

UWS UNIVERSITY OF THE
WEST *of* SCOTLAND



COOPERATION AGREEMENT

between

UNIVERSITY OF THE WEST OF SCOTLAND

and

DON STATE TECHNICAL UNIVERSITY

Cooperation Agreement

Between

UNIVERSITY OF THE WEST OF SCOTLAND, whose address is High Street, Paisley, PA1 2BE, Scotland (the "University")

And

DON STATE TECHNICAL UNIVERSITY, whose address is pl. Gagarina, 1, Rostov, Rostovskaya oblast', Russia, 344002 (the "Partner")

referred to individually as a "Party" and together as the "Parties"

This Agreement records an agreement between the University and the Partner concerning progression of its students (referred to as the "Students") to UWS Programme.

The University and the Partner shall jointly produce evidence in English language, specifying the framework for credit recognition. The course map shall certify that 17 DSTU credits obtained by a student at the Partner University are equivalent to at least 60 SCQF credits. Such course map shall be provided in Annex 3 to this Agreement. Students are required to have successfully achieved the equivalent to the following UWS modules:

- Geotechnical Engineering
- Advanced Finite Element Analysis (Linear)
- Research Design & Methods
- Advanced Structural Analysis
- Civil Engineering Project Design

Students within the partnership will then be required to complete the remaining 60 SCQF credits to enable the award of PgD Civil Engineering in-line with the UWS Regulatory Framework.

During session 2017/18, the School of Engineering and Computing will develop an on-line delivery mode for the dissertation module.

This completed mapping exercise provided in Annex 3 to this Agreement will also facilitate UWS students articulating onto an agreed programme at the Partner to undertake an element of study. It is recognised that for such outward mobility, a UWS Learning Agreement will need to be completed prior to this reciprocal arrangement being undertaken.

In the delivery of the Cooperation Agreement the Parties agree to comply with the following:

1. Definitions

The Parties agree that the definitions set out in Annex 1 will apply to this Agreement.

2. General Obligations

The Parties agree that in the delivery of the University Programme:-

- a) They shall be bound by the University's Regulatory Framework and associated guidance, such as the programme handbook. The University will provide the Partner with access to the University's Regulatory Framework at the start of each academic year. The Regulatory Framework will apply, amongst other areas, to student appeals, complaints and discipline including cheating and plagiarism. The final decision on the outcome of student appeals, complaints and discipline lies with the University.
- b) The Programme will be taught and assessed in English

3. Conditions of the Agreement:

- a) On successful completion of the Partner's Academic Course the University will offer Students entry onto the Programme subject to availability of places.
- b) Students will be admitted at the Entry Point (see Annex 1).
- c) Partners Students must achieve the Minimum Entry Requirements.
- d) Students shall be accorded Academic Credit towards the Programme according to the Scottish Credit and Qualifications Framework (SCQF).
- e) Students must provide evidence of an English Language test score appropriate to their level of study as determined by the Programme entry requirements and the UK Visas and Immigration (UKVI), Home Office for entry to UWS courses. More information can be found on the UWS website at:
<http://www.uws.ac.uk/international-students/entry-and-english-language-requirements/>
- f) Students will also be required to meet UK Visas and Immigration (UKVI) entry requirements for entry clearance and/or visa purposes to the United Kingdom.

4. Responsibilities of the University

- a) Applications to the University shall be processed by the UWS Admissions Office, Paisley Campus. The final decision on accepting Students on to the Programme lies with the University.
- b) This Agreement is based on the current curriculum offered by the University at the Commencement Date of this Agreement. The University will inform the Partner about any changes to the Programmes.

- c) The University holds Tier 4 Sponsor Status in order to admit international students with a Tier 4 visa to study at the University. The University is bound by the regulations of the Home Office UK Visas and Immigration Directorate which are subject to periodical change.
- d) Students will be subject to the codes of conduct, rules and procedures specified by the University for the duration of their study period. If during this period a Student is found to be unable to maintain the academic programme or behaves in a way detrimental to fellow students, the University reserves the right to modify the Student's Programme and/or withdraw the Student from the Programme and the University. Any expense incurred by the Student in regard to Programme modification and/or withdrawal shall be borne by the Student.
- e) Subject Panels and Progression & Award Boards will take place at the University under normal University conditions.
- f) The University will have responsibility for the conferment and award of the Programme. Students who successfully complete the Programme will be eligible to attend a University graduation ceremony at the expense of the student.

5. Responsibilities of the Partner

- a) An application to the University must be prepared by the Student(s) and submitted by the deadline for the Programme in order to meet the expected date of transfer to the University.
- b) The Partner shall provide UWS Admissions Office with a full transcript of results for all Students applying to UWS as soon as the results are confirmed.
- c) This Agreement is based on the current curriculum offered by the Partner. Any changes made by the Partner with respect to their entry programme shall be notified to the University in advance of implementation of the changes – revisions to this agreement may be required in such circumstances and this Agreement will not be effective until such a review has taken place and any necessary changes to the Agreement have been added as an appendix. Additional studies may be required if the pre-accreditation is no longer fully appropriate to the revised Programme.
- d) If changes occur without notification, this Agreement will not apply to any Students taking the changed curriculum. The Partner is responsible for informing their Students about any changes and their consequences for this Agreement.
- e) The Partner shall inform the University immediately of any change of ownership or governance at their institution. The University reserves the right to re-negotiate or terminate this Agreement if there is a material change in ownership or governance of the Partner.

6. Joint Responsibilities

- a) The Partner shall provide the University with regular opportunities to meet with its Students to brief them about the University and also to advise Students on application procedures. These briefing sessions will normally be agreed with the relevant UWS Academic School. Similarly, UWS welcomes visits from representatives of the Partner to meet with University staff and students.
- b) All announcement and publicity regarding this Cooperation Agreement will require the consent of both Parties. Neither Party will use the logo or name of the other Party without prior consent.
- c) Should any extraordinary costs be incurred by the University as a result of implementing this agreement, these will be discussed with the Partner and specified accordingly.
- d) The Parties may share information with each other under this Agreement and each Party agrees to respect the confidentiality and intellectual ownership of such information.
- e) Any amendments to this Agreement that should subsequently become necessary are subject to negotiation between the two Parties. Should agreement be reached then the existing Agreement will be either varied by a Minute of Amendment or replaced by a revised Cooperation Agreement regardless of whether it had reached the end of the Agreement period.

7. Marking, Moderation and Assessment

- a) Marking and moderation will be undertaken by the University and Students will be bound by the Assessment Regulations of the University (Section 7 of the Regulatory Framework) and will be subject to the progression and awards criteria that apply to the programme.
- b) The Partner may be involved in the moderation process (second marking) and will comply with the requirements for assessment as set out in the University's Regulatory Framework and Assessment Guidance.
- c) Where Partner staff are involved in the delivery of the programme/modules leading to a University award, the University has a process to approve such colleagues as Recognised Teachers of the University. The Partner will make available to the University, on an annual basis, the CVs of the teaching staff so that the University can, if they meet the required standard, accredit such teaching staff as Recognised Teachers of the University.
- d) The Partner will attend Subject Panels and Progression & Award Boards at their own expense, which will take place at the University under normal University conditions. Where attendance in person by the named individual is not possible alternative arrangements may be put in place attend, such as Skype.

8. Dissertation Supervision

- a) The University will appoint a Director of Studies who will have lead supervisory responsibility and ensure students are provided with appropriate information relating to the conduct, content and assessment of dissertations.
- b) Where the UWS dissertation is undertaken at UWS, the University will appoint a Dissertation Supervisor from within the School in line with Regulation 8.3.1.
- c) Where the UWS dissertation is undertaken at the Partner, the Partner will appoint a Dissertation Supervisor to contribute to the joint supervision of the dissertation in line with Regulation 8.3.1. Members of staff from the Partner who are involved in the delivery of the UWS programme are required to be approved as a Recognised Teacher of the University.

9. Intellectual Property Rights

- a) Each Party shall be the sole and exclusive proprietor of its own Intellectual Property in relation to the collaborative activities as anticipated, unless otherwise agreed by the parties in writing. Nothing in this Agreement shall give either party any right, title and interest in the other party's Intellectual Property.
- b) Both the University and the Partner agree to provide the other party with royalty free use of any materials created solely by them to support the delivery of the programme in accordance with this Agreement.
- c) The use by the University and the Partner of all materials supplied by the other Party in connection with the collaboration, is restricted exclusively to the programme covered by this Agreement.
- d) Both the University and the Partner agree to permit the other to reproduce all materials supplied by the other party in connection with the programme in respect of which copyright rests with such party, providing that all existing references to the originating party being the source of the material remain clearly visible on the reproduced material.
- e) If at any time during the course of performing the activities or any other duties as contemplated by this Agreement, any party creates, invents, or discovers (or have created, invented or discovered) any product, process, invention, improvement, design, computer program, copyright work, method, research, technique or any other Intellectual Property of any nature arising out of the performance of this Agreement, each party shall retain its rights in and to that Intellectual Property.
- f) Where any Intellectual Property is developed jointly by the University and the Partner in connection with the programme, it shall belong to and be vested in both parties jointly, and shall require the consent of both parties in writing for any use other than in connection with the collaborative activities. However any

improvements made by the Partner to any materials supplied by the University shall belong to the Partner and be made available to the University for the duration of this Agreement.

10. Data Protection

- a. The Partner will comply with all applicable laws and regulations in relation to any personal data it receives from the University and with all policies and requirements reasonably required by the University from time to time. Without prejudice to the foregoing, the Partner shall ensure sufficient security measures are in place for the purpose of protecting against unauthorised or unlawful processing and accidental loss or destruction of or damage to such data and will provide the University on request at any time with details of the measures in place. Further the Partner shall return any such personal data to the University promptly on request at any time and/or provide details and/or copies of any such personal data promptly on request.
- b. Where personal data is transferred outwith the EEA, the Standard Contractual Clauses for the transfer of personal data to third countries under Directive 95/46/EC contained in the Annex to the Commission Decision of 15 June 2001 are incorporated into the contract subject to such amendments that are necessary and agreed between the parties.

11. Financial Arrangements

- a) This is detailed in Annex 2.

12. Status of This Agreement

- a) The Commencement Date and Term of this Agreement are detailed in Annex 1. Unless terminated earlier in line with clauses 12b) and 12c), this Agreement will start on the Commencement Date and remain in force for the Term.
- b) This Agreement may be terminated by either party by giving a minimum of 12 months' notice in writing. Such termination shall be subject to arrangements to be agreed between both Parties which ensure that Students who are part way through the Programme are not disadvantaged.
- c) Either Party may terminate the Agreement if the other Party defaults on any terms of this Agreement.
- d) The Parties agree to consult and negotiate in good faith to try to resolve any dispute, controversy or claim that arises out of or relates to this Agreement. The Parties will seek to resolve any dispute by negotiation and correspondence that, if necessary, will involve an Executive representative at the University and a senior member of the Partner. In the event that a dispute cannot be so resolved within thirty (30) days, the Parties agree to attempt to resolve the matter through mediation.

13. Entire Agreement

This Agreement supersedes all prior arrangements and undertakings between the Parties relating to the subject matter hereof and is intended by the Parties as the complete and exclusive statement of the terms of their contract in this regard.

14. Relationship of Parties

The relationship between the parties in relation to the subject matter of this Agreement is as described in the Agreement and no employment, partnership, joint venture or agency relationship shall be deemed to exist between the parties and neither shall have the power to bind or pledge the credit of the other.

15. No waiver

No omission by either party to exercise any right or remedy available to that party under this Agreement shall be taken as an acceptance of the event giving rise to the right to exercise such right or remedy or a waiver of such right or remedy. In addition, any such omission shall be without prejudice to (i) the future exercise of such right or remedy and (ii) the rights or remedies of either party which may arise in the future.

16. Severability

If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement, and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

17. Assignment

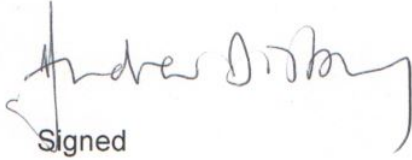
Neither the University nor the Partner may assign their rights or obligations under this Agreement to any third party without the prior written consent of the other, which shall not be unreasonably withheld if the reason for the request to assign relates to the reorganisation of either party and provided the proposed assignee is demonstrably capable of performing the obligations incumbent on the assignor hereunder.

18. Law

This agreement will be governed and construed in accordance with the Laws of Scotland and any dispute arising from this Agreement will be subject to the exclusive jurisdiction of the Scottish Courts.

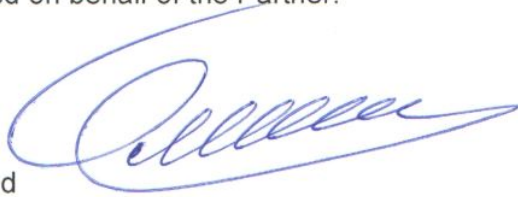
Agreed on behalf of the University:

Agreed on behalf of the Partner:



Signed

Andrew Disbury
Vice Principal and Pro Vice-Chancellor
(Global Engagement)



Signed

Professor Meskhi Besik Chokhovich
Rector

Date: 16th March 2018

Date: 17th March 2018

Annex 1 – Definitions to be completed by the University

For purposes of this Annex 1, the following definitions will apply throughout: References to the 'University' or 'UWS' will be deemed to be references to the University of the West of Scotland. References to the 'Partner' will be deemed to be references to Don State Technical University.

Type of Partnership

Articulation to the University degree as detailed below.

Students will have successfully completed the equivalent of 60 credits at the Partner prior to articulating onto trimester 1 at the University (subject to appropriate credit being recognised). Partner students select University modules from a specified list equating to 60 credit points at SCQF Level 11 (30 ECTS). Upon successful completion of trimester 1 studies and the accumulation of relevant credit, the student can undertake the UWS Dissertation module at either institution. Following successful completion of this module, the student will be eligible to graduate from the University, in-line with the requirements of the UWS Programme Specification and Regulatory Framework.

"Academic Credit"	At least 180 credit points of which a minimum of 160 at SCQF 11
"Commencement Date"	Session 2017/18
"Entry Point"	Year 1 (Level 11) Students will commence the University programme at the start of Trimester 1.
"Minimum Entry Requirements"	Minimum 60 credits (equivalent) Level 11 at the Partner.
"Partner's Academic Course"	60 Credits at Level 11 (equivalent) as outlined in the joint mapping which will be appended to this agreement prior to any student enrolling.
"Programme"	MSc Civil Engineering
"Term"	The period of this Agreement shall be for three (3) years.

Annex 2 - Financial Annex for Don State Technical University students, for delivery of MSc Civil Engineering (Level 11) at UWS

For purposes of this Financial Annex, the following definitions will apply throughout:

- References to the 'University' or 'UWS' will be deemed to be references to the University of the West of Scotland.
- References to the 'Partner' will be deemed to be references to Don State Technical University, Rostov.

Session 2017/18

1. Payment of student fees

The student will be responsible for payment of the entire student fee to UWS via the online enrolment system. Students will be unable to commence the programme until full payment is received by UWS.

Tables 2.1 outline details of the student fee. The duration of the co-operation agreement will be for 3 years in the first instance and the following fee will apply:

MSc Civil Engineering	Fee per student
Fee Per Taught module	£1,300
Fee Per Dissertation module	£650

2. Additional costs to the student, to be made in addition to the payments detailed in section 1 above

a. RESIT Fee:

A resit fee of Pounds Sterling £50 (Fifty) is to be paid to University per student per module (if the student fails and re-registers). This is a standard fee meaning, no matter whether the student failed any one element of the assessment or more than one element of the assessments. Failure to pay this fee may result in the student not being permitted to resit the module(s).

b. Re-attend Fee:

The re-attend fee is calculated based on the student fee payable by the Partner. The student will be invoiced for re-attending individual modules and will be charged a pro rata fee of the taught element. Failure to pay this fee may result in the student not being permitted to re-attend the module(s).

c. **Deferment Fee:**

A Deferment fee of Pounds Sterling £20 (Twenty) to be paid to University per module per student if the student defers the module after the commencement of the module. Failure to pay this fee may result in the student not being permitted to defer the module(s).

d. **Ancillary costs:**

Where students from the Partner are undertaking the dissertation at the Partner Institution, ancillary costs will need to be agreed.

e. **Costs of in country Approval:**

The Partner will cover the full costs of in country applications, administrative processes, and/or approvals required by local regulation and legislation for all Programmes of study within this Agreement.

f. **Costs of subsequent Re-approval:**

The Partner will cover the full costs of subsequent in country applications, administrative processes, and/or approvals required by local regulation and legislation for all Programmes of study within this Agreement.

g. **Graduation fee:**

A separate registration fee of Pounds Sterling £40 (Forty) is to be paid to the University by each student for their graduation to be held at UWS. This fee is applicable whether the student attends the graduation in person or in absentia. Students attending a UWS graduation will be required to hire a gown from an approved provider at their own expense. **Their attendance will be entirely at the student's own expense and subject to the student obtaining appropriate UK government visa approval, etc.**

h. **External Examiners**

UWS is responsible for the standard payment for External Examiners (this encompasses honorarium fee and associated attendance fees).

i. **Exceptional Travel Costs**

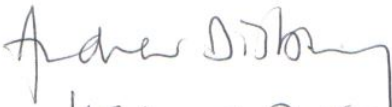
The Cooperation Agreement between the Partner and UWS identifies that it may be necessary for overseas visits of UWS staff to the Partner during each academic year. Where UWS is required to undertake additional visits the cost of this will be negotiated between the Partner and UWS (see Co-operation Agreement section 6 (c)).

3. Review of Financial Annex:

This Financial Annex will be reviewed in line with the duration period outlined in section 2.

4. Signatory:

The content of the Financial Annex, as outlined above, is deemed to be correct and valid; endorsed by the University and the Partner:

University of the West of Scotland	Signature and Date
UWS Signatory: Andrew Disbury, Vice-Principal & Pro Vice-Chancellor (Global Engagement)	 16 th March 2018
Don State Technical University Signatory: Professor Meskhi Besik Chokhovich, Rector	

Annex 3 – Mapping of UWS modules and DSTU modules

The table below demonstrates the equivalence of DSTU modules to allow advanced entry to MSc Civil Engineering programme awarded by the University of the West of Scotland. Following successful completion of the PgD Civil Engineering award, students within the partnership will be able to undertake the UWS Dissertation module at either institution.

No.	MODULES	DSTU hours	DSTU credits	UWS hours	UWS credits	Semester 1	Semester 2	Semester 3	Semester 4
1ST YEAR OF STUDY									
MODULES TAUGHT AT DSTU									
1.	Philosophical Problems of Science and Technology	72	2			72			
2.	Special Sections of Higher Mathematics	108	3			108			
3.	Life-long Learning Basics	72	2			72			
4.	Business Foreign Language	72	2			72			
5.	Construction in Dense Urban Areas	144	4			144			
6.	Technical Maintenance of Buildings and Structures	108	3			108			
7.	Construction Economics	72	2			72			
8.	Geotechnical Engineering	108	3			108			
9.	Advanced Finite Element Analysis (linear)	108	3			108			
10.	Mathematical Modelling	72	2				72		
11.	Information Technology in Construction	72	2				72		
12.	Methods for Solving Scientific and Technical Problems in Construction	72	2				72		
13.	Research Design and Methods	108	3				108		
14.	Advanced Structural Analysis	108	3				108		
16.	Civil Engineering Project Design	216	6				216		
17.	Research Work	216	6			36	180		
18.	Technological Practice	432	12				432		
TOTAL (1st year of study)		2160	60		(216)				
2ND YEAR OF STUDY									
MODULES TAUGHT AT UWS									
19.	ENGG11026 – Advanced Materials for Sustainable Construction	(216)	(6)	200	20				200
20.	ENGG11031 – Engineering Project Management (B)	(216)	(6)	200	20				200
21.	ENGG11040 – Civil Engineering Scheme Design	(216)	(6)	200	20				200
TOTAL		(648)	(18)	600	60				600

DISSERTATION MODULE AND PRACTICAL TRAINING AT DSTU									
22.	Research Work	216	6						216
23.	Pedagogical Practice	216	6						216
24.	Pre-thesis Practice	756	21						756
25.	State Final Examination	324	9						324
	TOTAL	1512	42						
TOTAL (2nd year of study)		2160	60					(216)	
OVERALL		4320	120					(432)	