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**MEMORANDUM**

**OF**

**UNDERSTANDING**

***between***

**­­­­FEDERAL STATE BUDGETARY EDUCATIONAL INSTITUTION OF HIGHER EDUCATION "TYUMEN INDUSTRIAL UNIVERSITY", TYUMEN (RUSSIAN FEDERATION)**

***and***

**NJSC “K.I. SATBAYEV KAZAKH NATIONAL RESEARCH TECHNICAL UNIVERSITY”, ALMATY (THE REPUBLIC OF KAZAKHSTAN)**

MEMORANDUM OF UNDERSTANDING

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**­­­­FEDERAL STATE BUDGETARY EDUCATIONAL INSTITUTION OF HIGHER EDUCATION "TYUMEN INDUSTRIAL UNIVERSITY", TYUMEN (RUSSIAN FEDERATION)**

and

**NJSC “K.I. SATBAYEV KAZAKH NATIONAL RESEARCH TECHNICAL UNIVERSITY” ALMATY (THE REPUBLIC OF KAZAKHSTAN)**

**№12-10 from 07 of December 2022**

The NJSC “K.I. Satbayev Kazakh national research technical university” (hereafter referred to as Satbayev University) represented by its rector Begentayev Meiram Mukhametrakhimovich, acting on the basis of the charter, and the Federal State Budgetary Educational Institution of Higher Education "Tyumen Industrial University", (hereafter referred to as Tyumen Industrial University) represented by its rector Yefremova Veronica Vasilyevna acting on the basis of charter, on the other hand, collectively referred to as the "Parties", have entered into this Memorandum of understanding as follows:

A. The Parties, for the common good, undertake to make every effort to successfully implement the terms of the Memorandum.

B. The Parties have agreed to sign this Memorandum of understanding declaring the parties’ intentions and establishing mutually beneficial cooperation between the Parties in accordance with the terms and conditions stated in the text of this document.

**THE PARTIES HAVE HEREBY REACHED AN AGREEMENT ON THE FOLLOWING:**

# ARTICLE 1

**AREAS OF COOPERATION**

* 1. Exchange of academic and administrative staff in order to exchange information and experience, give lectures, conduct research, conduct internships, participate in conferences and public events;
  2. Facilitate the exchange of undergraduate students, graduate and postgraduate students with the aim of developing academic mobility;
  3. Ensure the participation of students in competitions, conferences, olympiads, sports and creative competitions;
  4. Develop scientific cooperation, conduct joint research, increase the number of joint scientific publications and provide advisory activities, exchange information and experience, scientific materials;
  5. Develop joint educational and research projects, both bilateral and in the framework of international programs;
  6. Implementation of curriculum development, joint preparation and publication of educational, methodological and scientific literature, joint supervision of master's and doctoral theses and dissertations;
  7. Develop cooperation in a space of mutual interest.

However, any specific program will be subject to the availability of funds and the mutual agreement of two universities.

The terms and conditions of such mutual assistance and cooperation shall be discussed and agreed upon in writing by the appropriate responsible officers of the relevant universities prior to the implementation of any particular program or activity.

# ARTICLE 2

**FINANCIAL CONDITIONS**

2.1 Parties to the Memorandum do not bear any financial obligations to each other.

2.2 Each Party shall independently bear all financial expenses for the implementation of cooperation programs under this Memorandum.

2.3 Intellectual property issues arising in the course of joint projects under this Memorandum, financial issues should be discussed in separate agreements, in each case.

**ARTICLE 3**

**INFORMATION RESOURCES**

3.1 Each Party undertakes to publish logos with links of the official websites of the Parties for mutual promotion within 15 calendar days after signing this Memorandum.

3.2 Both parties agree to provide contact information of respondent (first name, last name, position, Department, institution name, location, email address, phone number) in order to participate in QS Intelligence Unit (QSIU) surveys as QS Global Academic Survey respondents for the QS World University Rankings.

**ARTICLE 4**

**PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

4.1 Protection of intellectual property rights should be provided by acts and regulations of the national legislation of the Parties.

4.2 The use of the name, logo and official emblem of one of the Parties in any printed document or publication is prohibited without the prior written consent of the other Party.

4.3 Intellectual property Rights to any invention, product or service elements performed jointly by both Parties or otherwise, the results of scientific research obtained in the course of joint activities of the Parties will be the property of both Parties in accordance with the paragraph on mutual agreements;

**ARTICLE 5**

**THE LEGAL FORCE OF THE MEMORANDUM**

5.1 This Memorandum is considered only as a document of intent and does not contain obligations that are subject to execution on the basis of national or international law, and the intentions of the Parties are not subject to proceedings for claims and will not be considered warranty obligations, expressed or implied.

**ARTICLE 6**

**REVISION, MODIFICATION AND AMENDMENT**

6.1 Any Party may in writing declare a revision of the clauses of the Memorandum, changes in the conditions for their implementation and amendments to the text of the entire Memorandum or its part.

6.2 Any amendments and changes adopted by both Parties must be made in writing in the text of the Memorandum and become an integral part thereof.

6.3 Adopted amendments and changes to the Memorandum shall enter into force on the date specified by the Parties in additional mutual agreements

6.4 Adopted amendments, modifications or changes to the Memorandum shall not prejudice the rights and obligations of the Memorandum prior to the date of such revision, modification or amendments.

**ARTICLE 7**

**SETTLEMENT OF DISPUTES**

7.1 Any differences or disputes between the Parties regarding the interpretation and/or application of the terms and conditions of this Memorandum shall be governed by mutual agreements and negotiations between the Parties, without recourse to third Parties.

**ARTICLE 8**

**DURATION AND TERMINATION**

8.1 This Memorandum shall enter into force on the date of its signature and shall be valid for 5 (five) years, subject to the legitimacy of amendments and modifications made during the period of its validity.

8.2. In the event of a decision to extend the validity of this Memorandum, the Parties shall enter into an additional official agreement in writing confirming the adoption of this decision.

8.3 Any Party has the right to terminate this Memorandum by sending the other Party 3 (three) months prior to the date of completion of the Memorandum, a notification of the intention to terminate the Memorandum. There are no penalties for this clause of the Memorandum.

**ARTICLE 9**

**CONFIDENTIALITY**

9.1 The Parties undertake to take appropriate measures provided for in the regulations of the national legislation of the Parties to protect confidential information.

9.2 By confidential information, the Parties understand any information related to cooperation under this Memorandum that is not publicly available, is not intended for wide distribution, use by an unlimited number of persons, and is of actual or potential commercial value.

**ARTICLE 10**

**ANTI-CORRUPTION REQUIREMENTS**

10.1. The Parties refrain from committing, inducing to commit actions that violate or contribute to the violation of the legislation of the Republic of Kazakhstan, including in the field of anti-corruption, do not pay, do not offer to pay and do not allow the payment of any funds or valuables, directly or indirectly, to any persons to influence actions or decisions these persons in order to obtain any unlawful advantages or achieve other unlawful goals.

10.2. When fulfilling their obligations under the Agreement, the Parties do not carry out actions qualified by the legislation applicable for the purposes of the Agreement, such as giving/ receiving bribes, commercial bribery, as well as actions that violate the requirements of applicable legislation and international acts on countering the legalization (laundering) of illegally obtained income.

10.3.If a Party suspects that a corruption violation of any provisions of this section of the Agreement has occurred or may occur, the relevant Party undertakes to notify the other Party in writing.

10.4.In a written notification, the Party is obliged to refer to facts or provide materials that reliably confirm or give reason to assume that a corrupt violation of any provisions of this section of the Agreement has occurred or may occur by the Party.

10.5. The Party that has received a written notification is obliged to investigate and submit its results to the other Party, or send materials to the relevant state authorized body, and inform the other Party about it.

**ARTICLE 11**

**CORRESPONDENCE**

11.1 We hereby certify that this Memorandum is signed by authorized persons:

The Memorandum of Understanding has been prepared and signed in English and Russian, in 4 (four) copies, 2 (two) copies for each Party. All 4 (four) documents have equal legal force. In the event of any divergence of interpretation between any of the texts, the English text shall prevail.

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| **For the NJSC “K.I. Satbayev Kazakh national research technical university”**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  Begentayev Meiram Mukhametrakhimovich  **Rector**  **Date:** | **For the Federal State Budgetary Educational Institution of Higher Education "Tyumen industrial university"**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Yefremova Veronica Vasilyevna  **Rector**  **Date:** |