

**COOPERATION**

**AGREEMENT**

**IN THE FIELD OF GEOLOGY, GEOPHYSICS, GEOECOLOGY AND INDUSTRIAL SAFETY**

***between***

**KAZAKH NATIONAL RESEARCH TECHNICAL UNIVERSITY NAMED AFTER K. I. SATPAYEV, ALMATY, REPUBLIC OF KAZAKHSTAN**

***and***

**IRKUTSK NATIONAL RESEARCH TECHNICAL UNIVERSITY, IRKUTSK, RUSSIAN FEDERATION**

Based on the Memorandum of Cooperation signed on April 22, 2022., **Kazakh National Research Technical University named after K.I. Satbayev** (hereinafter referred to as Satbayev University), represented by a member of the Board of the Vice-Rector for Science and International Cooperation Shokparov Alibek Zhumabekovich, acting on the basis of power of Attorney No. 8 dated 01.02.2022, on the one hand, and the **Federal State Budgetary Educational Institution of Higher Education "Irkutsk National Research Technical University" - (hereinafter referred to as IRNTU)**, in the person of Rector Mikhail Viktorovich Kornyakov, on the other hand, collectively referred to as the "Parties", have concluded this Agreement on the following:

A. The Parties, for the common good, undertake to make every effort to successfully

implement the terms of the Agreement.

B. The Parties have agreed to sign this Cooperation Agreement

declaring the Parties' targeted intentions and the establishment of mutually

beneficial cooperation between the Parties, in accordance with the clauses and conditions stated in the text

of this document.

**ARTICLE 1**

**SUBJECT OF THE AGREEMENT**

* 1. By this Agreement, the Parties agree on long-term scientific and technical cooperation in the field of geology, geophysics, ecology and industrial safety, as well as in other areas of competence of the Parties.
	2. The Agreement defines the general conditions and directions of cooperation between the parties.
	3. Each of the Parties, within the framework of its professional competence, when implementing joint projects, assists the partner's activities with the technical, human and other resources at its disposal, as well as contacts, organizational and methodological support. The procedure for providing technical, personnel and other resource support is determined by separate agreements concluded by the Parties under this Agreement.

**ARTICLE 2**

**COORDINATION OF WORK ON THE IMPLEMENTATION OF THE CONTRACT**

* 1. The Parties have agreed on the appointment of contact persons (coordinators) and those responsible for the implementation of the decisions of this Agreement in the field, monitoring of students and teaching staff during their stay on internships and solving other organizational issues.

2.2 For the implementation of this Agreement, the Parties appoint contact persons.

**The contact person at Satbayev University is:**

- Abetov Auez Egemberdievich, Head of the Department of Geophysics, tel.: +7-727-257-71-57 mobile phone: +7-705-277-11-99 e-mail: abetov.auez@mail.ru, (on the implementation of joint research and educational projects);

**The contact person in IRNTU is:**

- Yuri Alexandrovich Davydenko, Director of Marketing and Project Education

of the Institute Siberian School of Geosciences of IRNTU, tel .: +7-914-871-98-42 , dya@geo.istu.edu, (on the implementation of joint research and educational projects).

**ARTICLE 3**

**AREAS OF COOPERATION**

The parties, subject to the terms of this Cooperation Agreement, agreed to jointly develop the field of education, science and innovation on the basis of equality and mutual benefit.

In order to achieve the objectives of the Agreement, the Parties will organize cooperation in the following main areas:

3.1 In the field of research activities: research, development and experimental technological works (hereinafter referred to as RDETW), including the creation of joint temporary creative teams, in the following areas:

*3.1.1. Geological, geophysical and geochemical:*

* joint research work on the border territories of the Russian Federation and the Republic of Kazakhstan to assess the resource potential of solid mineral deposits;
* development of methods for searching for blind ore bodies at depths of up to 500 meters and more using modern geological, geophysical and geochemical technologies:
* joint experimental and methodological work on the search for submerged ore bodies:
* development and testing of new methods for processing geophysical surveys of potential fields with the construction of three-dimensional models of the geological environment for the search for blind ore bodies;
* implementation of joint research work on the reconstruction of paleolandscapes based on modern geoinformation and geological and geophysical technologies;
* development of a methodology for searching and assessing the resource potential of buried placers of paleodolines by geological and geophysical methods;
* testing of new geophysical technologies (electromagnetic sensing) with the purpose of the search and evaluation of the resource potential of hydrogenic uranium deposits;
* development and testing of modern robotic geophysical measuring systems (magnetic, spectrometric and electrical) based on unmanned aerial vehicles in order to solve a wide range of tasks: prospecting, surveying and mapping geological works, archaeological searches, etc.;
* application of artificial intelligence technologies in order to identify promising areas for further licensing on a complex of geological and geophysical data.

*3.1.2. Geoecology:*

* ecological monitoring of territories with a high technogenic load;
* geoecological assessment of the state of natural territories with the establishment of a geochemical background;
* assessment of the migration of pollutants in technogenically disturbed territories along the trophic chain with its final link in the form of the local population;
* assessment of accumulated environmental damage.

*3.1.3. Areas of implementation of joint RDETW projects:*

* exchange of geological and geophysical data and other information for the preparation and implementation of joint research projects: grant programs,
* program-targeted and contract financing;
* exchange of geological and geophysical data and other information for the preparation of joint commercial proposals to subsoil users, municipalities, akimats and other interested parties and their implementation;
* preparation and implementation of joint international projects;
	+ submission of applications for joint research (R&D), experimental and technological (OTR) and development work (DW) through the Ministry of Education and Science of the Russian Federation, Institutes for support of Innovative Development of the Russian Federation and the Ministry of Education and Science of the Republic of Kazakhstan, institutes for support of innovative development of the Republic of Kazakhstan;
	+ implementation of joint research (R&D) and development work (DW) through the Ministry of Education and Science of the Russian Federation, institutes for support of innovative Development of the Russian Federation and the Ministry of Education and Science of the Republic of Kazakhstan, institutes for support of innovative development of the Republic of Kazakhstan;

 In order to commercialize the results of joint research (R&D), experimental technology (ETR) and development work (DW), it is possible to create innovative enterprises in accordance with the requirements of the legislation of the parties;

3.2 Educational activities:

Based on the principles of international cooperation, Satbayev University and IRNTU agreed to establish the following areas of cooperation between the parties:

* + development, review and implementation of educational programs and modules at the bachelor's, specialist's, master's and PhD doctoral levels;
	+ *Master's degree* and *PhD* programs in the framework of research projects or academic exchanges at Satbayev University or IRNTU.
	+ training of students of Satbayev University and IRNTU within the framework of academic mobility of students, as well as recognition of credits and/or awarding of certificates

*3.2.1 Areas of implementation of joint projects on educational activities:*

* + attracting students and postgraduates from IRNTU, Satbayev University and other universities for joint research and promotion of scientific directions in the field of solving problems of geology, geophysics, ecology and industrial safety;
	+ joint publications based on the results of scientific research, in the international citation databases Scopus, Web of Science;
	+ scientific co-management of undergraduates and doctoral students;
	+ exchange of scientific publications, publications and other types of information;
	+ conducting seminars, practical classes, consultations, lectures for students, teachers, specialists of industrial organizations with examples of real field data;
	+ cooperation in the development and passage of field geophysical practice of students, undergraduates and doctoral students.
	+ the use of modern IT technologies in the educational process.

*3.2.2 Professional development:*

* organization of internships for teaching staff, doctoral students and undergraduates of Satbayev University and IRNTU; implementation of their monitoring during their internships;
* mobility in educational degree programs, with credit credits and corresponding certificates;
* mobility of bachelors, undergraduates and PhD students in the framework of work on joint projects or as invited students for academic exchange;
* organization of training courses for teachers of Satbayev University and specialists of industrial and research organizations with the issuance of international certificates;

\* The list is not limited to these points of activity and may be supplemented by mutual agreement of the Parties.

**ARTICLE 4**

**OBLIGATIONS OF THE PARTIES**

4.1 Each of the Parties undertakes:

* to define policies and procedures to avoid involvement in any activity that would reduce confidence in the competence and impartiality of Satbayev University and IRNIT;
* to have managerial and technical personnel who, regardless of other responsibilities, must have the authority and resources necessary to perform their duties within the framework of joint projects;
* ensure compliance of the results of scientific and innovative research, as well as technical documentation with the requirements of the standards of the Republic of Kazakhstan and the Russian Federation;
* to promote the reliability, objectivity and accuracy of the results of scientific research and innovative solutions;
* participate in the implementation of the results of joint scientific and innovative research;
* actively promote the results of joint scientific and innovative research in the republic and abroad;

4.2 Each of the Parties guarantees that it is not under obligations or restrictions and will not assume obligations or restrictions that could prevent it from fulfilling its obligations under this Agreement, with the exception of restrictions directly established by the current legislation of the Republic of Kazakhstan and the Russian Federation.

4.3 The implementation of the provisions of this Agreement does not oblige the Parties to allocate monetary and material resources, except in cases where there is written consent to this; each of the Parties itself pays the costs it incurs in connection with the implementation of this Agreement.

4.4 Nothing in this Agreement may be interpreted as authorizing or authorizing one of the Parties to act as an agent of the other Party or to conduct business on behalf of that Party or to make statements, give guarantees or represent interests before third parties.

4.5 Nothing in this Agreement can be interpreted in such a way as to consider the personnel of one of the Parties as employees of the other party for any purpose. Each of the Parties bears full responsibility for the actions of its employees.

**ARTICLE 5**

**MECHANISMS FOR THE IMPLEMENTATION OF THE AGREEMENT**

5.1 In order to implement activities in the areas of this Agreement, the Parties form and consider proposals for joint activities, as well as organizational forms of their implementation, including the use of satellite information for the purpose of implementing joint projects.

5.2 The Parties undertake to inform each other about the progress of joint activities and to inform in advance of the occurrence of circumstances endangering or making it impossible to fulfill the obligations assumed, as well as to coordinate measures to eliminate such circumstances.

5.3 For the implementation of measures, the Parties may conclude additional agreements and agreements between themselves in order to determine the financial obligations of the Parties, issues of confidentiality of information, the rights of the Parties to intellectual property objects arising in the course of the implementation of measures, as well as other aspects of the implementation of measures.

5.4 For the implementation of measures, the Parties may involve third parties in agreement with the other Party.

5.5 In order to carry out joint activities, the Parties may attract both their own financial resources and the funds of a third party.

5.6 The Parties undertake to ensure coordination of import and export issues of equipment necessary for joint work with the relevant departments of their organization.

**ARTICLE 6**

**FINANCIAL CONDITIONS**

6.1 The Parties to the Cooperation Agreement do not bear any financial obligations to each other.

6.2 Each Party independently bears all financial expenses for the implementation of the Cooperation Agreement.

6.3 For the implementation/implementation of joint educational programs, research, production and innovation projects, financial resources allocated from the republican budget; funds of public-private partnership; funds received from organizations, enterprises and institutions under contracts; special funds allocated by international scientific, educational funds and organizations; income from educational, research, production and consulting activities; charitable and trusteeship foundations, business, grants, sponsors, voluntary donations of legal entities and individuals, patronage; income from the implementation of the results of scientific works.

**ARTICLE 7**

**PRIVACY**

7.1 Information obtained during the implementation of this Agreement and recognized as confidential by one of the parties must be recognized as such by the other Side.

7.2 Information considered confidential under this Agreement may include scientific and technical data, business information, know-how, research results and any other relevant to the implementation of this Agreement

7.3 Any relations between the Parties are considered non-confidential, unless they were specifically stipulated as such at the time of notification of them by any of the Parties. as containing classified information. The Parties agree that information or data of any of the Parties accessed by employees of the other Party on paper or electronic media should not be transferred by these employees to any third party without the prior consent of the Partner Party.

7.4 The obligations listed in the clauses of this section of the Agreement are not applicable to any information that:

* already available to the receiving Party without the requirement of confidentiality.
* independently developed by the host Party without references to confidential information received from the source Party;
* is or becomes publicly available without violating this Agreement;
* legally obtained from a third party without the requirement of confidentiality;
* allowed to be disclosed by the Source Party that has given its consent to this.

**ARTICLE 8**

**INTELLECTUAL PROPERTY LAW**

8.1 The Parties agreed to respect the rights of each party to patents and other intellectual property of each in the process of performing joint work.

8.2 Patent protection of the results of research activities, the right to intellectual property is stipulated by separate agreements.

8.3 All rights to information, data, know-how, patents that the parties have acquired regardless of the implementation of this agreement remain the full property of the Parties.

8.4 All intellectual property rights created in the course of work regulated by this Agreement will be considered on a case-by-case basis and regulated by separate agreements.

8.5 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.

**ARTICLE 9**

**LEGAL FORCE OF THE CONTRACT**

9.1 This Agreement does not contain obligations that are subject to execution on the basis of national or international law. Also, the intentions of the Parties are not subject to claims proceedings and will not be considered warranty obligations, expressed or implied.

**ARTICLE 10**

**MAKING AMENDMENTS**

10.1 Any Party may declare in writing the revision of certain clauses of the Agreement, changes in the terms of their implementation and amendments to the text of the entire The Contract or its parts.

10.2 Any amendments and changes accepted by both Parties must be made

in writing to the text of the Agreement and become an integral part of it.

10.3 Accepted amendments and amendments to the Agreement must enter into force from the date, specified by the Parties in additional mutual agreements.

**ARTICLE 11**

**SUSPENSION OF THE CONTRACT**

11.1 Each Party reserves the right, in whole or in part, to suspend the Cooperation Agreement for reasons of its own interests, public order or health, which comes into force after submitting a written notification to the address of the other Party, no later than 30 days before the planned date of suspension.

**ARTICLE 12**

**DISPUTE RESOLUTION**

12.1 Any disagreements or disputes between the Parties regarding the interpretation and/or

application of the terms and conditions and clauses of this Cooperation Agreement should be regulated by mutual agreements and during negotiations between the Parties, without recourse to the assistance of third Parties.

**ARTICLE 13**

**ANTI-CORRUPTION REQUIREMENTS**

13.1 When fulfilling their obligations under the Agreement, 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 counteraction corruption, do not pay, do not offer to pay and do not allow the payment of any money or valuables, directly or indirectly, to any persons to influence the actions or decisions of these persons in order to obtain any illegal benefits or achieve other illegal goals.

13.2 When fulfilling their obligations under the Agreement, the Parties do not perform

actions qualified by the applicable legislation for the purposes of the Agreement, such as giving/receiving a bribe, commercial bribery, as well as actions that violate the requirements applicable legislation and international acts on countering legalization (laundering) of illegally obtained income.

13.3 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.

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

13.5 The Party that has received a written notification is obliged to conduct an investigation 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 14**

**EXPIRATION DATE AND COMPLETION**

14.1 This Cooperation Agreement comes into force from the date of its signing and is valid for three years.

14.2 Any Party has the right to terminate this Agreement by sending to the other Party three months before the date of termination of the agreement, a notice of the intention to terminate the Contract. Penalties under this clause of the agreement

14.3 In the event of a decision to terminate this Agreement, its provisions remain in force with respect to projects and programs opened under the оf the present Agreement and under implementation, until their full completion.

**ARTICLE 15**

**FINAL PROVISIONS**

15.1 This Agreement is not exclusive and does not impose restrictions on the rights Parties in relation to the conclusion of similar or any other agreements and contracts with third parties.

15.2 This Agreement is drawn up in two copies having the same legal force, one for each party.

**ARTICLE 16**

**CORRESPONDENCE**

16.1 For the implementation of this Agreement, the Parties appoint the contact persons specified in Article 2. All correspondence should be sent by e-mail and/or by mail to the following addresses of Satbayev University and IRNTU or to another address that either Party will indicate to the sender:

**To:** Department of "Geophysics" of the Institute of Geology and Oil and Gas Business named after K.Turysov, NAO Kazakh National Research Technical University named after K.I. Satbayev:

Kazakhstan

050013 Almaty,

Satbayev str., 22

Tel.: + 7-727-257 - 71-57

Contact person: Abetov Auez Egemberdievich, Head of the Department of Geophysics

E-mail: abetov.auez@mail.ru

**To:** FGBOU VO IRNTU

83 Lermontov str., Irkutsk, 664074, Russian Federation.

Tel: +7 (3952) 405-200

Contact person: Nina Viktorovna Bernhard - Head of the Department of Academic Mobility and Resource Centers

E-mail: oms@ex.istu.edu , nberngard@ex.istu.edu.

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| **NAO "Kazakh National Research Technical K.I. Satbayev University"**Actual address:050013, Republic of Kazakhstan, Almaty, Satbayev str., 22BIN 150140008602IIC KZ628560000006968618in AGF JSC "Bank Center Credit",Almaty BIC KCJBKZKX, Kbe: 176Tel.: +7 (727) 257-71-14.  + 7 (727) 292-90-41E-mail: info@satbayev.university**Member of the Board - Vice-Rector** **for Science and International Cooperation** **A.Zh. Shokparov** | **FSEI HPE “Irkutsk National Research Technical University”**Actual address:83 Lermontov str., Irkutsk, 664074.Tel: +7 (3952) 405-200E-mail:oms@ex.istu.edu, nberngard@ex.istu.edu**IIN** 3812014066**KPP** 381201001Recipient's bank: Irkutsk Branch of the Bank of Russia//UFK for the Irkutsk region Irkutsk**r/s** 03214643000000013400 (Treasury accountManagement)**cor/sch** 40102810145370000026 (UnifiedTreasury Management Account)**BIC** 012520101**OKPO** 02068249**OGRN** 1023801756120**OKTMO** 25701000**KBK** 000 000 00 00 000 0000 130**Rector** **M.V. Kornyakov** |

