

A G R E E M E N T

**Edinburgh Business School
Heriot-Watt University
Scotland**

and

**University College of Engineering
University of Tehran
Iran**

for

Cooperation on Graduate Programs

December 2005

Cooperation on Graduate Programs
between
University College of Engineering (UT), Iran,
and
Edinburgh Business School (EBS), Scotland

Memorandum of Understanding
Subject to Contract

1. UNDERSTANDINGS

UT and EBS now agree to collaborate in the delivery of a Masters level program in the area of MBA, in the first instance, and other related programs when deemed appropriate by the two universities:

- 1.1 The program delivery totals (2) two years.
- 1.2 UT Faculty of Engineering will, through separate entrance exam (i.e. exam apart from Iranian national college entrance exam), recruit applicants for this program. The applications will be processed in the first instance at UT Faculty of Engineering and should meet all of the general requirements of the UT and EBS entrance qualifications. EBS reserves the right to reject applicants who do not meet their entry requirements.
- 1.3 Students will register at UT and student details (including personal details such as name, home address and contact numbers) will be supplied to EBS within four weeks of registration. Students will be supplied with terms and conditions of the program to ensure that they have a full understanding of its operation and the roles of the parties.
- 1.4 Each matriculated student will take courses of this program at both UT and EBS. UT will offer courses in three MBA subject areas in Farsi. EBS offers courses in six MBA subject areas out of which three subject areas are covered in Iran as arranged via the EBS Learning partner ICTEC, and three are delivered on campus in Edinburgh at EBS.
- 1.5 The 3 courses taught and assessed by UT, referred to in clause 1.4, will require prior approval by EBS in order to count as exemptions or credit transfers towards the MBA degree.
- 1.6 Upon completion of all the course works in the nine subject areas and meeting all requirements for graduation, students will be awarded the MBA degree by Heriot-Watt University.
- 1.7 Those students who continue the program in UT and successfully finish all course works related to **five** MBA subject areas and Master thesis, will be awarded an MBA degree by University of Tehran.
- 1.8 By mutual agreement, academic staff from UT will visit EBS for a period agreed upon to assist in gaining knowledge and understanding of each University's teaching methods and practices. The cost of

such visits will be met by UT. In such visits EBS will be responsible for sending invitations to UT staff and for providing suitable access to university facilities, as appropriate.

- 1.9 By mutual agreement, academic staff from EBS will visit the Faculty of Engineering at UT for a period agreed upon to assist in gaining knowledge and understanding of each University's teaching methods and practices. The cost of such visits will be met by EBS. In such visits UT will be responsible for sending invitations to EBS staff and for providing suitable access to university facilities, as appropriate.
- 1.10 Changes to the courses and regulations must be approved by EBS and UT.

2. RESPONSIBILITIES

2.1 JOINT RESPONSIBILITIES

- 2.1.1 Agree division of teaching duties
- 2.1.2 Review course material
- 2.1.3 Review appropriate new course material
- 2.1.4 Annual review of the program
- 2.1.5 Operate a final entrance selection procedure

2.2 UT

- 2.2.1 Support marketing and advertising of the program in Iran.
- 2.2.2 Recruit applicants for the program.
- 2.2.3 Verify the academic credentials, good character, and background of each applicant.
- 2.2.4 Apply for the approval of the program to all appropriate Iranian Government Departments.
- 2.2.5 Arrange airport pickup and temporary accommodation for the staff of EBS in Tehran.
- 2.2.6 Assess the students using agreed procedures.

2.3 EBS

- 2.3.1 Arrange the travel schedule for the staff of EBS as set out in the course proposal, to be mutually agreed, and if deemed necessary by both parties.
- 2.3.2 Provide access to the electronic library of EBS MBA materials.
- 2.3.3 Grant an MBA degree through Heriot-Watt University to students who have met the requirements of the MBA degree program.
- 2.3.4 Participate as reasonably requested in any awards ceremony organized by UT.
- 2.3.5 Provide any relevant documentation to UK Government Departments advising of the program and the co-operation between UT and EBS.

3. RECRUITMENT NUMBERS

UT and EBS will mutually agree upon a number of students that the two universities 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 mutually agreed by the parties prior to the marketing launch of the program.
- 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

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 EBS, 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.

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 before the instance of such happens.

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. 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.

10. 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.

EXEESSED AS AN AGREEMENT

Signed on 20th December 2005



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Mohsen S Amalnik
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Department of Industrial Engineering
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University of Tehran

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Professor Charles M Brown
Director
Edinburgh Business School
Heriot-Watt University