

A Memorandum of Understanding (MOU)

Between

Non-profit JSC “Kazakh National Research Technical University named after

K.I. Satpayev” (hereafter, Satbayev University),

Almaty, Kazakhstan, acting on behalf of the Rector

Iskander K. Beissembetov,

and

The Board of Trustees of the Colorado School of Mines,

for and on behalf of the Colorado School of Mines

Golden, Colorado USA

The parties to this MOU are the Board of Trustees of the Colorado School of Mines and Satbayev University.

Whereas, the parties believe that international understanding, educational opportunities for their students, and professional opportunities for their faculty would be enhanced by this MOU; and
Whereas, the parties are linked by common academic, research, and cultural interests; and
Whereas, the purpose of this MOU is to establish a framework for cooperation between the parties.
Now, therefore, the parties agree as follows:

1. Types of Cooperation and Specific Program Agreements

- 1.1 The parties are willing in principle to cooperate on various activities, which may include:
 - a. Establishment of diploma partnerships (dual degrees or pathway programs);
 - b. Hosting of short-term study abroad students;
 - c. Collaborative research, courses, conferences, seminars, symposia, and lectures;
 - d. Reciprocal exchange of students, faculty, and staff;
 - e. Collaborative professional development;
 - f. Cultural projects;
 - g. Enrollment of degree-seeking students; and
 - h. Other activities as mutually agreed.
- 1.2 This MOU shall be identified as the parent document of any specific program agreement between the parties. Each type of cooperation shall proceed under the terms and conditions of a separate, specific program agreement. Each specific program agreement shall memorialize the commitments made by each party for that particular cooperation and shall not become effective until it has been reduced to writing, approved, and signed by the parties' duly authorized representatives.
- 1.3 The scope of activities under this MOU shall be determined by the funds regularly available at both institutions for the collaboration described in each specific program agreement, and by the related funds obtained by either institution from external sources. Each institution shall be responsible for all expenses incurred by its employees under this MOU, except as may be stipulated in any specific program agreement.

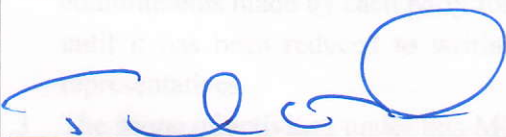

2. Term, Renewal, Amendment, and Termination

- 2.1 This MOU shall terminate five years after the date of execution but may be renewed with mutual written agreement.
- 2.2 This MOU may be amended and/or modified in a writing signed by the parties' duly authorized representatives.
- 2.3 Either party may terminate this MOU by giving the other party at least 90 days' written notice, provided that any students who have been accepted at either university at the date of termination may complete their courses of study, and any collaborative project already in progress at the date of termination may be completed as specified in the pertinent specific program agreement.

3. Counterparts by Facsimile or Email. This MOU may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute the same instrument. If any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

4. Notices. All notices required hereunder shall be in writing and delivered by a duly authorized representative of the party giving the notice and sent by email transmission to the following addresses. Either party may change its email address for notice purposes by providing prior written notice to the other party. Any notice sent by email shall be deemed to have been delivered at the time of confirmation of receipt. Each party shall retain one original in each language. Any conflict between the English and Russian versions will be resolved in favor of the English version.

Assistant Provost, International Engagement Colorado School of Mines Golden, CO 80401, USA 1-303-384-2120; e-mail: dwright1@mines.edu	International Affairs Division Kazakh National Research Technical University named after K. Satpayev Almaty, Kazakhstan, 050000 7-727-257-7019; e-mail: oms.kazntu@gmail.com
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Signed for the Board of Trustees of the Colorado School of Mines, for and on behalf of the Colorado School of Mines.	Signed for and on behalf of Satbayev University
Signature 	Signature 
Paul C. Johnson, President	Iskander K. Beissembetov, Rector

Date *August 26, 2019*

Date 