

This Memorandum of Understanding (hereinafter referred to as the "Memorandum") is concluded «___»_____201__ (hereinafter referred to as the «**Effective Date**») between:

Limited Liability Partnership «Research Institute of Production and Drilling Technologies "KazMunayGas», established in accordance with the legislation of the Republic of Kazakhstan, the registered office of which is located at the address: Republic of Kazakhstan, 010000, Astana, Esil district, Kabanbai Batyr avenue, 19, hereinafter named «**NII TDB «KMG» LLP**», represented by the General Director (Chairman of the Board) J. Denis, acting on the basis of the Charter, on the one hand, and **NAO "Kazakh National Research Technical University named after K.I. Satpaev"**, hereinafter named **KazNITU**, registered at the address: Republic of Kazakhstan, Almaty, Satpaeva, st 22, represented by Rector Beisembetov I.K., acting on the basis of the Charter, on the other hand, hereinafter collectively referred to as the «**Parties**».

Since «**NII TDB «KMG» LLP**» was created in order to develop potential scientific and solve urgent issues of developing oil and gas fields of **JSC NC «KazMunayGas»** by preparing a comprehensive final decision on the planning and efficiency of field development, compiling and maintaining geological and hydrodynamic models, implementing and development of the supervising institute, etc., and is also a company with experience in providing project management services in the oil and gas sector;

Since **KazNITU** is a specialized university that trains specialists in the oil and gas industry, it was created to develop and improve science, innovation, higher education in the country in accordance with international standards, skillfully using advanced methods and technologies in education and science, preparing competitive highly qualified specialists, developing advanced scientific research and applied developments that implement innovative technologies in priority areas of the economy of Kazakhstan;

Since the Parties need cooperation for further joint participation in training events, in competency development programs, the Parties have agreed on the following.

1. Purpose and principles of business cooperation

1.1. The purpose of this Memorandum is to regulate relations between the Parties in the field of educational and research activities.

1.2. The procedure, conditions, terms, and other aspects of the implementation of any areas of cooperation will be determined by the Parties additionally, including by concluding separate agreements in the prescribed manner.

2. Effective date

2.1. This Memorandum comes into effect from the date of its signing by authorized representatives of the Parties and is valid for 3 years from the date of entry into effect of the Memorandum.

2.2. If necessary, the validity of this Memorandum may be extended by mutual agreement of the Parties, by signing an additional agreement.

3. Principles of cooperation

3.1. Cooperation according to the Memorandum can be carried out in the following areas:

1. development of programs and implementation of targeted educational programs;
2. joint participation in projects for the development of employees of upstream blocks;
3. joint development of research and development projects (R&D);
4. internships by students of KazNITU in LLP «NII TDB «KMG»»;
5. conducting master classes for students of KazNITU;
6. conducting joint scientific research in all areas in which the Parties have an interest;
7. co-development of priority innovative projects and creation of conditions for implementing created innovative technologies and products.

3.2. For each of the above areas determined by the Parties in this Memorandum, and in particular, if there is a need for certain obligations, including financial ones, the Parties, subject to the legislation of the Republic of Kazakhstan, will conclude relevant agreements/contracts that define all the details of the respective obligation of each of the Parties.

3.3. This Memorandum is not a civil law transaction and does not entail legal consequences for the Parties.

4. Confidentiality obligation

4.1. The Parties acknowledge the confidentiality of information that they may exchange (whether in writing, orally, or in any other form) on the basis of this Memorandum and at the same time agree not to disclose such information to third parties for any purpose other than assessing the possibility of joining the cooperation program, without the prior written consent of the other Party. Moreover, each of the Parties may disclose information:

- which has previously become or will subsequently become public without violating the obligations of the Party that received it under this Memorandum, or
 - in respect of which there is evidence that it was with the receiving Party at the time of disclosing information by the disclosing Party to the receiving Party, or
 - which the receiving Party received without violating confidentiality conditions from a third party, which, in turn, did not receive it directly or indirectly from the Party disclosing information under this Memorandum,
- which, when disclosed in writing, has not been marked as confidential, unless, even in the absence of such express markings, it is obvious to the receiving Party that so information obtained from the disclosing Party is confidential.

4.2. The above obligation of confidentiality with respect to the Parties will continue to apply after the termination of this Memorandum for a period of 10 years from the date of its termination.

5. Assignment

5.1. Neither Party has the right to assign, in whole or in part, its rights and obligations under this Memorandum to a third party without the written consent of the other Party.

6. Other terms and conditions

6.1. This Memorandum does not contain any conditions stipulating the distribution of profits or losses arising from the work of one of the Parties.

6.2. Neither Party shall be liable under this Memorandum for any loss of profits or indirect, incidental or special damages.

6.3. Each Party shall independently bear its own expenses in connection with the implementation of the Memorandum.

6.4. The Parties agree that in order to perform certain works within the framework of the execution of the Memorandum, the Parties have the right to involve subsidiaries and affiliates and other companies.

6.5. This Memorandum can be amended and supplemented in any part of it with the mutual consent of the Parties.

6.6. Termination of this Memorandum is made at any time at the initiative of either Party by written notification of the other Party 10 (ten) calendar days before the planned date of its termination.

6.7. This Memorandum is made in Russian in two original documents, having equal legal effect, one for each of the Parties.

7. Legal addresses and details of the Parties

LLP «Scientific Research Institute of
Production and Drilling Technologies"
KazMunayGas»

Legal address:

Republic of Kazakhstan, 010000,
Astana, Yesil district, Kabanbai Batyr
Ave. 19
BIN140340010451
IHKKZ546010111000193945 KZT
In the Astana regional branch of JSC
«Halyk Bank Kazakhstan»
Astana
IHKKZ559490001048487001(KZT)
VAT certificate series 62001 №0029366
of 08.04.2014

**Managing director
(Chairman of the Board)**

_____ **J.Denis**

NAO 'Kazakh National Research
Technical University named after
K.I. Satpayev

Legal address:

Republic of
Kazakhstan, 050013,
Almaty, Satpaev st. 22,
BIN 150140008602
IHKKZ628560000006968618
JSC «Bank CentrCredit»
Almaty branch
BIK KCJBKZKX

Rector

_____ **I.Beisembetov**

Approval form

Position	Signature	Full Name
Managing Director for Legal and Human Resources		Zhumagaziyeva
Director of the Department of Legal and Personnel Support		R. Satenov
Deputy Director of Competence Development Department		A. Bekdairova