



SATBAYEV
UNIVERSITY



A G R E E M E N T O F C O O P E R A T I O N

between

**NJSC “K.I. SATBAYEV KAZAKH NATIONAL
RESEARCH TECHNICAL UNIVERSITY”**

and

**SCIENTIFIC AND INDUSTRIAL ORGANIZATION
FIANUM LAB LLC
THE RUSSIAN FEDERATION**

AGREEMENT OF COOPERATION

between

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

and

**SCIENTIFIC AND INDUSTRIAL ORGANIZATION
FIANUM LAB LLC
THE RUSSIAN FEDERATION**

Institute of Geology and Oil and Gas K. Turysov, NJSC “Kazakh National Research Technical University named after K. I. Satpayev” (hereinafter referred to as the Institute of Geology and Oil and Gas Affairs) represented by the Director of the Institute, Askar Khamzaevich Syzdykov, on the one hand, and LLC “FIANUM LAB” (hereinafter referred to as hereinafter FIANUM LAB) represented by General Director Alexey Dmitrievich Zakharov, on the other hand, hereinafter collectively referred to as the "Parties", have entered into this Agreement as follows:

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

B. The Parties agreed to sign this Cooperation Agreement, declaring the intended intentions of the Parties and establishing mutually beneficial cooperation between the Parties in accordance with the clauses and conditions stated in the text of this document.

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

ARTICLE 1 AREAS OF COOPERATION

1.1 The Parties, subject to the conditions of the Agreement, as well as applicable laws and regulations, agreed to develop cooperation within the framework of this Agreement on the basis of equality and mutual benefit.

1.2 Each Party undertakes to develop the fields of education and science on the basis of equality and mutual benefit.

ARTICLE 2 FINANCIAL CONDITIONS

2.1 Parties to the Agreement 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 Agreement.

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 Agreement.

3.2 Both parties agree to provide contact information (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 AGREEMENT

5.1 This Agreement 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 Agreement, changes in the conditions for their implementation and amendments to the text of the entire Agreement or its part.

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

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

6.4 Adopted amendments, modifications or changes to the Agreement shall not prejudice the rights and obligations of the Agreement 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 Agreement shall be governed by mutual agreements and negotiations between the Parties, without recourse to third Parties.

ARTICLE 8 DURATION AND TERMINATION

8.1 This Agreement 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 Agreement, 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 Agreement by sending the other Party 3 (three) months prior to the date of completion of the Agreement, a notification of the intention to terminate the Agreement. There are no penalties for this clause of the Agreement.

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 Agreement 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, encouraging to commit actions that violate or contribute to the violation of both Kazakh and international legislation in the field of corruption, 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 for influencing the actions or decisions of 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 applicable legislation for the purposes of the Memorandum, 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 corruption 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 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 11
CORRESPONDENCE**

11.1 All correspondence under this Agreement must be in writing in English and Russian and sent by e-mail, fax or postal message to the following addresses of the Institute of Geology and Petroleum Engineering and FIANUM LAB or to another address that either Party indicates to the sender:

**To: Institute of Geology and Oil and Gas K. Turysova,
NJSC "Kazakh National Research Technical University named after K. I. Satpayev"**

The Republic of Kazakhstan

050013, Almaty

Satpayev st., 22

Tel.: +7 (727) 320-40-19

Fax: +7 (727) 292-60-25

E-mail: info@satbayev.university

Website: <http://www.satbayev.university.kz>

To: FIANUM LAB LLC

TIN 7706092528

The Russian Federation,

127540, RF, Moscow,

st. Dubninskaya 10-2, 12

Tel.: +7 495 205-16-62

E-mail: info@fianum.com

Website: <https://fianum-lab.com/>

We hereby certify that this Agreement is signed by authorized persons:

The Agreement of Cooperation has been prepared and signed in **Russion**, in 2 (two) copies, 1 (one) copies for each Party. All 2 (two) documents have equal legal force.

On behalf of the Institute of Geology and Oil and Gas K. Turysova, NAO "Kazakh National Research Technical University named after K. I. Satpayev"	On behalf of FIANUM LAB LLC
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Institute directors Syzdykov Askar Khamzaevich	General director Zakharov Alexey Dmitrievich
Date:	Date: