



MEMORANDUM OF UNDERSTANDING

between

BAKU STATE UNIVERSITY

and

NJSC "KH. DOSMUKHAMEDOV ATYRAU UNIVERSITY"

On the one hand, "Baku State University" Public Legal Entity (Address: Zahid Khalilov Street, 33, Baku, Azerbaijan) registered according to the legislation of the Republic of Azerbaijan and operating on the basis of its charter, rector Elchin Babayev, and on the other hand, Kh. Dosmukhamedov Atyrau University (Address: Students' ave.1, Atyrau, Kazakhstan) operating on the basis of its charter, rector Salamat Idrissov (hereinafter referred to as "Parties" together, "Party" separately) in order to strengthen and develop mutual cooperation in the fields of science, education, and culture on the basis of mutual respect, sincere consultation, equal rights, and mutual benefits, enter into this Memorandum of Understanding (hereinafter referred to as "MOU") on the following terms:

Article 1: Subject of the MOU

The Parties' MOU covers the organization and implementation of joint projects in the scientific, educational, and cultural fields; cooperation in scientific research projects; the implementation of joint scientific research and the publication of its results; the development of academic, scientific, and cultural mobility; open information and knowledge exchange; and the implementation of student, researcher, academic, and administrative exchanges.

Article 2: Direction of activities

The MOU, regulated in accordance with the legislation of the Republic of Azerbaijan and the Republic of Kazakhstan, as well as the charters of the Parties, envisages cooperation activities in the following areas:

- a. Conducting joint activities in order to improve the teaching and learning process in the faculties, institutes, and colleges of both universities and adapt them to international standards;
- b. realization of joint projects and joint research on existing educational topics;
- c. organization of conferences, exhibitions, seminars, symposia, short-courses, training and other areas of mutual interest;
- d. joint publication in scientific journals
- e. open scientific information and publication exchange with respect to protecting intellectual property rights;
- f. the design of joint academic programs, courses, and curricula;
- g. cooperation in joint research projects
- h. organization of collaborative teaching activities;
- i. organization of joint cultural programs and activities;
- j. organization of joint training programs for students and academic and administrative staff;
- k. exchange of academic and administrative personnel
- l. student and researcher exchange at the undergraduate, graduate, and postgraduate levels;
- m. collaboration in graduate and postgraduate joint supervision;
- n. if necessary, organize regular meetings for evaluation and review of previous activities as well as for the purpose of discussing new areas of future cooperation.

Article 3: Mobility activities

- 3.1 The Parties may organize the exchange of academic and administrative staff, researchers, and students subject to a prior MOU on the areas of science, education, and teaching.

- 3.2 All exchanges shall be organized in accordance with the charters of the Parties and the legislation of the two countries, as well as the needs and priorities of the Parties.
- 3.3 All issues of invitation, information on the current conditions and requirements, and finance will be required to be agreed upon prior to all exchanges in accordance with the legislation of the two countries.

Article 4: Scientific meetings and PR activities

- 4.1 The Parties agree to organize and invite each other to joint scientific events, such as joint congresses, conferences, symposiums, webinars, as well as cultural and other areas of interest.
- 4.2 The Parties acknowledge that the responsibility for organizing such events lies with the organizer.
- 4.3 The Parties agree to promote the activities of both universities in all joint events.

Article 5: Term of MOU

- 5.1 The MOU shall enter into force upon the signature of the Parties with a validity of 5 (five) years. If the dates of signature differ, the latter date of signature takes precedence.
- 5.2 At the end of the period, the duration of the MOU will be extended for 5 (five) years, once only, if one of the Parties does not raise an objection. At the end of the second five-year term, the duration of the MOU ends.
- 5.3 If either of the Parties has no intention of continuing the cooperation, the Party shall notify the other Party in writing 180 calendar days before the expiration date of the MOU.
- 5.4 In this case, the termination of the MOU will not affect the implementation of the programs in force at the time of its termination and the responsibility of the Parties arising until that moment.

Article 6: Revision of MOU

Revisions, amendments, or supplements can be made to the MOU with the consent of the Parties. All amendments, supplements, and revisions shall be formalized in English

in writing and shall enter into force after being signed by the authorized representatives of the two Parties.

Article 7: Force Majeure

- 7.1 In the event of force majeure, i.e., unforeseeable, unavoidable, and insurmountable circumstances, such as but not limited to natural disasters, war, military action, terror attack, or an act of deliberate sabotage, the Parties shall be exempted from performing their obligations under this MOU during the period that the MOU shall be in force and in the area where the MOU shall be implemented, if these events prevent fulfillment of the obligations until the abovementioned. Strikes or other labor disputes, delays in the delivery of equipment or supplies, or financial difficulties are not considered force majeure events.
- 7.2 Failure by either Party to perform its obligations, or failure to perform its obligations hereunder on time due to force majeure, shall not be considered a breach of contract, and the Party shall not be liable for such failure.
- 7.3 If either Party is prevented from performing its obligations under this agreement due to force majeure, the Party in the situation must notify the other Party in writing and take timely and effective measures to minimize the other Party's loss.

Article 8: Dispute settlement

- 8.1 In the event that either of the Parties attempts to inform the other Party of any issue, it shall be fulfilled in a written letter of confirmation signed by the authorized representative or through an official email.
- 8.2 If there is a disagreement about the MOU or its execution, the parties must first try to resolve it amicably and by mutual consent. If no mutual agreement can be reached, the parties may refer the dispute to an arbitration institution recognized by both parties for resolution or they may file a lawsuit against a court with jurisdiction over the case.

Article 9. Miscellaneous

- 9.1 Other issues not covered by the MOU must be resolved amicably and with equal consultation between the Parties. The undersigned are hereby duly authorized to sign the MOU.
- 9.2 The Parties are denied the right to refer cases to which they verbally agreed during the MOU negotiations but did not include the MOU.
- 9.3 The MOU is made in 2 (two) copies, and each copy is written in English. All texts are consistent and have the same effectiveness, having equal legal force.

Baku State University
Baku, Republic of Azerbaijan

NJSC "Kh. Dosmukhamedov Atyrau
University"

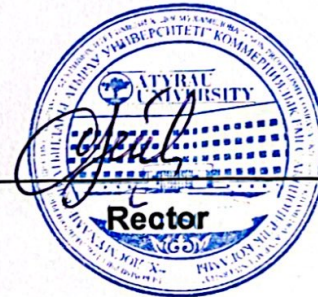
Elchin BABAYEV

Salamat IDRISOV



E. Babayev

Rector



S. Idrisov

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