Agreement

For

COLLABORATION

Between

BRITISH AMERICAN UNIVERSITY

FLORIDA, USA

www.bau-edu.us baversity@gmail.com President@bau-edu.us

&

ISLAMIC NATIONS SPECIALISTS AND CONSULTANTS ORGANIZATIONS(INSCO)

TEHRAN, IRAN

www.worldinsco.ir

worldinsco@gmail.com –info@worldinsco.ir

JANUARY, 2025

Agreement

This Agreement made and entered into at Florida, USA this 26th day of January, 2025 between the **British American University (BAU)** established under the Laws of Florida, USA (hereinafter referred to as "The University"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include the University's heirs, legal representatives, executors, administrators, successors and assigns) of the ONE PART and the **Islamic Nations Specialists and Consultants Organizations (INSCO)** established under the Laws of Iran (hereinafter referred to as "The Affiliate") which expression shall, unless repugnant to the context or meaning thereof, be deemed to include the Affiliate's heirs, legal representatives, executors, administrators, successors and assigns) of the OTHER PART

WHEREAS:

The University holding the authority from the government of Florida, USA, to operate as an educational institution in the United States of America or elsewhere desires to expand the facilities for resident instructions in order to cater for potential students who want a structured academic program from the Affiliate; and the Affiliate is willing to provide teaching and learning facilities and to run the University's programs under the terms and conditions hereinafter set forth,

The Affiliate is holding the authority from the Government of Iran to operate as an educational institution in Iran or elsewhere and hence the Affiliate wishes to undertake to offer training for the purpose of the graduates earning academic or professional qualifications of the University.

The University and the Affiliate have therefore agreed to collaborate/cooperate with the major objective of providing sound qualitative educational opportunities for domestic and overseas students; and for the benefits of both Parties jointly and severally within the Laws guiding the practice of education in Florida, United States of America.

THEREFORE, based upon the foregoing and the Covenants and Agreements set forth below, it is hereby agreed between the Parties as follows:

1 **Grant of Authority**

1.1 Upon signing of this Agreement by both Parties, the Affiliate will be officially registered as an ***approved Affiliate*** of the University for Resident Study Programs in the domain of the Affiliate or other places where the Affiliate has adequate representation; After the conclusion of this memorandum, INSCO's documents, certificates, and educational and research courses will be approved by the university, and in return, the university's documents will be approved by INSCO.

2. **Student Enrollment**

2.1 Student within the Affiliate's scope of authority registering with the University shall complete an Application packet or form and submit same to the University through the Affiliate. All applicants seeking credit transfer based on previous studies at the Affiliate or other mutually recognized Institutions shall submit to the University through the Affiliate as part of the initial Application procedure,

2.2 The University shall provide each student with an official written official letter of acceptance (Admission Letter),

2.3 Under this Agreement, the Affiliate shall conduct all Training and Examinations; prepare all results/Mark Sheets and carry out all necessary activities identical to academic and/or professional operations of the University within the domain of the Affiliate;

2.5 The Affiliate shall report every student's scores to the University at the end of each subject's examination;

2.6 The Affiliate shall collect admission form fee as mutually agreed from students at the Affiliate and remit to the University on the basis of the agreed sharing ratio between both Parties,

2.7 The Affiliate shall compile the list of graduates that successfully completed their education at the Affiliate and forward same to the University for Certification, and

2.8 The Affiliate shall collect certification fee from students and remit same to the University at an appropriate time.

3. **Term of Agreement**

3.1 This Agreement will commence on the date it is signed by both Parties and continue for five(5) years or sessions subject to termination in accordance with this Agreement,

3.2 Both Parties hereby agree to maintain the highest academic standards in the Implementation of this Agreement, and

3.3 Both Parties hereby agree that the Affiliate shall be the sole Representative of the University in the domain of the Affiliate. Other applications to the University from the domain of the Affiliate shall be directed to the Affiliate by the University so as to protect the integrity and sanctity of the University's programs

4. **Advanced Standing –** at the University

4.1 The Affiliate may refer candidates with O/L GCE or equivalent qualifications for admission into the Degree Foundation programs (DFP) of the University,

4.2 The Affiliate may refer candidates with the University's DFP Certificate, National Diploma (ND), National Certificate of Education (NCE), A/L GCE or equivalent professional qualifications for **Direct Admission** towards Bachelor's Degree programs of the University,

4.3 The Affiliate may refer candidates with Higher National Diploma (HND) and Bachelor's degree in related disciplines or equivalent professional qualifications for possible **degree conversion** programs towards Bachelor's Degree programs of the University,

4.4 The Affiliate may refer candidates with Higher National Diploma (HND), Bachelor's degree in related disciplines or equivalent professional qualifications for admission into **Master's degree** programs of the University,

4.5 The Affiliate may develop curricula for the consideration of the University; once such curricula are considered and approved by the University, they become the DIRECT programs of the University,

4.6 Students who enroll at the University pursuant to this Agreement will satisfy the University's course requirements by completing the total number of modules required on various approved University courses or programs,

4.7 The University shall charge the students from the Affiliate the same course fees as announced in the University Catalog from time to time; other financial terms and conditions, and scholarship/financial assistance of the University apply to all students whether they are On-Campus or Off-Campus,

4.8 The sharing ratio between both Parties pursuance to this Agreement is 30:70 between the University and the Affiliate respectively,

4.9 The Affiliate shall at all times maintain the high educational standards established by the University and conduct its programs in compliance with the policies and procedures promulgated by the University from time to time,

4.10 The Affiliate shall be responsible for teaching, training, research supervision of all approved courses offered as part of the residence programs,

4.11 Both Parties individually or collectively may supply textbooks, Journals and other forms of study aids/materials to the students studying at the Affiliate; textbooks and materials costs are not included in the tuition fees and must be paid by student when supplied,

4.12 The Affiliate offered programs are limited to the University's approved programs' list.

4.13 The University shall process students' graduation and issue graduation certificates and transcripts to students, who successfully completed all academic requirements and paid all accrued tuition fees,

4.14 The University shall further keep the Affiliate appraised of all policies and procedures promulgated from time to time in order to maintain the high educational standards required by the University,

4.15 The University shall appoint deserving academic and professional members of the Affiliate as lecturers and professors based on the University's criteria; official University appointment letters of the University shall be issued to such deserving staff of the Affiliate.

5. **Conduct of Examinations**

5.1 Unless otherwise agreed by both Parties, the University shall supply curricula to the Affiliate in respect of all programs and the Affiliate shall adopt the curricula supplied by the University in all programs,

5.2 Both Parties agreed that all question papers shall be moderated and approved by the University prior to the commencement of any semester examination,

5.3 The Affiliate shall report all cases of examination malpractices to the University for Appropriate Actions in accordance with the rules and regulations of the University.

6 **Marketing and Publicity**

6.1 The Affiliate may engage in local and international advertising and may refer to itself as an Affiliate of the University using the University's logo, trademark, name, and/or any other marketing collateral of the University in advertisement or promotion relating to the University or its programs,

6.2 All expenses incurred with respect to local, regional or International Advertising by the Affiliate shall be the sole cost and responsibility of the Affiliate,

6.3 The University shall support the Affiliate to market the courses and advanced standing arrangements set out in this Agreement to suitably qualified students enrolled in the Approved Affiliate Course by providing the Affiliate with course information for inclusion in the Affiliate's course information materials and website. Any other form of assistance or collaborative marketing could be discussed on the need basis, and

6.4 Both Parties shall collaborate or cooperate to market this Agreement to prospective candidates in various localities.

7 **Review of the Agreement and Ongoing Liaison**

7.1 Both Parties agree that he operations of this Agreement shall be reviewed every five (5) years, and it may be extended for as long as the Parties wish to collaborate/cooperate in business, and

7.2 The Parties to this Agreement or their appointed delegate(s) shall have regular meetings at least once a year to arrange all affairs related to the running of, and decision making in respect of, this Agreement and manage its overall administration and coordination.

8 Amendment of the Agreement

8.1 This Agreement constitutes the entire Agreement between the Parties and may only be varied by further written Agreement of the Parties.

9 Termination of the Agreement

9.1 The term of this Agreement shall commence as of the date it is signed by the Representatives of both the University and the Affiliate, and shall continue for a period of five (5) years, unless sooner terminated as hereinafter provided. If not sooner terminated, thereafter the term of this Agreement may be extended upon the mutual agreement of the Parties hereto set forth in writing at least sixty days (60) prior to the fifth anniversary hereof,

9.2 This Agreement may be terminated, by either Party, providing ninety (90) days' notice in writing,

9.3 A Party may by written notice immediately terminate this Agreement if the other Party is in breach of any terms of this Agreement and the breach is not remedied within thirty days of a notice from the complaining Party specifying the breach and requiring its remedy. The termination will be without prejudice to any right of action or remedy which has accrued or may accrue to any Party,

9.4 If the Agreement is terminated by either Party, or it expires, both Parties will cease advertising and promoting the Arrangements under the Agreement,

9.5 If this Agreement is terminated for any reason by either Party, the University will allow any student, who has been accepted into the University's course to complete it under the terms of this Agreement; the Affiliate shall take all actions necessary or appropriate to insure that all students currently enrolled in its resident programs shall have the opportunity to complete their contracted degree programs. The Affiliate

shall, to the best of her ability, bring about a complete and effective transfer of all students to the University in order to provide an opportunity for said students to complete the required courses under their degree programs.

9.6 Upon termination of this Agreement for whatever reason, the Affiliate shall return to the University all materials, stationery, forms, Catalogs and other matters relating to the University program, in its possession at the time of such termination, and

9.7 This clause survives the termination of this Agreement.

10 **Indemnity**

10.1 Each Party shall indemnify and keep the other Party indemnified from and against all claims and actions arising from any negligent act or omission on the part of the first mentioned Party or its employees, agents, contractors or consultants in connection with this Agreement; each of the Parties hereto covenants and agrees to maintain their respective financial obligations on a current basis,

10.2 The Affiliate hereby agrees to indemnify, defend and hold harmless the University from and against all claims, demands, suits, costs and expenses, including attorney's fees, in connection with or arising out of the operations of the resident program conducted by the Affiliate,

10.3 In the event that the Affiliate becomes a Party to any litigation in which the University is named as a Party, the University may retain its own counsel to represent it, at the sole cost and expense of the Affiliate, and

10.4 The indemnity given under this clause shall survive the termination or expiration of this Agreement.

11 **Relationship of Parties**

11.1 The Parties record that it is not their intention that this Agreement creates any partnership, agency or other relationship between them under which either Party might be deemed responsible for the acts or omissions of the other Party and this Agreement should not be construed so as to render the Parties liable as partners,

11.2 Notwithstanding anything in this Agreement, a Party shall at no time underwrite or guarantee or be in any way directly or indirectly responsible or deemed to be responsible for all or any of the debts, liabilities or obligations incurred by the other Party from time to time,

11.3 The University and the Affiliate are each independent contractors. They are not and shall not be considered as joint ventures. Neither shall they have the authority to bind or obligate the other except as expressly set forth herein, and

11.4 Except as otherwise provided herein, neither Party to this Agreement shall have the authority to hire, fire or direct any employees of the other, and neither is responsible for the collection, withholding or payment of any taxes for the other.

12 Intellectual Property

12.1 The ownership of intellectual property which exists prior to the commencement of this Agreement shall not be altered or transferred or assigned merely by virtue of its use for the purposes of this Agreement,

12.2 Intellectual property in material developed or produced independently by a Party shall vest in that Party, and

12.3 Each Party warrants that: (a) All material developed or produced under this Agreement will not infringe on the intellectual property of third Parties and to the best of its knowledge the information will not be defamatory or breach any confidentiality undertaking; and (b) Any intellectual property used by a Party in connection with this Agreement is the sole property of that Party or the Party is otherwise legally entitled to use such intellectual property for the purposes of this Agreement.

13 General

13.1 Any provisions of this Agreement which are held to be illegal or otherwise in conflict with any law, statute or regulation shall be deemed to be severed from the remainder of the Agreement and the validity of the remaining provisions shall not be affected,

13.2 Neither Party must make any misleading or false representations or statements.

13.3 Each Party warrants that it has the power and authority to enter into this Agreement and that entry into this Agreement does not breach any existing contractual undertaking,

13.4 The Affiliate's rights, duties and obligations under this Agreement may not be assigned without the prior written agreement of the University. Such agreement to assignment by the University shall be expressly contingent upon the assignee complying with the provisions of this Agreement and the said assignee further agreeing in writing to assume all the Affiliate's obligations both to the University and all students enrolled at the Affiliate,

13.5 All notices required to be given under this Agreement shall be in writing sent to the address of the Party as set out in this Agreement or such other address as a Party may designate by notice given in accordance with this clause. Any notice may be delivered by post, confirmed email or facsimile and shall be deemed to have been served by post eight days after posting and by confirmed email or facsimile on the day of transmission provided that the sender receives an "ok" (or any other relevant code) in respect of the transmission,

13.6 The headings of this Agreement are inserted for convenience of reference only and are not to be used in construing or interpreting any other provisions of this Agreement,

13.7 All of the terms and provisions of this Agreements shall be binding upon to the benefit of and be enforceable by the parties hereto and their legal representatives, successors and assigns,

13.8 A waiver by one or more of the Parties hereto of any breach of this Agreement of the representations or warranties contained herein, or of any rights arising here-under, shall not constitute a waiver of any other breach or of any other right,

13.9 Words of any gender used in this Agreement shall be held to include any other gender, any words in the singular shall be held to include the plural, and vice versa, in any place in which the context so requires,

13.10 This agreement sets forth the entire agreement between the University and the Affiliate with respect to the subject matter of this Agreement and supersedes any prior negotiations, commitments and agreements, expressed or implied, whether oral or in writing, with respect to the subject matter of this Agreement which may only be changed or modified by an Agreement in writing, signed by both Parties

13.11 All student records, courses, curricula, faculty and any and all other records of the University are held in the strictest of confidants; all electronic data, meetings and minutes between the University and the Affiliate shall be held in anonymity. Student information is never to be released to any party for any reason,

13.12 This Agreement shall be construed and governed in accordance with the laws of the State of Florida, United States of America.

Signed for and on behalf of the **Islamic Nations Specialists and Consultants Organizations**, Iran, by:

Dr. Mohammad Sajjad Dehnavi

Founder/President of INSCO and

The Cathedral University, Iran.

January 26, 2025

Signed for and on behalf of the **British American University (BAU)**, USA, by:

Prof.(Dr.) Muhammad Omolaja

President/Chairman of Council,

British American University,

Florida, USA.

January 26, 2025