assess the students using agreed procedures.
- 2.2.7 Operate examination boards jointly with UOS.
- 2.2.8 Provide UOS with an annual report for monitoring of continuing quality improvement by 30 September. The report will include the following areas:
 - 2.2.8.1 Course review
 - 2.2.8.2 Student performance
 - 2.2.8.3 Profile of staff associated with the course
 - 2.2.8.4 Feedback from students
 - 2.2.8.5 Response to External Examiners' report

2.3 UOS

- 2.3.1 Provide reading materials and references for all of the courses, which is equivalent to the program delivered by UOS.
- 2.3.2 Set all the examinations and assignment requirements.
- 2.3.3 Set out the schedule of the program of study.
- 2.3.4 Arrange the travel schedule for the staff of the UOS as set out in the course proposal.

- 2.3.5 Advise UT to ensure parity in subject content, reading materials, and assessment with the equivalent stages of the program at UOS.
- 2.3.6 Provide access to the electronic library of UOS.
- 2.3.7 Appoint External Examiners.
- 2.3.8 Award a degree of MSc in Process Technology & Management to students who have met the requirements of the degree program. They will also receive an award from UT.
- 2.3.9 Participate as requested in any awards ceremony organized by UT.
- 2.3.10 Provide any relevant documentation to UK Government Departments advising of the program and the cooperation between UT and UOS.

3. RECRUITMENT NUMBERS

UT and UOS will mutually agree upon a number of students that the two institutions have the capacity to service within this arrangement that is in line with normal academic levels and standards of each institution.

4. FEES

- 4.1. The program fees will be set by UOS at the time of enrolment at UT.
- 4.2. A table of cost analysis and sharing of the costs between the two institutions will be prepared for inclusion in this Agreement.

5. DURATION OF AGREEMENT

This agreement comes into effect on the date that is signed by the two Parties. The parties agree that this agreement shall run from the date of signing for five years and is renewable annually subject to mutual consent.

6. TERMINATION

- 6.1 This agreement may be terminated at any time upon mutual consent expressed in writing or by any Party hereto upon giving 60 days written notice of such termination to the other party. The two parties, UT and UOS, upon the termination of this agreement, shall continue to carry out their responsibilities in relation to the students currently enrolled under the auspices of the program as stipulated in this agreement.
- 6.2 UOS is permitted to terminate this agreement for any significant breach of the agreement, such as:

- 6.2.1 If any annual review provided, indicates a decline in the standard of the operation or delivery of the course which it feels can not be sufficiently rectified in an appropriate timetable by UT.
- 6.2.2 If the details of the course proposal are deviated from to such an extent that the UOS would no longer wish to validate such a course.
- 6.2.3 Deviations from other matters detailed in this agreement such as, but not exclusively, arrangements for health and safety and equal opportunities.

7. FORCE MAJEURE

The parties shall not be responsible for any failure or delay in the performance of any obligation caused by circumstances beyond their control such as disease, flood, fire, earthquake, war or public enemy. Both parties agree to provide appropriate solution to the students enrolled in the event of the instance of such events.

8. RESOLUTION OF DISPUTES

The Parties record their intention that, if any dispute or difference arises out of or in relation to this agreement, it will be resolved in a spirit of good faith and on a commercially realistic basis by negotiation.

9. CONTACT BETWEEN INSTITUTIONS

Associate Professor Mohammad Mehdi Montazer Rahmati, the course director of UT, and Mr. Brian Dickson, the course director of UOS, will be the main points of contact as regards course administration.

10. INTELLECTUAL PROPERTY RIGHTS

It has been agreed that each party shall respect the existing intellectual property rights of the other part as these pertain to the operation of the course. The UOS retains all copyrights and other intellectual property rights with regard to the annual and external examiners reports. If UT wishes to use these materials, permission must be sought and granted from the UOS.

11. APPLICABLE LAW

This agreement shall be governed by the laws of Scotland. Any dispute arising from this agreement or its terms shall be subject to the exclusive jurisdiction of the Scottish courts.

12. SEVERANCE TERMS

In the event of any terms of this agreement being found to be invalid, the remainder of the terms will retain in full force and effect.

13. LIMITATION OF LIABILITY

This agreement is solely one of the validation of a single course. UOS therefore, accepts no liability should the course fail to be delivered by UT in its entirety, or in the nature that is set out in the course proposal. Also, no liability is accepted for the actions of students on the course or for those of the staff of UT, or UT itself.

EXECUTED AS AN AGREEMENT

Signed on 16 Day of March, 2004



M. Nili Ahmadabadi
Dean, Faculty of Engineering
University of Tehran



Professor A. Hamnett
Principal & Vice-Chancellor
University of Strathclyde

