

Dated August 9, 199 6

MODERN COLLEGE OF BUSINESS AND SCIENCE

and

UNIVERSITY OF MISSOURI - ST. LOUIS

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ACADEMIC

AFFILIATION AGREEMENT

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**THIS AGREEMENT** is made this 9th day of August 199 6

**BETWEEN**

1. MODERN COLLEGE OF BUSINESS AND SCIENCE (MCBS) of P.O.Box 324, Azaiba, Postal Code 130, Sultanate of Oman ("**First Party**"), represented for the purposes hereof by DR. MUNEEB AL-MASKERY duly authorized in that behalf.
2. University of Missouri, St.Louis (UM-St.Louis) 8001 Natural Bridge Road, St.Louis, Missouri 63121 - 4499 U.S.A. ("**Second Party**"), represented for the purposes hereof by DR. JOEL GLASSMAN duly authorized in that behalf.

**WHEREAS THE PARTIES HAVE AGREED AS FOLLOWS:-**

**1. DEFINITIONS**

"**MINISTRY**" shall mean the Ministry of Higher Education.

"**AGREEMENT**" shall mean this Academic Affiliation Agreement.

"**COLLEGE**" shall mean the College that is being established by the First Party, and for which the Second Party will provide the Services;

"**QUALIFICATION**" shall mean the Associate Degree/Certificate issued by the First Party and approved by the Second Party given to the students graduating from the College;

"**SERVICES**" shall mean the scope of services to be provided by the Second Party, as defined in Clause 2 of this Agreement;

"**STUDENTS**" shall mean the students who attend the College;

"**FOREIGN HIGHER EDUCATION INSTITUTE**" shall mean the Second Party.

## 2. AREAS OF CO-OPERATION

The University of Missouri-St. Louis and the Modern College of Business and Science of Muscat, Oman, believing academic cooperation to be of mutual benefit and to the development of understanding between our people hereby enter into an agreement to establish an affiliation between the University of Missouri-St. Louis and the Modern College of Business and Science of Oman that is being developed by Interactive Consultants. This affiliation will develop through the following goals and activities:

- a) Cooperation between the University and MCBS will be coordinated by the Center for International Studies at UM-St. Louis, and Interactive Consultants.
- b) *Initially* MCBS in Oman will develop programs in Business Administration, Computer Science and Economics. Programs will be developed both to prepare students for transfer to baccalaureate programs and for terminal training programs.
- c) The University will work with the administration of MCBS in Oman to create an educational and training program of the highest quality.
- d) The University will assist in curriculum development, recruitment of staff, faculty development, development of technical and administrative services, the provision of student services, and other mutually agreed upon areas of cooperation.
- e) The University and the Modern College of Business and Science will establish criteria for certifying the quality of education at the MCBS.
- f) Through consultation the University and the Modern College of Business and Science will develop an evaluation and assessment scheme that will demonstrate the contribution of the College to the educational needs of Oman.
- g) The University will assist in evaluating and monitoring the quality of MCBS in the preparation of the graduates of MCBS in an effort to assure that those graduates are sufficiently prepared to continue their studies in four year baccalaureate programs in the United States.

## 3. SCOPE OF SERVICES

3.1 The University of Missouri-St. Louis, in consultation with Modern College of Business and Science shall provide the following services:

- a) All activities mentioned above in Section 2 "Areas of Co-operation";
- b) The University and the administration of the MCBS will develop an articulation plan that will provide some assurance that graduates of the MCBS have achieved a level of academic preparation suitable for admission to baccalaureate degree programs at UM-St. Louis and will determine which courses will be acceptable for transfer. Course credit for courses completed at the MCBS will be accepted by UM-St. Louis only in courses where grade C or better was earned. UM-St. Louis agrees

to accept for undergraduate admission those graduates of MCBS whose grade point average is a grade of C or better and who present a TOEFL score of 500 or above.

- 3.2 The University of Missouri - St. Louis shall render the Services to the MCBS as an independent consultant and in an advisory capacity and the collaboration and association between the parties in accordance with the terms of this Agreement shall not constitute a financial partnership.
- 3.3 The University of Missouri - St. Louis undertakes to apply its relevant knowledge and organizational experience in accordance with the highest standards of educational institutions and academic community.
- 3.4 All of the above services are mutually agreed upon between University of Missouri - St. Louis and Modern College of Business and Science. There will be close coordination and consultations between two parties in delivering the above services in order to maintain mutual interests.

#### **4. UNDERTAKINGS**

- 4.1 In addition to the scope of services mentioned in article 3, the University of Missouri hereby undertakes:
  - a) In the event of termination of this Agreement by the First Party for any of the reasons specified in Article 7, the University agrees to grant undergraduate admission to students who attended the MCBS during the duration of this Affiliation Agreement and who satisfactorily meet all University admission requirements. For such students granted undergraduate admission by UM - St. Louis, course credit for courses completed at the MCBS will be accepted by UM - St. Louis in courses where a grade of C or better was earned.
- 4.2 The Modern College of Business and Science hereby undertakes:
  - a) To develop the College to a standard capable of achieving the aims of this Agreement;
  - b) To maintain the level of education at the College as will be mutually determined with University of Missouri - St. Louis;
  - c) To use all reasonable efforts to provide appropriate educational facilities and to recruit qualified teaching staff for the College, that are mutually approved with the University of Missouri - St. Louis.

## 5. COSTS AND FEES

- 5.1 The cost of all activities under this affiliation agreement will be borne by MCBS. A specific plan of activities to carry out the objectives of the affiliation agreement and the costs of these activities will be negotiated each year by the Director of the Center for International Studies and the Dean of the Modern College of Business and Science.
- 5.2 MCBS shall make payment to the University in U.S. Dollars within thirty (30) days after receipt of an itemized statement from the University.
- 5.3 The University of Missouri-St. Louis, through this Affiliation Agreement, seeks to assist Modern College of Business and Science of Oman. The University accepts no financial responsibility for the MCBS.

## 6. TERM

This affiliation agreement becomes effective on the date of signature by both parties. It is renewed automatically on July 1 each year, unless one party gives notice six months in advance. The agreement may only be terminated, by either party at the end of an academic year. For this purpose the responsible parties will be the Dean, MCBS and the Chancellor, University of Missouri-St. Louis.

## 7. TERMINATION

Notwithstanding the term of Article 6, this Agreement may be terminated:

1. Forthwith by either party hereto by notice to the other party if such other party:
  - a) is in breach of any of its obligation hereunder provided that notice of the breach has been given to the party in breach and such breach remain unremedied for three(3) months after the date on which notice is deemed to have been received or;
  - b) becomes insolvent and enters into liquidation whether compulsory or voluntary (save for the purpose of reconstruction or amalgamation without insolvency).
2. Notwithstanding the provision contained in Article 7 (1), if one party hereto fails to observe the terms and conditions of this Agreement or is prevented from performing its obligations here under by reason of force majeure (as defined in this Article) and such failure or prevention is of a temporary nature, it shall not provide grounds for termination by the other party, provided that where such failure persists for a continuous period of three (3) months either party may forth- with terminate the Agreement by notice to the other. The expression "force majeure" shall mean any event beyond the control of the parties hereto including but not limited to war, insurrection, riot, or civil commotion, earthquake, flood, fire or other labor difficulty, acts of Government or other administrative decision which have a direct and adverse effect on the implementation of this Agreement.

3. Termination of this Agreement for whatever reason shall be without prejudice to the rights of either party against the other which may have accrued up to and immediately prior to such termination.
4. Any termination of this Agreement must be formally intimated to the Ministry by the First Party.

## 8. CONFIDENTIALITY

It is agreed that certain information communicated between the parties under this Agreement may be of a proprietary or confidential nature. If so, the party transmitting such information shall mark it "Confidential". Both parties undertake to keep such marked information confidential to the same degree that they would if the information were their own proprietary or confidential information and agree not to disclose it to third parties except as required by applicable laws of their respective countries. Notwithstanding the foregoing, such information may be shared with the Ministry at the Ministry's request.

## 9. COMPLIANCE WITH THE LAW

The first party, as it is a local entity and established in the Sultanate of Oman agrees at all times to comply with the laws of the Sultanate of Oman, and in particular with Royal Decree 18/96 which regulates private colleges in Oman under the Ministry of Higher Education (herein referred to as the "the Ministry") and Ministerial Decree 9/96 issued by the Ministry.

## 10. ASSIGNMENT

The parties agree not to assign this Agreement without the prior written approval of the other party, which approval shall not be unreasonably withheld or delayed. Any assignment without the required prior written approval of the other party shall be null and void.

## 11. WAIVER

Any breach by either party of any its obligations hereunder may be waived by the other party in writing executed by such other party and expressly purporting to constitute a waiver of its rights with respect to such breach, provided that no such waiver shall preclude the party granting such waiver from requiring the fulfillment of any obligations set out herein at any other time with respect to such breach in the absence of a written waiver executed and delivered as provided in the preceding sentence.

## 12. ALTERATION

All additions, amendments and variation to this Agreement shall be binding only if in writing and signed by the duly authorized representatives of the parties. The first party would seek approval from the Ministry for any changes in the agreement before agreeing itself to those changes.

### **13. WHOLE AGREEMENT**

This Agreement contains the entire understanding of the parties and there are no provisions terms or conditions or obligations oral or written, express or implies other than those contained herein.

### **14. NOTICES**

All notices required to be given pursuant to the provisions of this Agreement shall be deemed to be satisfactory given for all purposes of this Agreement if given in the English language and delivered by hand or sent by facsimile or regularly scheduled airborne express courier service (where sent from one country to another) by one party at the address identified below:-

#### **Modern College of Business and Science**

For the attention of: Dr. Muneer Al-Maskery  
P.O.Box: 324, Azaiba  
Postal Code 130  
Sultanate of Oman

Tel: (968) 795660

Fax: (968) 795727

#### **University of Missouri - St. Louis**

For the attention of: Dr. Joel Glassman  
Centre for International Studies  
8001, Natural Bridge Road  
St. Louis, Missouri - 63121 - 4499

Tel: (001) 314-516-5755

Fax: (001) 314-516-6757

or at such other address and facsimile numbers as the parties may from time to time notify to each other in accordance with this Clause 13. Notices delivered by hand shall be deemed to have been served at the time of delivery. Notices sent by facsimile will be deemed delivered on the commencement of the addressee's first business day following the date of dispatch of the said fax (provided that a confirmed transmission report is received showing the transmission went to the correct number with all the pages being transmitted). Notices sent by airborne express courier will be deemed delivered on the commencement of the addressee's first business day following the date of delivery (as evidenced by the courier waybill).